### Guidance notes

Our new Virtual Bank service can help you streamline your receivables management by giving you fast access to funds. Funds are available on your Lloyds TSB UK currency accounts once payments are received through the local clearing in each country. The Virtual Bank service gives you the tangible benefits of overseas banking without the cost and administration involved in actually setting up bank accounts overseas.

### Delivery that meets your needs

Whatever your organisation’s requirements, you can choose from the following solutions to enable you to manage your international collections in the most efficient way:

- **International Receivables:** for your electronic receipts.
- **US Dollar Cheque Deposits:** for collecting less than 25 US Dollar cheques per month.
- **US Dollar Lockbox:** for receiving more than 25 US Dollar cheques per month.

### How to register

If you would like to register your organisation for our Virtual Bank service, please complete the following steps:

- Ensure you have a Lloyds TSB Bank plc account in the UK in the currency of the country/countries in which you require your receivables. (If you need to open additional accounts, please do so in the usual way by contacting your Relationship Manager).

### Customer details

<table>
<thead>
<tr>
<th>Company name</th>
<th>Company address (please give full details including your postcode)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

If the company name exceeds 24 characters, please state how you would like to have it abbreviated.

### Primary contact person

<table>
<thead>
<tr>
<th>Title</th>
<th>Mr</th>
<th>Mrs</th>
<th>Miss</th>
<th>Ms</th>
<th>Other (please specify)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Surname</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>First name</th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Correspondence address (if different from above)</th>
<th>Postcode</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-mail address</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Enter the details of your corresponding Lloyds TSB currency accounts in the UK for the countries in which you wish to operate.

The account must be in the currency of the selected country.

Please cross the country/countries in which you would like to have access to International Receivables.

<table>
<thead>
<tr>
<th>COUNTRY NAME</th>
<th>CURRENCY</th>
<th>International Receivables (please cross)</th>
<th>UK domiciled Lloyds TSB currency account number (must be currency of selected country – please enter 8-digit number below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Austria</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Belgium</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Denmark</td>
<td>Danish Krone</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Finland</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>France</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Germany</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Greece</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Ireland</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Italy</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Netherlands</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Norway</td>
<td>Norwegian Krone</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Portugal</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Spain</td>
<td>Euro</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Sweden</td>
<td>Swedish Krone</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Switzerland</td>
<td>Swiss Franc</td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>United States of America</td>
<td>US Dollar</td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

4 US Dollar Cheque Deposit and US Dollar Lockbox

Please select either the US Dollar Cheque Deposit or US Dollar Lockbox service: (You cannot select both)

US Dollar Cheque Deposit  US Dollar Lockbox

Enter the details of your corresponding Lloyds TSB US Dollar currency account in the UK (If you have already selected International Receivables in the United States of America, you must use the same US Dollar currency account number):

UK domiciled Lloyds TSB currency account number (must be US Dollars – please enter 8-digit number)

Please provide details of the value and volume of cheques you expect to be deposited in a month:

Total value of US Dollar cheques that will be deposited per month

$  

Average volume of US Dollar cheques that will be deposited per month
Please choose one of the following reconciliation methods to view your incoming cheques:

- **a) Online image service for US Dollar Cheque Deposit**
- **b) Weekly courier service with photocopy of cheques and supporting remittance information for US Dollar Cheque Deposit**
- **c) Online Image service for US Dollar Lockbox**
- **d) Weekly courier service with photocopy of cheques and supporting remittance information for US Dollar Lockbox**

If you have chosen (b) or (d), please provide a delivery address if different to the address provided on page 1.

**Please note:** we can only send one copy of the photocopied cheques to a single destination. Your Relationship Manager will be able to advise you as to the cost of the different reconciliation methods.

**Delivery address**

<table>
<thead>
<tr>
<th>Postcode</th>
</tr>
</thead>
</table>

### 5.1 Contact details for service users

If you have chosen (a) or (c) in Section 6, please provide contact details for service users (maximum 8 users).

<table>
<thead>
<tr>
<th>First name</th>
<th>Surname</th>
<th>Telephone number</th>
<th>E–mail address</th>
</tr>
</thead>
<tbody>
<tr>
<td>1*</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3</td>
<td></td>
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<td></td>
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<tr>
<td>4</td>
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<td></td>
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<tr>
<td>5</td>
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<td></td>
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<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>7</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>8</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

*Primary person we will contact when setting your organisation up on the Online Image service.

