



Bonds, Guarantees and/or Indemnities Facility Key Terms

Barclays Bank PLC (the **Bank**) is pleased to offer the Borrower (defined below) a bonds, guarantees and/or indemnities facility (the **Facility**). The terms of the Facility are contained in this document (the **Key Terms**) and the Terms and Conditions delivered with the Key Terms.

Borrower: Bonmarche Limited (registered company number 07909526)

Facility Amount: £4,000,000.00

Currency: Sterling

Purpose: General corporate purposes.

Fees: These fees will be agreed between the Borrower and the Bank.

In respect of each Obligation issued by the Bank, the Borrower shall pay to the Bank ancillary fees and charges for ancillary services and disbursements provided or incurred by the Bank in the amounts notified by the Bank to the Borrower from time to time, or otherwise as agreed in writing between the parties.

Financial Information: The Borrower will provide the Bank with:

- (a) copies of its unabridged audited accounts including a balance sheet, profit and loss account and cashflow, as soon as they are available and not later than 180 days from the end of each of its financial years; and
- (b) copies of Bonmarche Holdings PLC unabridged audited accounts including a balance sheet, profit and loss account and cashflow, as soon as they are available and not later than 180 days from the end of each of its financial years; and
- (c) copies of Bonmarche Holdings PLC consolidated unaudited monthly management accounts in form and substance satisfactory to the Bank, including a balance sheet, profit and loss account, cashflow and financial director's commentary as soon as they are available and not later than 30 days from the end of the period to which they relate; and
- (d) copies of Bonmarche Holdings PLC unaudited consolidated quarterly management accounts in form and substance satisfactory to the Bank, including a balance sheet, profit and loss account, cashflow and

Restricted - External



cashflow forecasts to the 6 month period in respect of the group, as soon as they are available and not later than 45 days from the end of the period to which they relate; and

- (e) copies of Bonmarche Holdings PLC consolidated annual budget in form and substance satisfactory to the Bank, including profit and loss account , balance sheet and cashflow not later than 30 days after the start of each of its financial years; and
- (f) any other information which the Bank may request from time to time.

Payment Account: The account agreed by the Bank and the Borrower from time to time to be the Payment Account.

New Security Required: There is no New Security Required.

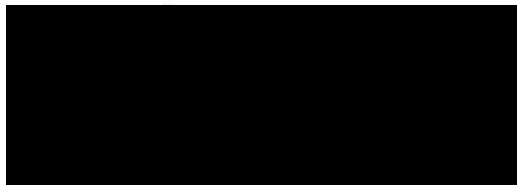
Existing Security: The security listed in the Schedule to the Key Terms (if any).

Security Conditions: No Security Conditions apply.

Special Conditions: In relation to any Obligation issued for the purpose of guaranteeing duty deferment payments, the level of the Borrower's liability to the Bank will be twice the face value of the relevant Obligation and the Utilised Amount is amended accordingly.

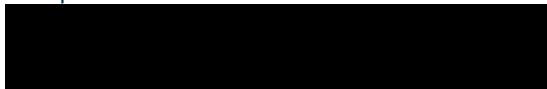
Additional Conditions Precedent: There are no Additional Conditions Precedent.

For and on behalf of
Barclays Bank PLC



Date: 8 February 2019

Corporate Team



Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Key Terms: KTBG1210618

5-19210787255



By utilising the Facility, you confirm that you have made any guarantor(s) and/or any provider(s) of security in respect of this Facility aware of the terms contained in this Facility Agreement and that they have agreed that the guarantee or, as applicable, Security Interest extends and applies to this Facility.

The above confirmation confers a benefit on the Secured Parties and is intended to be relied upon by the Secured Parties by virtue of the Contracts (Rights of Third Parties) Act 1999.

