



SPECIFIC PROVISIONS RELATING TO ALL LOANS

1. INTRODUCTION

- 1.1 This document sets out the general terms and conditions relating to personal loans we provide in addition to specific terms and conditions relating to mortgages over car/auto loans (in each case a "loan").
- 1.2 Further conditions attaching to your loan will be set out in the offer letter between us relating to that loan and these general terms and conditions should be read in conjunction with the offer letter.
- 1.3 References in these general terms and conditions and the offer to our published "Our Personal Banking Rates" and/or "Our Personal Banking Charges" are to those documents that can be obtained in branch and also can be found on our website at www.lloydstsb.ie as may be amended, supplemented or replaced from time to time in accordance with these general terms and conditions. These publications form part of these general terms and conditions and the offer letter. Accordingly all rates, fees, commissions and charges set out in these publications shall apply in respect of your application, maintenance and operation of your loan.
- 1.4 Reference to "this agreement" will therefore include the terms and conditions set out in the offer letter, these general terms and conditions the rates, fees, charges and other matters set out in Our Personal Banking Rates and Our Personal Banking Charges.
- 1.5 If this agreement is a joint account these conditions apply to both of you together or either of you on your own. For example, if you owe us money we can claim it back from either of you or both of you. This applies whether or not you continue to be in a relationship together (for example, if you divorce). If one of you dies, your estate will become responsible for repayment of the loan along with the survivor of you. References in this agreement to "you" or "your" shall be to each of you and you both shall be bound by this agreement.
- 1.6 We will give your loan an account number to help with its administration and we may change the account number at any time if we have a good reason.
- 1.7 In this agreement, we are Lloyds TSB Bank Plc.
- 1.8 This agreement also refers in places to "Lloyds Banking Group". This includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Lloyds Banking Group can be found at www.lloydsbankinggroup.com.
- 1.9 This agreement shall not become binding until the relevant offer letter is signed by both us and you and shall be deemed to be made on the date on which the offer letter is signed by either us or you whichever is the later.

2. CONTACTING EACH OTHER

- 2.1 Any notice we give you will be sent to you at the last address you have given us. Unless we say something different in this agreement any notice you give us must be sent to us at our address stated in the offer letter, it must be in writing and it will be effective when we receive it.
- 2.2 You must write to tell us your new address within seven days if you change it.
- 2.3 We can monitor and record phone calls to or from us (or on our behalf). We do this to check what was said and also to help us train our staff.

3. INTEREST

- 3.1 Interest at the annual interest rate will be calculated on the balance outstanding on the loan account each day and applied to the account monthly. Interest will be calculated from the date the loan funds are available in your account until the total loan interest and all other sums due under this agreement have been repaid.
- 3.2 We also charge you interest at the annual interest rate on all other money due to us under this agreement. This includes late payments, unpaid interest and expenses. We add this interest day by day from the date payment is due until we receive the payment, and both before and after we have obtained a court judgement against you.
- 3.3 You can find our current annual interest rates in branch on the Rate Board or on our website www.lloydstsb.ie under "Our Personal Banking Rates."
- 3.4 Payments received from you shall be appropriated firstly, in payment of any fees and other charges arising under this agreement and secondly, towards payment of any interest you owe because you have not kept to this agreement, and then towards payment of any other sums due under this agreement.

4. CHANGES TO THESE CONDITIONS AND INTEREST RATES

- 4.1 We can change the annual interest rate and any of the terms of your loan agreement (including any fee or charge, or introduce new charges) at any time for any of the following reasons:
 - 4.1.1 to reflect changes in the cost to us of raising the money we lend to our customers with loans; or
 - 4.1.2 to reflect changes in rates of interest charged by other lenders (including the terms on which loans are offered by them); or
 - 4.1.3 we believe that it is in your best interests to do so; or
 - 4.1.4 to reflect changes to the law or codes of practice a decision or recommendation made by, or a requirement of, a court, regulator or similar body; or
 - 4.1.5 to reflect changes to the way we look after your loan account, or personal loan accounts generally (including changes to the technology we use) because of the steps we have taken to modernise or improve our systems for managing those accounts or reasons outside our control; or
 - 4.1.6 we take over, take control or acquire another bank or organisation offering similar services or we are taken over or our business is acquired by another bank or organisation offering similar services and the change will allow us to use the best systems available for managing personal loan accounts generally and or so our customers and customers of the other bank or organisation are treated in a similar way if they are in similar categories.
- 4.2 Where we refer to 'changes' above we mean changes we know will happen or we reasonably believe will happen, or changes which have already taken place.