Please specify address for service users (if different from the delivery address above):

<table>
<thead>
<tr>
<th>Address</th>
<th>Postcode</th>
</tr>
</thead>
</table>

If you already have a US Dollar ‘Lloyds TSB Re’ account as part of our International Receivables service, you must provide details below.

<table>
<thead>
<tr>
<th>Postcode</th>
</tr>
</thead>
</table>

### 6 Acceptable payees – US Dollar Lockbox customers only

Please list your company’s full legal name and any recognised variation of such name that should be deposited into the US Dollar lockbox.

For the avoidance of doubt, this does not include any legal entity other than your own legal entity (maximum 10 names).

| 1 |
| 2 |
| 3 |
| 4 |
| 5 |
| 6 |
| 7 |
| 8 |
| 9 |
| 10 |
7 Invoice details

- Charges will be calculated in Euros or US Dollars as applicable.
- Please provide details of the account from which charges will be settled.
  - Charges in Euros will be settled to a Lloyds TSB Euro account only.
  - Charges in US Dollars will be settled to a Lloyds TSB US Dollar account only.

7.1 Account from which charges will be settled

<table>
<thead>
<tr>
<th>Charges in Euros (EUR Account)</th>
<th>Charges in US Dollars (USD Account)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sort code</td>
<td>Lloyds TSB account number</td>
</tr>
</tbody>
</table>

7.2 Invoice address (if different from the Company address noted on page 1)

For the attention of

Invoice address

9

8 Lloyds TSB Relationship Manager details

Name

Telephone number and area dialling code

9 Lloyds TSB Sales Manager details

Name

Telephone number and area dialling code

10 Authorised signatures

This form must be signed in accordance with the electronic banking clause of your existing Bank Mandate or a specific board resolution.

By signing and returning this form, I/We ("the Customer") apply to register for the Virtual Bank service and/or the Online Image service. I/We authorise the Bank to open the relevant Collection Account with the Financial Institution. I/We accept the terms and conditions set out in the Agreement for use of the services.

Signature

Date

Name

Position

Please contact account services on +44 (0) 207 775 2526 to confirm correct authorised signatories.

Application reference number (ARN) (Displayed on the final screen of the online application process if you are applying via ID&V)

Signature

Date

Name

Position

Please contact your Relationship Manager if you’d like this in Braille, large print or on audio tape.
For bank use only

**Relationship manager**

Organisation name (group name, if not part of a group enter the registered name to which the service user number relates) (35 characters)

CRISP customer ID (Corporate)

BIT Party ID (Commercial) Located via BIT – Customer File – Profile

I confirm that the customer details and signatures are correct and in accordance with the Bank Mandate. I will inform Group Operations of any changes required without delay.

Relationship manager’s name

Relationship manager’s signature

Date

Office (including area dialling code)

Contact number

E-mail address

Legal entity (Bank):

England and Wales

Scotland

Guernsey

Isle of Man

Jersey

Market sector:

Commercial

Corporate

Offshore

Market segment

Ongoing KYC checks required?

Yes

No

Please return this form to:

Client Management, Ground Floor, Great Surrey House, 203 Blackfriars Road, London SE1 8NH.
Agreement for the use of the Virtual Bank service.
This Agreement sets out the terms and conditions that apply between your organisation (the Customer) and Lloyds TSB (as defined below) in respect of the use by the Customer of the Virtual Bank service.

1 Definitions and interpretation
In this Agreement the following words and expressions have the meanings set opposite them unless the context otherwise requires:

Acceptable Payee: The Customer’s full legal name and any variation of such name listed as acceptable by the Customer in the Virtual Bank service Registration Form. For the avoidance of doubt, the term Acceptable Payee does not include any legal entity other than the Customer’s legal entity.

Authorised User(s): The individual(s) named as authorised user(s) of the Cash Management service.

Business Day: A day (excluding Saturday and Sunday) on which banks generally are open for business in England.

Charges: Such charges as are published by Lloyds TSB from time to time or agreed between Lloyds TSB and the Customer for the provision of the Virtual Bank service, as referred to in Clause 5.