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Key Terms: KTBGI210618

5-19210787255



THE SCHEDULE

Existing Security

A Debenture granted by Bonmarche Limited in favour of Barclays Bank PLC

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Key Terms: KTBG1210618

5-19210787255



Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Key Terms: KTBG1210618

5-19210787255



Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Key Terms: KTBG1210618

5-19210787255





Bonds, Guarantees and/or Indemnities Facility Terms and Conditions

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518

5-19210787255



Bonds Guarantees and/or Indemnities Facility Terms and Conditions

1. Definitions

Terms defined in the Key Terms or these terms and conditions (the **Terms and Conditions**) have the same meaning when used in any part of the Facility Agreement. In the Facility Agreement, unless the context otherwise requires:

Barclays Group means Barclays PLC and its Subsidiaries;

BGI Finance Documents means collectively the Facility Agreement and the Counter-Indemnities.

Business Day means a day (other than a Saturday or Sunday) on which the Bank is ordinarily open to effect transactions of the kind contemplated in the Facility Agreement and, if a payment is to be made in euros, on which any payment system chosen by the Bank is operating for the transfer of funds for the same day value;

Currency Equivalent means, in relation to an amount denominated in a currency which is not the Currency, the amount of the Currency which could be purchased with such other currency at the Bank's spot rate for the purchase of the Currency with such other currency on the date on which the conversion is required;

Counter-Indemnities means the counter-indemnities in form and substance satisfactory to the Bank from time to time held by the Bank in relation to the Obligations and, unless the context otherwise requires, includes each or any of them;

euro means the lawful currency of member states from time to time participating in the single currency introduced in the third stage of economic union pursuant to the Treaty establishing the European Community (as amended);

Facility means the uncommitted standby letters of credit, bonds, guarantees and/or indemnities facility made available to the Borrower under the Facility Agreement;

Facility Agreement means collectively the Key Terms and these Terms and Conditions;

Obligations means standby letters of credit, bonds, guarantees and/or indemnities issued by the Bank or its correspondents under the Facility and, unless the context otherwise requires, includes each or any of them. All Obligations are issued subject to the terms and conditions set out in the Bank's application form for issue of standby letters of credit or bonds, guarantees and indemnities (as applicable). Standby letters of credit will additionally be issued subject to the most current edition of either the Uniform Customs and Practice for Documentary Credits (2007 Revision) or the International Standby Practices ISP98 published by the International Chamber of Commerce as at the relevant issue date (or, in each case, any replacement of such rules published by the international Chamber of Commerce);

Secured Party means any member of the Barclays Group who has an interest (legal or beneficial) in any Security Interest and/or guarantees in respect of the Facility from time to time including any delegate, agent, attorney or co-trustee of the Security Trustee or any receiver or receiver and manager or administrative receiver in respect of the same;

Security Interest means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect;

Security Trustee means Barclays Security Trustee Limited;

Sterling and **£** mean the lawful currency for the time being of the UK;

Subsidiary means a subsidiary undertaking as defined in the Companies Act 2006;

Utilised Amount means, on the date on which the calculation is required, the maximum amount of all liabilities due, owing or incurred, whether actually or contingently and whether presently payable or not, by the Bank under or in connection with the Obligations, including

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518



where Obligations are denominated in a currency which is not the Currency, the Currency Equivalent of the relevant liabilities of the Bank in relation to such Obligations; and

VAT means value added tax or any similar tax substituted for it from time to time.

2. Interpretation

2.1 References to statutory provisions are to provisions of United Kingdom statutes and include references to amended, extended or re-enacted versions.

2.2 References to the Borrower, the Parent (if named in the Key Terms), the Bank or Secured Party shall include references to their respective successors and permitted assigns or transferees.

2.3 References to **indebtedness** or **amounts outstanding** shall include any obligation for the payment or repayment of money (whether present or future, actual or contingent).

2.4 **person** means any person, firm, company, corporation, government, state, agency of a state, association, trust or partnership.

2.5 **partnership** means any partnership other than a limited liability partnership established under the *Limited Liability Partnerships Act 2000*.

2.6 **company** includes any company or corporation irrespective of its jurisdiction of incorporation and a limited liability partnership established under the *Limited Liability Partnerships Act 2000*.

2.7 References to a time of the day are references to the time in London.

2.8 If all or part of the Facility is denominated in the currency of a state which adopts the euro as its currency after the date of the Key Terms, the Bank shall be entitled to make such changes to the Facility Agreement as it reasonably considers are necessary to reflect the changeover to the euro (including, without limitation, the rounding (up or down) of fixed monetary amounts to

convenient fixed amounts in euros and amending any provisions to reflect the market conventions for any facility of the kind contemplated in the Facility Agreement).