- 4.3 We can also change the annual interest rate for any other valid reason.

- 4.4 If we decide to change the annual interest rate or any term of your loan agreement, we will give you at least 60 days' notice, unless the change is not to your disadvantage, in which case we may make the change immediately and then notify you.

5. PAYMENT

- 5.1 You agree to pay us the arrangement fee (if any) specified in the offer letter on or before you enter into this agreement.
- 5.2 You agree you will pay your monthly payment by such method we tell you.
- 5.3 If the payment date on which a monthly payment is due is a non-business day, we may collect it on the next business day.
- 5.4 If you notify us that part of the loan is to be used to repay existing loans or other financial commitments you have with us, you give us permission to use your loan advance to repay any such existing loans or other financial commitments and we will pay the balance of your loan to you.

6. EARLY REPAYMENT

- 6.1 You have a right at any time upon giving us notice to repay early some or all of the money owing to us under your agreement. You may give notice in writing to us at the address shown in the offer letter, or by secure email.
- 6.2 To repay early all the money owing under your agreement you must give us notice and you must pay us the full balance of the total amount of the loan outstanding plus interest and any other fees, costs or charges you owe to us under this agreement.
- 6.3 To repay early part of the money owing under your agreement you must give us notice, and make the partial repayment within 28 days of us receiving that notice. Your indebtedness will be reduced by an amount equal to the amount paid.
- 6.4 If you repay early part of the money owing, this will mean that the amount you have to repay overall is reduced. Your monthly payment will not change and you must continue to make your monthly payments as they fall due. The number of your repayments and the amount of your final repayment may change.
- 6.5 If you make an early repayment you cannot request the money back.
- 6.6 We may charge you an early payment/redemption charge on the early repayment of a loan whether repaid in full or in part in accordance with Our Personal Banking Charges.

7. EVENTS OF DEFAULT

- 7.1 If any of the following happens we no longer have to pay you the loan or any part of it and, depending on any notice we are required to give you by law, we may terminate your loan and this agreement and you must pay us the full balance of the total loan plus interest and any other fees, costs or charges you owe to us under this agreement straight away:
 - 7.1.1 you do not pay the monthly payment by the due date in each month;
 - 7.1.2 you do not pay on time an amount due under any of our banking agreements or any other arrangement you have entered into with us or any Lloyds Banking Group company;
 - 7.1.3 you breach any other term or condition of this agreement, or any other agreement you have with us or any Lloyds Banking Group company;
 - 7.1.4 you breach any term or condition of any agreement you have with another financial institution or another financial institution has suspended or terminated your use of any banking facility;
 - 7.1.5 you or any security provider make, or have made, any statement in connection with this agreement or any other agreement with us or any Lloyds Banking Group company which is misleading or inaccurate;
 - 7.1.6 any company you control has breached any term or condition of any agreement it has entered into with a Lloyds Banking Group company or another financial institution or another financial institution has suspended or terminated its use of any banking facility;
 - 7.1.7 a security provider has breached any term or condition of any security or any agreement entered into in connection with the assets subject of the security, any other security interest they have provided to us or any other arrangement they have entered into with a Lloyds Banking Group company;
 - 7.1.8 any security or insurance with us required in connection with a product is or becomes unenforceable or is withdrawn or terminated without our consent;
 - 7.1.9 any judgement is obtained against you or any security provider or any distress or execution being levied against you or the security provider's property or a receiver or other officer being appointed over any or all of your assets;
 - 7.1.10 you or any security provider enter into a voluntary arrangement (or propose to do so), or enter into an arrangement with you or the security provider's creditors, or you or any security provider is declared bankrupt or otherwise becomes insolvent or is subject to any insolvency proceedings;
 - 7.1.11 you or any security provider die or become incapacitated;
 - 7.1.12 you or any security provider stop payment, cease to carry on your or their business or a material part of it or threatens to do so;
 - 7.1.13 you or any security provider act fraudulently or dishonestly;
 - 7.1.14 there is a loss or material diminution in any assets provided by you or any security provider to us as security;
 - 7.1.15 you are convicted of a crime;
 - 7.1.16 we consider that an account is being operated in an irregular or suspicious manner;
 - 7.1.17 you are no longer resident in the UAE;
 - 7.1.18 performance of any obligation by either you or us under any of our agreements breaches or is likely to breach a law or a requirement of any authority;
 - 7.1.19 there is a loss or material diminution in any assets provided by you or any security provider to the Bank as security; or
 - 7.1.20 Anything occurs which, in our opinion, is likely to have a material adverse effect on your or a security provider's business, assets or financial condition or your or their ability or willingness to comply