Cheque(s): The US Dollar cheque(s) drawn on financial institutions in the US, made payable to the Customer and deposited at one of the Depositaries.

Collection Account(s): The collection account(s) opened by Lloyds TSB on behalf of the Customer in the name of Lloyds TSB re the name of the Customer, namely a “Re Account”, with the Financial Institution(s) and used for the receipt of incoming funds payable to the Customer. The US Dollar Lockbox service and the US Dollar Cheque Deposit service will use the same Collection Account(s).

The International Receivables service will use a different Collection Account.

Corporate Markets Website: The website and associated services (including the US Dollar Lockbox service) of Lloyds TSB appearing at www.lloydstsb.com/corporatemarkets or any other URL as Lloyds TSB may, at its sole discretion, select and includes, but is not limited to, all software, hardware, information content, data and other equipment used to provide such website and services.

Currency Account(s): The currency account(s) in the name of the Customer opened with Lloyds TSB Bank plc.

Depositaries: The United States Post Office addresses assigned in respect of the Customer (as notified to the Primary Contact Person by Lloyds TSB from time to time).

Electronic Funds Transfer: Any transfer of funds, other than a transaction originated by cheque, draft, or similar paper instrument, which is initiated through an electronic terminal, telephone, computer or magnetic tape so as to order, instruct or authorise a financial institution to debit or credit an account.

Exchange Rate: The Lloyds TSB mid rate for the relevant currency is used at the moment the invoice is generated.

Financial Institution(s): The relevant third party financial institution(s) in the US which have agreed arrangements with Lloyds TSB to facilitate the Virtual Bank service (the name(s) of which shall be notified to the Customer from time to time).

Image Access: The online image access service available to US Dollar Cheque Deposit Customers.

International Receivables service: A service to be provided by Lloyds TSB to a customer to enable it to have access to funds in the Currency Account(s) following the receipt of funds in the Collection Account(s). Instructions to credit the Collection Account(s) are received by Electronic Funds Transfer.

Lloyds TSB: Lloyds TSB Bank plc or any reconstruction, amalgamation or merger thereof as the case may be.

Online Image service: The collective name for either the Image Access or Receipts Online service.

Primary Contact Person: The individual named in the Virtual Bank service Registration Form as the Customer’s main contact person for the Virtual Bank service.

Receipts: The remittance documents associated with a Cheque which are deposited at any of the Depositaries.

Receipts Online: The online image access service available to US Dollar Lockbox Customers.

US: The United States of America.

US Dollar Cheque Deposit service: A service to be provided by Lloyds TSB to a customer to enable it to have access to funds in the Currency Account(s) following the receipt of funds in the Collection Account(s) and to view associated Receipts. Instructions to credit the Collection Account(s) are received by Cheque.

US Dollar Lockbox service: A service to be provided by Lloyds TSB to a customer to enable it to have access to funds in the Currency Account(s) following the receipt of funds in the Collection Account(s) and to view associated Receipts. Instructions to credit the Collection Account(s) are received by Cheque.

User: Means an employee of the Customer who is authorised by the Customer to have access to the Online Image service.

User Guide: Means the Online Image service user guide.

Virtual Bank service: The collective name for the US Dollar Lockbox service, US Dollar Cheque Deposit service and International Receivables service together with, where applicable, the Online Image service.

Virtual Bank service Registration Form: The form to be completed by the Customer and submitted to Lloyds TSB, to register for the Virtual Bank service.

2 Virtual Bank service – General

2.1 In order to provide the Virtual Bank service, Lloyds TSB Bank plc has entered into arrangements with the Financial Institution(s) to receive incoming funds by Electronic Funds Transfer and Cheque and to collect Receipts.

2.2 To use the Virtual Bank service the Customer will need to open relevant Currency Account(s) and instruct Lloyds TSB to open relevant Collection Account(s) with the Financial Institution(s) by completing the Virtual Bank service Registration Form. The Customer’s use of the Virtual Banking service is subject to the approval of Lloyds TSB and the Financial Institution(s).

2.3 If the Customer wishes to view the Currency Account(s) electronically within the Corporate Markets Website, the Customer should contact their Relationship Manager to discuss Lloyds TSB’s Cash Management service.