2.9 A person who is not a party to the Facility Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefits of the Facility Agreement apart from the Secured Parties who are entitled to rely upon the confirmations regarding the extension and applicability of any existing guarantee and/or Security Interest to the Facility (if any) set out in the Facility Agreement.

3. Purpose

The Facility shall only be used for the Purpose.

4. Availability

4.1 The Bank may review the Facility from time to time and at least annually. The Bank will write to the Borrower if the Bank decides to vary the terms of the Facility.

4.2 Notwithstanding any other provision of the Facility Agreement, the Bank shall have no obligation to issue any Obligation and the Bank may agree, or decline, to issue any Obligation in its absolute discretion.

5. Conditions precedent

5.1 The Facility may be utilised by the Borrower provided that, before the first utilisation, the Bank or the Security Trustee has received in form and substance satisfactory to it:

- (a) the Key Terms signed by the parties to it;
- (b) the Counter-Indemnities signed by the parties to them;
- (c) if required and the Borrower is or includes a company, a certified true copy of a resolution of its board of directors or members (as the case may be):
 - (i) accepting the Facility on the terms of the BGI Finance Documents;
 - (ii) authorising specified persons to sign the Key Terms and Counter-Indemnities; and

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCGBI300518



- (iii) specifying those persons whose instructions (jointly or alone) the Bank is authorised to accept in all matters concerning the Facility, together with confirmed specimen signatures of each of those persons and of each of the persons referred to in (ii) above, if not already provided to the Bank;
- (d) any evidence required for the purposes of any "know your customer", "know your business" or other similar checks;
- (e) the New Security Required duly executed by the chargors/guarantors together with such other documents relating to them as the Bank or the Security Trustee requires; and
- (f) the Additional Conditions Precedent.

6. Utilisation

- 6.1 The Bank agrees to issue Obligations in the Currency and/or other agreed currencies when requested by the Borrower, provided that:
- (a) no Obligation may be issued if, as a result, the Utilised Amount would exceed the Facility Amount;
 - (b) the terms of the relevant Obligation (including the identity of the beneficiary and any other relevant entity and any expiry date or maturity date of a relevant Obligation) have been approved by the Bank;
 - (c) the Borrower has provided all information in connection with the relevant Obligation required by the Bank;
 - (d) no Obligation may be issued until the conditions precedent in Condition 5 (*Conditions precedent*) have been satisfied;
 - (e) the Borrower has agreed to pay the Fees in relation to the relevant Obligation; and
 - (f) no Obligation may be issued until the Bank has satisfied itself that it holds a Counter-Indemnity in respect of such Obligation or, as the case may be, such Obligation is covered by an existing Counter-Indemnity.

- 6.2 An Obligation may only be issued after the Additional Conditions Precedent applicable to that Obligation have been satisfied.

7. Security

- 7.1 In order to protect each Secured Party's position in the event that the Borrower is unable to pay the Secured Parties in full (but without affecting the terms of any security and/or guarantees), the Facility and all other indebtedness for the time being owing by the Borrower to each Secured Party will be secured by any security and/or guarantees which are held by, or on behalf of, the Secured Parties from time to time (including, without limitation, the Existing Security and the New Security Required). Notwithstanding any other provision of the Facility Agreement, the Facility will not be secured by any legal mortgage over residential property granted under a regulated mortgage contract under Article 61(3)(a) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001.

- 7.2 The Bank may at any time require any asset secured in favour of any Secured Party to be professionally valued at the Borrower's expense.

- 7.3 The Borrower undertakes to comply with the Security Conditions and agrees that the Special Conditions (if any) shall apply to the Facility.