with obligations under any of our agreements or any security.

- 7.2 We reserve a right to withdraw from the loan before the loan is paid to you if we cannot verify what you have told us and/or your circumstances are different to what you told us and/or your circumstances change in a way which affects our decision to lend to you. This means that even after both you and we have signed the offer letter we do not have to pay the loan to you in such a case.

8. NOT ENFORCING THIS AGREEMENT

- 8.1 We can delay in enforcing, or fail to enforce, our rights under this agreement without losing them. We can still enforce our rights under this agreement even if we have given you a concession or we have waived any breach of this agreement. We may also accept part-payments made by you or a third party marked as 'payment in full' or with similar wording whether or not such part-payment is made ahead of time without losing our right to claim in full the outstanding balance of the loan plus interest and any other fees, costs or charges you owe to us under this agreement unless we confirm to you in writing that we have accepted such part-payment in full and final settlement.

9. TRANSFERRING RIGHTS AND OBLIGATIONS

- 9.1 You are not allowed to transfer or assign all or part of this agreement or any of your rights or obligations under it without our consent.
- 9.2 We may transfer our rights and obligations under this agreement to another organisation. If we do this, we may let them have any other information about you. We may also arrange for any other person to carry out our rights or duties under this agreement. Your rights under this agreement and your legal rights will not be affected.

PROVISIONS SPECIFIC FOR CAR LOANS/AUTO FINANCE

10. INTRODUCTION

- 10.1 These additional terms and conditions apply in addition to the general terms and conditions set out above in relation to car loans and auto finance in relation to loans made by us to you to finance vehicles. Such loan referred to in this section as an "auto loan" and references to "vehicle" are to the vehicle that is financed under the auto loan.

11. MORTGAGE

- 11.1 As beneficial owner of the vehicle, you hereby charge by way of first preferred and exclusive mortgage the vehicle in our favour to secure the repayment to us of all monies under this agreement (or the "outstanding sums") and for the performance of your other obligation under this agreement and for the performance of your obligation under this mortgage, to us of the outstanding sums or any part thereof.

12. WARNING

If you fail to fulfill any of your obligations, under this agreement or if you fail to fulfill any of your obligations under this mortgage, the security hereby granted shall become immediately enforceable.

13. CONTINUING SECURITY

- 13.1 This mortgage shall not be considered as satisfied or discharged by any intermediate payment or satisfaction of the whole or part of any of the sums owing and becoming due as aforesaid, but shall constitute and be a continuing security and extend to cover any sum or sums of money which shall for the time being constitute the outstanding sums or for any such other obligation, matter or thing as is herein mentioned or mentioned in the provisions of this agreement.
- 13.2 The security herein created shall be in addition to and not in anyway be prejudiced or affected by, nor shall it prejudice or affect any other security now as at any time in force in respect of the auto loan or any part thereof or this agreement.