2.4 The Customer acknowledges that it shall not be entitled to give any instructions (payments or otherwise) in relation to the funds held in the Collection Account(s). Such funds shall be credited by Lloyds TSB to the Customer’s relevant Currency Account(s).

2.5 Receipt of funds into the Collection Account(s) will be subject to the rules of the relevant clearing system in the relevant jurisdiction and to any operational delays which such clearing systems may be subject to.

2.6 If the Financial Institution(s) reverses a credit entry on a Collection Account (for example, if it is required to do so by the rules of a relevant clearing system or by law or regulation in any jurisdiction) Lloyds TSB reserves the right to agree to such reversal and to reverse the corresponding credit entry on the Currency Account and deduct related interest and reasonable costs. If the Customer’s Currency Account becomes overdrawn as a result of such reversal, the usual overdraft charges in relation to that Currency Account will apply.

2.7 The Customer can be registered for either the US Dollar Lockbox service or the US Dollar Cheque Deposit service at any one time. Should the Customer wish to change from one service to another, the Customer should contact their Relationship Manager.

2.8 If the Customer is registered for either the US Cheque Deposit service or the US Dollar Lockbox service and wishes to view images of the Cheques and relevant Receipts online, it can do so via the Online Image service. The Online Image service is administered by Lloyds TSB on behalf of the Financial Institution. The Customer should provide Lloyds TSB with the relevant information necessary to access the Online Image service on the Virtual Bank service Registration Form.

2.9 The Customer will be able to perform their own reconciliations by matching up the bulked credit with each individual Cheque transaction using the Online Image service. The Customer will not be able to have access to account balance information on the Online Image service.

3 International Receivables service

3.1 Unless otherwise specified funds received after the following cut off times will be credited to the Customer’s Currency Account(s) the following Business Day:

<table>
<thead>
<tr>
<th>Currency</th>
<th>Business Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>Euro</td>
<td>15.00 hrs</td>
</tr>
<tr>
<td>Swedish Krona</td>
<td>12.00 hrs</td>
</tr>
<tr>
<td>Norwegian Kroner</td>
<td>12.00 hrs</td>
</tr>
<tr>
<td>Swiss Franc</td>
<td>11.30 hrs</td>
</tr>
<tr>
<td>US Dollar</td>
<td>23.00 hrs</td>
</tr>
</tbody>
</table>
4.3 Online Image service

4.3.1 Customers registered for the US Dollar Lockbox service or the US Dollar Cheque Deposit service can elect for photocopies of the Cheques and Receipts to be couriered to them (at the address set out in the Virtual Bank service Registration Form) on a weekly basis by the Financial Institution. This will be provided to all Customers of the Online Image service by the Financial Institution for the first 45 days; after this date this part of the service will cease should the Customer remain an Online Image service customer. The Customer acknowledges that the images of the Cheques which will be sent via this service are provided by the Financial Institution and that Lloyds TSB cannot be responsible for the content or provision of this service.

4.3.2 For this service, the Financial Institution will only send one copy of the photocopied Cheques and Receipts to a single address indicated on the Virtual Bank service Registration Form.

4.3.3 The Customer agrees to pay the Charges as applicable which are associated with the Online Image service and associated documents to the Customer as set out above.

4.3.4 The Customer should indicate on the Virtual Bank service Registration Form the details of the Online Image service Users. Lloyds TSB reserves the right to reject such Users in its sole discretion. Lloyds TSB and/or the Financial Institution, each acting reasonably, also reserve the right to restrict access to the Online Image service to any User at any time.

4.3.5 The maximum number of Users authorised to use the Online Image service at any one time shall be 8.

4.3.6 a) The Online Image service should be used by the Customer to view the images of the Cheques but the information provided by the Cheque images should not be relied on by the Customer to make payments from the Currency Account(s). The Customer is responsible for checking their Currency Account balance statement via the Corporate Markets Website before making any payment or authorising any payments from their Currency Account(s). The Online Image service should be used for reconciliation and reference purposes only.

b) The Customer acknowledges that the images of the Cheques which can be accessed via the Online Image service are updated by the Financial Institution and that Lloyds TSB is not responsible for the content of the Online Image service. The Customer acknowledges that the Financial Institution is responsible for the provision and maintenance of the Online Image service and that there may be periods of time where the Online Image service is unavailable to Customers. In relation to the Online Image service, the Customer remains at all times liable to Lloyds TSB for any acts or omissions of the Company and/or the Users. For the avoidance of doubt, the indemnity in Clause 7.5 applies to any losses suffered by Lloyds TSB as a result of the Customer not using the Online Image service in accordance with this Agreement.