8. Repayment

- 8.1 Notwithstanding any other provision of the Facility Agreement, the Bank may, in its sole discretion at any time:
- (a) cancel the Facility; and/or
 - (b) cancel its agreement to issue any Obligations (including Obligations requested but unissued);
 - (c) demand from the Borrower the payment of all amounts outstanding (if any) under the BGI Finance Documents whereupon the same shall be immediately due and payable; and/or
 - (d) require the Borrower to deposit and maintain with any member of the Barclays Group an amount in the

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518



Currency sufficient to cover the Utilised Amount and require the Borrower to give security over the money so deposited (together with interest accruing thereon) in form and substance satisfactory to the Bank or the Security Trustee to secure the Borrower's liabilities to the Secured Parties under the BGI Finance Documents.

9. Fees

- 9.1 The Borrower shall pay the Fees (plus any VAT payable on such fees) to the Bank, as specified in the Key Terms. Any fee payable in advance for a specific period will not be refundable in the event that any Obligation to which such fee relates is cancelled during such period.
- 9.2 The Bank shall be entitled from time to time to review and vary the amount of any fees payable, by written notice to the Borrower.
- 9.3 If the Borrower is a client of Barclays Bank UK PLC (Barclays UK), the Borrower acknowledges that:
- (a) this product is available to clients of Barclays UK through referral to Barclays Bank PLC;
 - (b) referred products will be owned and administered by Barclays Bank PLC; and
 - (c) in connection with the introduction of the Borrower to the Bank (if applicable) and the ongoing relationship management by Barclays UK (or any successor or assigns), the Bank may pay a portion of the revenue generated by the Bank from the provision of such facilities on a portfolio basis annually to Barclays UK. The payment of the above does not affect the information provided to the Borrower by Barclays UK and the Borrower confirms that it has not relied on any advice from Barclays UK in relation to the Facility or the product.

10. Payments

10.1 All payments by the Borrower under the BGI Finance Documents shall be made in full to the Bank for value on the due date by such times and in such funds as the Bank may specify as being customary at the time for settlement of transactions in the Currency in the place of payment, without set-off or counterclaim and free and clear of any deduction or withholding on account of tax or otherwise. If the Borrower is required by law to make any deduction or withholding from any payment under the BGI Finance Documents, the sum due from the Borrower in respect of such payment shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the Bank receives a net sum equal to the sum which it would have received had no such deduction or withholding been required.

10.2 The Bank may, at its discretion debit any sums due from the Borrower under the BGI Finance Documents to any account of the Borrower with any member of the Barclays Group.

11. Information

The Borrower will provide the Bank with the Financial Information as specified in the Key Terms.

12. Costs and expenses

The Borrower shall reimburse the Bank on demand on a full indemnity basis all valuation and legal fees and other out of pocket expenses (including VAT) incurred by the Bank in connection with the enforcement and/or preservation by the Bank of its rights under the BGI Finance Documents.

13. Change of circumstances

In the event of any change in applicable law or regulation or the existing requirements of, or new requirements being imposed by, the Bank of England, the Financial Conduct Authority, the Prudential Regulation Authority or other regulatory authority (whether or not having the force of law) which results in an increase to the Bank in

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518



the cost of funding, maintaining or making available the Facility or reduces the effective return to the Bank from the Facility, then the Borrower shall pay on demand such sum as may be certified by the Bank as being necessary to compensate for such increased cost or such reduction.

14. Indemnities

14.1 The Borrower shall indemnify the Bank on demand for any cost, expense, loss or liability suffered or incurred by the Bank in consequence of:

- (a) the Bank making demand for payment;
- (b) any default or delay by the Borrower in the payment of any amount when due in respect of the BGI Finance Documents; and
- (c) the non performance of any other obligation under the BGI Finance Documents.

14.2 If any amount outstanding in respect of the BGI Finance Documents is paid or recovered in a currency (the "other currency") other than that in which it is required to be paid (the "contractual currency"), then, to the extent that the payment (when converted at the then applicable rate of exchange) falls short of the amount unpaid, the Borrower shall, as a separate and independent obligation, fully indemnify the Bank on demand against the amount of the shortfall. For the purposes of this paragraph the expression "rate of exchange" means the rate at which the Bank is able as soon as practicable after receipt to purchase the contractual currency in London with the other currency.