14. REGISTRATION

- 14.1 The mortgage shall forthwith be registered with the relevant Traffic Department and you hereby authorise and empower us to take all such steps and sign all such documents as shall be necessary in this regard in order to complete and perfect the present security and its registration as aforesaid and to be your lawful attorney in all these respects, and all expenses incurred by us including legal fees, charges for scrutiny of documents, registration fees and other disbursements, shall be to your account and shall be payable to us on written demand and such expenses and interest thereon at the rate specified in this agreement shall form part of the outstanding sums hereby secured.
- 14.2 Notwithstanding the above, you shall be fully responsible to take all steps and sign all such documents as shall be necessary in order to complete and perfect this present security, and to register this mortgage as aforesaid.

15. DISCHARGE

The present security shall only be discharged upon payment of the whole of the outstanding sums confirmed by the service of a notice of discharge of the present security from or on our behalf upon the Director of the appropriate Traffic Department and upon the owner of the vehicle.

16. ASSIGNMENT

We shall have the right upon giving notice to you and to the Director of the appropriate Traffic Department to assign the benefit of the present security or any part thereof to any other bank or banks, or to any other person whatsoever and you hereby undertake that on request you will join in and sign or execute any deed or other instrument effecting such assignment and will accept the assignee named therein as though we were such assignee.

17. CHANGES IN THE PARTIES' STATUS

The provisions of this mortgage shall have effect notwithstanding any change in the constitution, name or style of business of the parties howsoever arising or your, death, bankruptcy or incapacity.

18. COVENANTS

You hereby covenant and agree that:

- 18.1 you are the legal and beneficial owner of the vehicle;
- 18.2 the vehicle has not previously been mortgaged or in any way

- encumbered and no person has any interest in the vehicle;
- 18.3 you have full power to mortgage the vehicle and have taken all necessary steps to mortgage the vehicle;
- 18.4 you shall not sell or otherwise dispose of, grant or create any second mortgage on the vehicle nor allow it to become in any way encumbered unless and until you have received our written approval to such sale, disposal, second mortgage or other encumbrance and have fulfilled all the conditions and duties, if any, imposed by us as conditions precedent to such sale, disposal, second mortgage or other encumbrance and have received confirmation of such fulfillment in writing from us;
- 18.5 you shall in all respects, strictly comply with all obligations and under-takings specified in this mortgage;
- 18.6 you shall maintain the vehicle in good and substantial repair and shall undertake regular inspection on the vehicle and will inform us as soon as is practicable of any loss or damage to the vehicle;
- 18.7 you shall keep the vehicle fully and adequately insured with a reputable insurer with our interest noted on the policy. That insurance shall be comprehensive, the sum insured shall be the full value of the vehicle and cover loss and theft or damage to the vehicle. You will provide us with a copy of this insurance policy immediately on request;
- 18.8 you will comply with the terms of such insurance policy relating to the vehicle and you will not do, or omit to do anything that will vitiate or render such insurance policies void;
- 18.9 we have the right to request the original insurance policy and the original receipt for the amounts paid for the insurance. You undertake to keep the vehicle in good condition until you fulfil your obligations to us. You undertake to apply any proceeds from your insurance policy towards making good the damage to the vehicle;
- 18.10 if the vehicle has sustained a total loss, the full proceeds of the insurance shall immediately be paid to us in repayment and reduction of the amount of the auto loan then outstanding together with all other amounts payable under this agreement;
- 18.11 you will not allow the transport of the vehicle out of the UAE without obtaining our prior written consent; and
- 18.12 you will not use this vehicle other than for its intended purpose.