4.3.7 The Customer agrees that, and agrees to procure that each User will:

a) comply with the User Guide and any other guidance or instructions received from Lloyds TSB and the Financial Institution on the Image Online service;

b) not contact the Financial Institution for whom Lloyds TSB is administering the Online Image service. The Customer should contact the relevant department on the account details letter in all instances should the Customer or any Users require help or support with the Online Image System;

c) not transfer the access details for the Online Image service to other employees who are not Users;

d) not make any changes to the Lockbox password on the Online Image service;

e) not make any changes to the digital certificate. The digital certificates provided pursuant to the Online Image service remain in the ownership of the Financial Institution.

4.3.8 The Customer agrees to immediately inform Lloyds TSB in writing should Users no longer be employed by the Customer or should Users no longer require access to the Online Image service.

Acceptable Payees:

4.4 The Customer warrants and represents that Acceptable Payees are recognised variations of the Customer’s name and do not represent separate legal entities. The Customer agrees that Lloyds TSB and the relevant Financial Institution may treat Cheques made payable to an Acceptable Payee (and any variation of the Acceptable Payee’s name which the Financial Institution deems reasonable) in the same way as Cheques made payable to the Customer. For the avoidance of doubt, the indemnity in Clause 7.5 applies to any losses suffered by Lloyds TSB as a result of accepting Cheques made payable to an Acceptable Payee.

Returns Processing:

4.5 If a Financial Institution informs Lloyds TSB that a Cheque has been returned for any reason, Lloyds TSB will debit the Customer’s Currency Account in the amount of the returned Cheque together with related interest and reasonable costs. Lloyds TSB will inform the Customer that the Cheque has been returned and will send the returned Cheque to the Customer with supporting information and an explanation as to why the Cheque was returned. Additional charges will apply in respect of returned Cheques and will be taken on the day of the returned item.

4.6 The Customer acknowledges that Lloyds TSB may be required to reimburse the Financial Institution(s) for irregular items, such as forged endorsements or material alterations, discovered after a Cheque has been paid. This liability may remain outstanding for at least 6 years. The Customer agrees that Lloyds TSB maintains a full right of recourse against the Customer in such cases, as well as in respect of cheques returned for normal banking reasons.

5 Charges

5.1 The Customer agrees to pay to Lloyds TSB the Charges. Lloyds TSB will invoice the Customer each month for the Charges and the Customer authorises Lloyds TSB to debit the Charges shown on the invoice and any other Charges in relation to any returned Cheques referred to in Clause 5.6 below from the account, identified on the Virtual Bank service Registration Form. Lloyds TSB will debit the said account no less than 18 calendar days after the invoice date.

5.2 If the authority to Lloyds TSB (in Clause 5.1) to debit the Charges from the said account is cancelled, Lloyds TSB shall be entitled to cease providing the Virtual Bank service to the Customer and to terminate this Agreement.

5.3 If the Charges are not paid by the due dates, Lloyds TSB will be entitled to charge interest on the amount still outstanding. (This right applies after – as well as up to – the date of any formal demand or court judgement.) The interest rate will be 3% per annum above Lloyds TSB Bank plc’s base lending rate at the time. Any interest that is unpaid will be compounded once a month.

5.4 The Charges do not include:

5.4.1 VAT; or

5.4.2 any other taxes or duties payable in connection with banking services the Customer asks Lloyds TSB to supply via the Virtual Bank service; or

5.4.3 any other taxes or duties payable in connection with the supply and use of the Virtual Bank service (except those that are attributable to Lloyds TSB’s profits). The Customer will be responsible for paying any applicable taxes and duties at the applicable rate and in the way laid down by the applicable law.
5.5 Lloyds TSB may change its Charges at any time. If Lloyds TSB increases the Charges or introduces a new charge, Lloyds TSB will give the Customer at least 30 days’ written notice before the change takes effect. The Customer will be notified of such changes in writing. At any time up to 60 days from the date of the notification, the Customer may without notice terminate this Agreement without having to pay extra charges or interest for doing this.