14.3 If the Bank agrees that the Borrower may deliver to the Bank any of the documents referred to in Condition 5.1 (*Conditions precedent*) in portable document format (PDF), attached to an e-mail, the Borrower shall indemnify the Bank on demand for any cost, expense, loss or liability suffered or incurred by the Bank in consequence of any failure by the Borrower to deliver to the Bank original signed copies of any of

those documents within any period agreed by the Bank.

15. Notifications binding

All notifications or determinations given or made by the Bank shall be conclusive and binding on the Borrower, except in the case of manifest error.

16. Assignment and transfers

The Borrower may not assign or transfer all or any of its rights and/or obligations in respect of the Facility. The Bank may assign or transfer all or any of its rights and/or obligations in respect of the Facility, in whole or in part, to any person or persons including any actual or prospective assignee or transferee or to any other person (i) in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in relation to the Facility.

17. Set-off

The Bank may at any time without prior notice to the Borrower (and irrespective of any instructions to the contrary) apply any credit balance of the Borrower in any currency on any account with any member of the Barclays Group (or any amount paid to it by or on behalf of the Borrower) in or towards the payment or discharge of any indebtedness due, owing or incurred to the Bank by the Borrower. The Bank may use that credit balance (or amount) to buy any currency needed for that purpose. This right is without prejudice to any other rights the Bank may have at law.

18. Invalidity and forbearance

18.1 If any provision of any document relating to the Facility is or becomes invalid or unenforceable to any extent, the remainder of that document shall not be affected and each such provision shall be valid and enforceable to the fullest extent permitted by law.

18.2 All rights, powers and privileges under the

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518



documents relating to the Facility shall continue in full force and effect, regardless of the Bank's exercising, delaying in exercising or omitting to exercise any of them. The rights and remedies of the Bank in respect of the Facility are cumulative and not exclusive of any right or remedy provided by law.

19. Liability

19.1 Where the Borrower consists of more than one party, each such party shall be individually as well as jointly liable for all amounts payable under the BGI Finance Documents. In the event of death, bankruptcy, liquidation (including the passing of a resolution for liquidation) or dissolution of one or more such parties or an application for administration, an administration order or voluntary arrangement and/or any analogous proceedings in any other jurisdiction, the obligations of the other parties shall continue in full force and effect.

19.2 If the Borrower is a partnership, all partners at the time the Facility is taken up and any new partners shall be individually as well as jointly liable for all amounts payable under the BGI Finance Documents. If a partner leaves the partnership he or she shall continue to be jointly and individually liable until the Bank confirms in writing that such liability is cancelled. If requested, any new partner will sign any document requested by the Bank to confirm its individual and joint liability as provided for in this Condition 19.2.

20. Notices and Confidentiality

20.1 Every notice, request or other communication shall:

- (a) be in writing delivered personally or by prepaid first class letter or facsimile transmission or by electronic mail or other electronic means as agreed between the Bank and the Borrower;
- (b) be deemed to have been received by the Borrower, in the case of a letter when delivered personally or 48 hours after it has been sent by first class post or, in the case of a facsimile transmission or

electronic mail, at the time of transmission (provided that if the date of transmission is not a Business Day or the time of the transmission is after 17.00 on a Business Day it shall be deemed to have been received at the opening of business on the next Business Day); and

- (c) be sent (i) to the Borrower at the address advised to the Bank; and (ii) to the Bank at the address advised to the Borrower from time to time or to such other address as may be notified in writing by the relevant party to the other.

20.2 All notices, requests and communications to the Bank shall be effective only on actual receipt by the Bank in readable form at the address specified by the Bank.

20.3 The Borrower agrees that the Bank may share any information, obtained at any time, from whatever source relating to the Borrower, its Subsidiaries, the Facility and any guarantee or security to:

- (a) any Borrower, its Subsidiaries or any provider of any guarantee or security;
- (b) any member of the Barclays Group and any of its or their officers, directors, employees, professional advisers, auditors and any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian;
- (c) any credit reference or rating agency;
- (d) anyone the Bank considers to be or likely to be involved in an assignment or transfer or possible assignment or transfer of all or any of its rights and/or obligations in respect of the Facility, in whole or in part, including any person or persons (i) in connection with a securitisation of all or any part of the loan assets of any member of the Barclays Group from time to time or (ii) who may otherwise enter into contractual relations with any member of the Barclays Group in connection with the Facility;
- (e) anyone to whom information is required or requested to be disclosed

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518



by any court of competent jurisdiction or governmental, banking, taxation or regulatory authority or similar body; and

- (f) anyone to whom information is required or requested to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes.