19. POWER OF SALE

- 19.1 In the event that the security hereby granted shall become enforceable we shall be entitled to all such remedies now or in the future provided to us by law including without limitation, the right to request any Court of competent jurisdiction to order the sale of the vehicle and pursuant thereto, we, and every party deriving title from us, shall have the right on your behalf to sell or concur with any other person in selling the vehicle, subject to such conditions as we may think fit to impose, with power to vary any contract for sale and to buy in at any auction (with due permission as prescribed by law), and to, rescind any contract or sale and to re-sell the same, without being answerable for any loss occasioned thereby, and to convey the vehicle sold free from all interests and rights to which we have priority, and for all or any of the purposes herein mentioned you irrevocably appoint us and every party deriving title therefrom to be your attorney and hereby agree to ratify and confirm whatever such attorney shall do so in this behalf PROVIDED THAT the power of sale hereby conferred shall not be exercised unless and until there shall be an event of default under this agreement or there has been a breach of any of the provisions of the mortgage set out in this agreement.
- 19.2 On any such sale as aforesaid, the receipt in writing by us or by any party deriving title therefrom shall be an effectual discharge for the purchase money and the purchaser shall not be bound to see the application or be responsible for any loss or misapplication of the same. The money received by us or by any party delivering title therefrom arising from such sale as aforesaid shall be held by us in trust to be applied, first, in the payment of all costs, charges and expenses properly incurred by us hereunder, and secondly, in discharge of the money, if any, due on account of the outstanding sums or any part thereof, and the residue if any, of the money so received shall be paid to you by us or to any person deriving title therefrom.

SPECIFIC PROVISIONS RELATING TO ALL LOANS

20. SET-OFF RIGHTS

We shall, at any time without notice to you, have the right to combine or consolidate all or any of the amounts now or hereafter standing to the credit of any of the accounts held by you and to set-off such credit balances against all amounts due from you under this agreement.

21. INVALIDITY

If at any time any one or more of the provisions hereof becomes invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby

22. LAW APPLYING TO THIS AGREEMENT

- 22.1 Your dealings with us both before and after you take out your loan and also the terms of this agreement shall be governed by the laws of the United Arab Emirates, as applicable in the Emirate of Dubai and you irrevocably submit to the non-exclusive jurisdiction of the Dubai courts, but such submission shall not be construed so as to limit our right to commence proceedings in the courts of any other jurisdiction, locally or internationally.
- 22.2 We will supply these terms and conditions and otherwise communicate with you in connection with your loan in the English language. Although this agreement may be translated into another language the English language version of this agreement shall prevail in the event of a conflict between the different language versions of this agreement. The parties agree that all communication arising out of or concerning this agreement (including all disputes) shall be in the English language.

23. PERSONAL INFORMATION

- 23.1 Your "personal information" is the information about you that Lloyds Banking Group companies get from you and others in various ways, including for example:
- 23.1.1 in applications, emails and letters, during telephone calls and conversations in branch, when registering for services, in customer surveys, when you participate in competitions and promotions, through Lloyds Banking Group company websites and during financial reviews and interviews;
- 23.1.2 from analysis (for example, the amount, frequency, location, origin and recipient) of your payments and other transactions and your use of services involving other Lloyds Banking Group

companies and what they know from operating your accounts; and

23.1.3 information Lloyds Banking Group companies receive from each other and from other organisations such as credit reference agencies and fraud prevention agencies.

- 23.2 You must not give Lloyds Banking Group companies personal information about someone else (such as a joint applicant) without first getting his or her consent for it to be used and disclosed in the ways described in this condition. This is because the Lloyds Banking Group company will assume he or she has consented, although the Lloyds Banking Group company may still ask for confirmation. Where you do give Lloyds Banking Group company information about someone else, or someone else discloses a connection with you, that information may be taken into account with your other personal information.

How Lloyds Banking Group companies use your personal information

- 23.3 Lloyds Banking Group companies may store and use your personal information for:
- 23.3.1 providing you with products and services and notifying you about other important changes or developments to the features and operation of those products and services;
- 23.3.2 any database or databasing processes or any other purposes whatsoever but only within the Lloyds Banking Group;
- 23.3.3 updating, consolidating and improving the accuracy of our records;
- 23.3.4 crime detection, prevention and prosecution;
- 23.3.5 responding to your enquiries and complaints;
- 23.3.6 administering offers, competitions and promotions;
- 23.3.7 evaluating the effectiveness of marketing and for market research, training, statistical analysis and customer modeling with the aim of improving services;
- 23.3.8 assessing lending and insurance risks across the Lloyds Banking Group;
- 23.3.9 identifying products and services which we believe may be of interest to you; and
- 23.3.10 managing your relationship with Lloyds Banking Group companies and in the other ways described below.
- 23.4 Lloyds Banking Group companies may, from time to time, provide further details about how your personal information may be used.
- 23.5 We and other Lloyds Banking Group companies may also contact you about products and services available from Lloyds Banking Group companies, which we believe may interest you or benefit you financially.
- 23.6 Lloyds Banking Group companies will treat your personal information as private and confidential, but may share it with each other (notwithstanding that any Lloyds Banking Group company's principle place of business may be outside the UAE and therefore your personal information may be collected, held, processed or used by any Lloyds Banking Group company in whole or in part outside the UAE) and disclose it outside the Lloyds Banking Group if:

- 23.6.1 allowed by this agreement;
- 23.6.2 needed by Lloyds Banking Group companies' agents, advisors or others involved in running accounts and services for you or collecting what you owe Lloyds Banking Group companies or generally in connection with the operation of our business who are under a duty of confidentiality to us;
- 23.6.3 police, credit bureau or other authorities (including but not limited to any governmental body or anti-money laundering unit) require it;
- 23.6.4 the law, any public procedure or the public interest permits or requires it;
- 23.6.5 required by Lloyds Banking Group companies or others to investigate or prevent crime;
- 23.6.6 required by Lloyds Banking Group companies to protect their interests;
- 23.6.7 required by financial institutions with which you have or propose to have dealings; or
- 23.6.8 any potential assignee, participant, sub-participant, novatee, insurer or participant in the credit derivative or secondary debt market requires it in relation to our rights under this agreement.

- 23.7 Lloyds Banking Group companies may in the future wish to sell, transfer or merge all or part of their business or assets, or any associated rights or interests, or to acquire a business or enter into a merger with it. If so, they may disclose your personal information to a potential buyer, transferee, or merger partner or seller and their advisers so long as they agree to keep it confidential and to use it only to consider the possible transaction. If the transaction goes ahead, the buyers, transferee or merger partner may use or disclose your personal information in the same way as set out in this condition.

- 23.8 Lloyds Banking Group companies may use automated decision making systems when assessing your application, managing your borrowing and to detect fraud or money laundering.

Transferring Information Abroad Outside the Lloyds Banking Group

- 23.9 Lloyds Banking Group companies may process payments through other organisations such as banks and the worldwide payments system operated by SWIFT if, for example, you make a foreign payment. Those organisations may process and store your personal information abroad and may have to disclose it to foreign authorities for example to help them in their fight against crime and terrorism.

24. MISSING PAYMENTS

Missing repayments could have severe consequences including making credit more difficult to obtain. If you miss a number of repayments we may terminate your loan and this agreement and you may also have to repay the outstanding balance early. We may take legal action against you if repayments are not made. If that action is successful, we may apply to enforce any judgment in a number of ways.

25. SECURITY CHEQUE

You shall provide an undated cheque for the available loan in favour of us as security for all amounts outstanding on termination of this agreement. You authorise us to cash such security cheque on termination of this agreement in the event that you fail to pay to us any amounts outstanding under this

agreement within 10 days of demand. In the event of failure to honour that cheque, you understand that failure to pay becomes a criminal offence under UAE law. You authorise us to destroy any cheques held by us at the termination of this agreement, subject to repayment of the outstanding amounts due under this agreement at that time.

26. SALARY MANDATE

You undertake to maintain the mandate of your monthly salary to a Lloyds TSB Bank plc Dubai nominated account at all times during the continuation of this agreement.

CONTACT DETAILS

Lloyds TSB Bank plc, Al Wasl Rd, Jumeirah, P O Box 3766, Dubai, UAE. Telephone; + 971 (0) 4 342 2000

We will keep a copy of this agreement, which will be available from our website or on request.

Lloyds TSB Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. In the United Kingdom, Lloyds TSB Bank plc is authorised and regulated by the Financial Services Authority for banking and financial services. Lloyds TSB Bank plc is licensed by the UAE Central Bank to carry on commercial banking activities in the UAE as a branch of a bank incorporated outside the UAE. Registered office in the UAE: Al Wasl Road, Opposite Safa Park, Jumeirah, Dubai (Licence No.: 20849).