5.6 Lloyds TSB reserves the right to charge the Customer for the Cheque returns processing described in Clause 4.5 above in writing before the customer uses the Virtual Bank service. Lloyds TSB also reserves the right to charge the Customer for any electronic repairs which may need to be made as payment to the Virtual Bank service. These charges will be notified to the Customer on the Customer’s invoice.

5.7 To avoid any doubt, please note that the word ‘Charges’ as used in this Agreement only applies to Lloyds TSB’s charges for providing the Virtual Bank service to the Customer.

6 Confidentiality

6.1 Lloyds TSB and the Customer agree and undertake that during this Agreement and thereafter each party will keep confidential and will not use for its own purposes or without the prior written consent of the other party disclose directly or indirectly to any third party any information concerning the business and affairs of the other (including trade secrets and information of commercial value but for the avoidance of doubt not including the fact of this Agreement) which may become known to such party as a result of the performance of this Agreement unless such information:

6.1.1 is public knowledge other than as a result of a breach of this clause,

6.1.2 has been independently acquired from a third party without restriction on disclosure, or

6.1.3 is required by law or any regulatory body or for the purposes of litigation by or against either party to be disclosed.

Each party undertakes to the other to take all steps as shall from time to time be necessary to ensure compliance with the provisions of this clause by its employees, agents and sub-contractors. However, nothing in this Agreement shall prevent either Lloyds TSB Bank plc from disclosing information to other Lloyds TSB Group companies (including all companies with the Lloyds TSB name, Cheltenham & Gloucester plc and Scottish Widows plc and their associated companies) and their agents and sub-contractors and/or the Financial Institution(s) for the purposes of Lloyds TSB fulfilling its obligations under this Agreement.

7 Limitation of liability

7.1 Lloyds TSB shall not be liable for any loss, damage, injury, interruption, delay or non-performance arising out of:

7.1.1 causes beyond Lloyds TSB’s control, including (but not limited to):

- fire, storm, flood or acts of God; or
- I strikes or other labour disputes (even if they involve Lloyds TSB employees); or
- explosion, war, riot or other civil disturbance; or
- any intervention by government or other authority; or
- the failure or fluctuation of any power supply; or

7.1.2 use of the US Dollar Lockbox service and/or Online Image service as applicable:

- in a way or for a purpose not recommended, authorised or intended by Lloyds TSB; or
- in contravention of any law or regulation (in any relevant jurisdiction); or

7.1.3 the actions or omissions of any third party including (but not limited to) the loss or destruction of any Cheques or Receipts by the Financial Institution(s) or the refusal of the Financial Institution(s) to accept or process an Electronic Funds Transfer or a Cheque for any reason; or

7.1.4 the failure of Lloyds TSB to act on the instructions of the Customer where Lloyds TSB reasonably believed that by following such instructions it would have violated any law or regulation.

7.2 Lloyds TSB shall not be liable for any consequential or indirect losses, loss of profits, loss of business, loss of goodwill or any form of special damages whatsoever and howsoever arising and whether such liability was reasonably foreseeable or not and whether or not Lloyds TSB has been advised of the possibility of such loss being incurred.

7.3 Without prejudice to any other provision of this Agreement, Lloyds TSB shall not be liable for any loss, damage, injury, interruption, delay, loss of data or non-performance howsoever caused or arising save to the extent that:

7.3.1 the same is caused directly by the fraud, breach of this agreement or negligence of Lloyds TSB, its servants or agents; and

7.3.2 in the case of claims arising from breach of this agreement or negligence, the total aggregate liability of Lloyds TSB to the Customer in any given Year in respect of all claims arising out of or in connection with this Agreement shall not exceed the total amount of Charges actually paid by the Customer to Lloyds TSB for the Virtual Bank service during the Year and Year shall mean a period of 12 calendar months prior to the liability arising or such lesser period as this Agreement has been in effect.

7.4 Nothing in this Agreement shall be construed so as to exclude or limit the liability of either party in respect of death or personal injury caused by negligence or in respect of any fraudulent misrepresentation.