20.4 The Bank will look after the information provided to the Bank by the Borrower when the Facility was applied for, and use it for processing the application and administering the Facility, for research or analysis, and to prevent and detect fraud. The Bank will also share it with fraud prevention agencies for these purposes, and keep it for so long as the law and legitimate business purposes allow.

21. Governing law

21.1 The BGI Finance Documents, and all non-contractual obligations arising out of or in connection with it, are governed by English law and the parties to it (other than the Bank) each submit to the exclusive jurisdiction of the English Courts.

21.2 Condition 21.1 (*Governing law*) is for the benefit of the Bank only. As a result, it does not prevent the Bank from taking proceedings relating to any dispute relating to the Facility or the documents relating to the Facility in any other courts with jurisdiction. To the extent allowed by law the Bank may take concurrent proceedings in any number of jurisdictions.

22. Trade transactions

From time to time and at its sole discretion, the Bank may conduct random checks and enquiries via its external agents and correspondents regarding certain aspects of trade transactions financed or proposed to be financed by the Bank. This may include, but is not limited to, checks on maritime or over-land movements of goods, carriers, forwarding agents, warehouse agents and/or parties to trade transactions. By utilising the Facility, the Borrower is

deemed to consent to the Bank conducting all such checks and enquiries. The Bank will not charge the Borrower for any costs incurred by the Bank in connection with any such checks and enquiries, nor will the Bank be obliged to disclose any information the Bank receives to the Borrower. It remains the Borrower's full responsibility to conduct such enquiries and due diligence on its trade transactions as it considers necessary in all the circumstances.

23. Sanctions

The Borrower shall not undertake any business through the Bank involving (directly or indirectly) any country or entity subject to economic sanctions imposed from time to time by applicable United Kingdom, European Union, United States or United Nations authorities without the Bank's prior written consent.

24. Service

The Borrower should contact the Bank if there are any terms of the BGI Finance Documents it wishes to discuss. Alternatively the Borrower may wish to seek independent advice to help it fully understand the Facility Agreement and the implications of its terms.

Complaints about our service

The Bank wants to hear from the Borrower if the Borrower feels unhappy about the service it has received from the Bank. Letting the Bank know the Borrower's concerns gives the Bank the opportunity to put matters right for the Borrower and improve service to all the Bank's customers. If the Borrower has reason to complain the Borrower may do so in person, in writing by post or email or by telephone. Details of the Bank's complaints handling procedures are available on request from any branch, the Borrower's relationship team or servicing team, the Barclays Information Line on 0800 400 100* or www.barclays.co.uk.

Financial Ombudsman Service

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518



If the Bank is unable to resolve the Borrower's complaint internally to its satisfaction, or the Bank has not resolved the Borrower's complaint within 8 weeks from when the Borrower first let the Bank know about its concerns and it is an eligible complainant, the Borrower may be able to refer its complaint to the Financial Ombudsman Service, Exchange Tower, London E14 9SR (www.financial-ombudsman.org.uk). The Financial Ombudsman Service is an organisation set up by law to give consumers a free and independent service for resolving disputes with financial firms. Details of those who are eligible complainants can be obtained from the Financial Ombudsman Service.

*Calls to 0800 numbers are free from UK land lines and personal mobiles, otherwise call charges may apply. Please check with your service provider. To maintain a quality service we may monitor or record phone calls.

Restricted - External

Barclays is a trading name of Barclays Bank PLC and its subsidiaries. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702). Registered in England. Registered number is 1026167 with registered office at 1 Churchill Place, London E14 5HP.
BGI Terms and Conditions: TCBGI300518

5-19210787255



Principal Trade Services tariff sheet

The following tariff rates will apply to all new transactions entered into from 1 November 2018 (the 'Effective Date'), unless the customer has an alternative agreement with the bank.