7.5 The Customer hereby agrees to indemnify Lloyds TSB against any loss or damage and any claims, actions, proceedings, costs or expenses suffered or incurred by Lloyds TSB by reason directly or indirectly of the Customer’s employees’, servants’, agents’ or representatives’ negligence or failure to act in accordance with the terms of this Agreement or of Lloyds TSB acting in accordance with the terms of this Agreement.

8 Termination

8.1 This Agreement may be terminated immediately by notice in writing by either party if the other commits a material breach of any term of this Agreement which (in the case of a breach capable of being remedied) is not remedied within 30 days of receipt of a written request to do so.

8.2 Lloyds TSB reserves the right to immediately suspend the operation of the Virtual Bank service and/or Online Image service (either generally or in relation to a particular Customer) if:

8.2.1 Lloyds TSB is instructed to do so by the Financial Institution(s);

8.2.2 the Financial Institution(s) terminate or suspend their agreement with Lloyds TSB to facilitate the Virtual Bank service and/or Online Image service; and/or

8.2.3 either Lloyds TSB or the Financial Institution(s) has reason to suspect use of the Virtual Bank service and/or Online Image service by the Customer in contravention of any law or regulation.

8.3 This Agreement may be terminated in accordance with Clause 5.3 and 5.6 above and Clause 11.2 below.

8.4 Either party may terminate this Agreement by giving 30 days’ notice in writing to the other party.

8.5 Termination of this Agreement (howsoever occasioned) shall not affect any accrued rights or liabilities of either party nor shall it affect any provision, which is intended to apply after such termination. The provisions of Clauses 5, 6, 7, 9 and 10 shall survive termination of this Agreement.

9 Data protection

9.1 All personal data provided by the Customer shall only be used in relation to the provision of the Virtual Bank service by Lloyds TSB to the Customer. The Customer shall ensure that all those of its employees, in respect of whom data is provided to Lloyds TSB by the Customer, have consented to such use.

9.2 The Customer shall comply with all relevant data protection and privacy laws applicable to the use by the Customer of the Virtual Bank service.

9.3 The Customer agrees and acknowledges that Lloyds TSB may disclose the Customer’s employees’ personal data to the Financial Institution(s) to enable the Financial Institution(s) to carry out their obligations to Lloyds TSB with respect to the Customer’s Collection Account(s) and/or Online Image Access. The personal data disclosed by Lloyds TSB to the Financial Institution(s) will be the minimum required for the Customer to participate in the Virtual Bank service.
9.4 The Customer agrees that Lloyds TSB and/or the Financial Institution shall administer the Virtual Bank service from and within countries outside the European Economic Area (including but not limited to the US). This will involve the transfer of the Customer's data to such countries. This may include personal data. Such countries may not always have the same level of data protection laws as the United Kingdom.

9.5 The Customer represents and warrants that it has obtained the consent of any individuals to which personal data may refer before agreeing to Clause 9 above and Clause 10 below and that the Customer has made such individuals aware that their personal data may be transferred to certain countries which may not have the same level of data protection laws as the United Kingdom.

10 Disclosure of Customer information

The Customer agrees to promptly provide Lloyds TSB and the Financial Institution(s) with all necessary information and assistance to ensure compliance with the instructions or requests of any governmental or regulatory bodies (either in the US or elsewhere) where such instructions or requests relate to the provision of the Virtual Bank service. The Customer also consents to the disclosure by Lloyds TSB and/or the Financial Institution of any information relating to the Customer (or individuals connected with the Customer) which is requested by such governmental or regulatory bodies or as is requested by the Financial Institutions from time to time.

11 General provisions

11.1 The Customer agrees and acknowledges that the Customer shall be contracting with Lloyds TSB solely with respect to the Collection Account(s) and the Virtual Bank service and that it has no direct or indirect contractual relationship with the Financial Institution(s) with respect to such services. The Customer agrees therefore that the Financial Institution(s) does not owe the Customer any duty of care (either expressly or implied).

11.2 Without affecting Lloyds TSB’s right to change the Charges (as set out in Clause 5.6 above), Lloyds TSB may change the terms of this Agreement, typically in order to:

11.2.1 comply with legal, fiscal or regulatory requirements;
11.2.2 rectify errors, omissions, inaccuracies or ambiguities;
11.1.3 take account of any corporate reorganisation within the Lloyds TSB group of companies; and
11.1.4 reflect alterations in the scope and nature of the service which Lloyds TSB is able to provide to the Customer under this Agreement in accordance with Lloyds TSB’s systems capabilities and routines and having regard to market practice and overall customer demand.

If the change is to the Customer’s disadvantage, Lloyds TSB will give the Customer 30 days’ written notice before Lloyds TSB makes the change. At any time up to 60 days from the date of the notification, the Customer may without notice terminate this Agreement without having to pay extra charges or interest for doing this. If a change is not to the Customer’s disadvantage Lloyds TSB may make a change immediately and tell the Customer about it in writing within 30 days. If Lloyds TSB has made a major change, or a lot of minor changes, in anyone year, Lloyds TSB will give the Customer a copy of the new terms and conditions or a summary of the changes. All such notification will be given to the Customer by post or e-mail sent to the Primary Contact Person.

11.3 The Customer acknowledges that Lloyds TSB may sub-contract any one or more of its activities under this Agreement to any one or more of Lloyds TSB’s sub-contractors.

11.4 The failure of either party to enforce (or delay in enforcing) any term of this Agreement shall not be regarded as a waiver of such rights and shall not prevent either party from subsequently enforcing such rights that it has under this Agreement.

11.5 Any notice to be given under this Agreement shall be delivered, where Lloyds TSB is the receiving party, by post to LloydsLink Registrations, Corporate Customer Service, Lloyds TSB Bank plc, City Office, PO Box 72, Bailey Drive, Gillingham Business Park, Kent ME8 0LS, United Kingdom and where the Customer is the receiving party, by post or e-mail to the Primary Contact Person whose correspondence and e-mail address have been notified in the Virtual Bank service Registration Form or such other correspondence or e-mail address of the Primary Contact Person as notified to Lloyds TSB. For the avoidance of doubt, any contact by Lloyds TSB with the Customer in relation to the Virtual Bank service shall be with the Primary Contact Person and it will be the responsibility of the Primary Contact Person to pass on any relevant information to the appropriate person within the Customer. If there is any change to the Customer details or to the Primary Contact Person, the Customer (acting through its authorised signatories) shall notify such changes (and, if applicable, provide a specimen signature of the new Primary Contact Person) to Lloyds TSB in writing to the address set out in this clause.

11.6 If any provision of this Agreement shall be found by any court of competent jurisdiction to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the other provisions of this Agreement that shall remain in full force and effect.

11.7 If there are two or more persons comprised in the expression the Customer then the undertakings and liabilities of the Customer under this Agreement shall be joint and several undertakings and liabilities of each of them and shall be construed accordingly and reference herein to Customer shall mean any one or more of them.

11.8 If the Customer is a partnership then this Agreement shall continue in full force and effect and continue to bind each of the partners comprising the Customer notwithstanding any change in the name, style or constitution of the Customer whether by the death or retirement of a partner or partners in the Customer or the introduction of a new partner or partners into the Customer or otherwise.

11.9 This Agreement may not be assigned by the Customer without the prior written consent of Lloyds TSB, which shall not be unreasonably withheld or delayed. Lloyds TSB shall have the right to assign, transfer or novate this Agreement to any third party on providing the Customer with 30 days’ notice.

11.10 This Agreement shall not give any third party any enforceable right of action or benefit and the Contracts (Rights of Third Parties) Act 1999 is therefore hereby excluded.

11.11 This Agreement shall be governed by and construed in accordance with English law and the parties hereto agree to submit to the exclusive jurisdiction of the courts of England.

11.12 Lloyds TSB may record or monitor phone calls with the Customer in case Lloyds TSB needs to check that it has carried out the Customer’s instructions correctly and to help improve Lloyds TSB’s quality of service.

11.13 We aim to provide the highest level of customer service possible. If you do experience a problem, we will always seek to resolve this as quickly and efficiently as possible.

11.14 If you would like a copy of our complaint procedures, please contact your Relationship Manager or any of our Corporate Banking offices. You can also find details on our website, at www.lloydstsb.com/corporatemarkets.