Export Documentary Letters of Credit		Import Documentary Letters of Credit		Bonds, Guarantees and Indemnities & Standby Letters of Credit	
Charges		Charges		Charges	
Advising Charge	£75	Risk Margin for Issuance	Case by Case	Issuance Commission (Risk Margin)	Case by Case min £150
Confirmation of Letter of Credit	Case by Case min £250	Opening Handling Charge	£150	Issuance Charge	£100
Amendment Charge	£75	Acceptance or Deferred Payment Charge	Case by Case	Amendment Charge	£60
(if amount is increased or term is extended, an additional risk margin will be payable)		Amendment Charge	£75	(if amount is increased or term is extended, an additional risk margin will be payable)	
Pre-check of Documents	£60	(if amount is increased or term is extended, an additional risk margin will be payable)		Settlement of Claim	£125
Document Handling Charge (unchecked documents)	£100	Document Examination Charge	0.145% min £100	Signing under Power of Attorney	£65
Document Negotiation, Acceptance or Deferred payment	Case by Case	Discrepant Document Handling Charge	£75	Cancellation Request	£60
Document Examination Charge	0.145% min £100	Additional charges		Advising of another bank's guarantee	£95
Discrepant Document Handling Charge	£75	Correspondent Bank Charges	Case by Case	Additional charges	
Assignment of proceeds to third party	0.3% min £250	(applicable both within and outside the Barclays network)		Courier Charge	£20
Transfer under Transferable Letter of Credit	0.5% min £250	Courier Charge	£20	Correspondent Bank Charges	Case by Case
Additional charges		Delivery/Release Order [†]	£125	(applicable both within and outside the Barclays network)	
Courier Charge	£20	Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.		Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.	
Electronic settlement to a non-Barclays account	£20				
Reimbursement Claim (unless pre-advised)	£35				
The above charges may be for you or the buyer depending on the instruction received from the instructing bank.					
Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.					
Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.					

Export Collections	Import Collections	Trade Loans
<p>Charges</p> <p>Collections delivered to our Trade Operations 0.35% min £30 max £100</p> <p>Collections submitted electronically via Global Trade Portal 0.20% min £30 max £80</p> <p>What is included</p> <p>For a standard collection all Barclays charges will be included in the above charges. This includes postage, regular chasers (maximum five) to the overseas bank and correspondence relating to the collection, and settlement by same day transfer to an account with Barclays in the UK.</p> <p>Additional charges</p> <p>Electronic settlement to a non-Barclays account £20</p> <p>Courier Charge £20</p> <p>Overdue Handling Charge^A £10 per month</p> <p>No Activity (after 3 months) £40</p> <p>Overseas Bank Charge^F Case by Case</p> <p>Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.</p>	<p>Charges</p> <p>Sight Collections 0.25% min £40 max £100</p> <p>Term Collections 0.50% min £55 max £150</p> <p>Additional charges</p> <p>Holding Unpaid (after agreed due date – includes tracers) £35 per month</p> <p>Delivery/Release Order¹ £125</p> <p>Noting/Protesting £35 (plus third party costs)</p> <p>Unclear Instructions £25</p> <p>The above charges may be for you or the seller depending on the instruction received from the remitting bank.</p> <p>Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.</p>	<p>Charges</p> <p>Risk Margin Case by Case</p> <p>Drawdown £50</p> <p>Extension of Tenor £100</p> <p>Payment Transfer Charge (per supplier payment) £5</p> <p>Breakage costs may also be incurred for early repayment and these will be advised on a case by case basis.</p> <p>Settlement & SWIFT Charges may also be incurred and these will be advised on a case by case basis.</p>

Glossary of terms

Settlement Charge – this is the cost of arranging inter-bank fund transfers.

SWIFT – Society for Worldwide Interbank Financial Telecommunication – supplies secure messaging services to financial institutions and corporates.

Changes to charges

As per all Barclays facilities the standard tariffs are subject to change from time to time.

Further information

We may contract out certain services to specialist providers under strict confidentiality rules. In such circumstances, a proportion of our charge for the item represents the fees we pay to the service provider.

These products are available to clients of Barclays Bank UK PLC through referral to Barclays Bank PLC. Referred products will be owned and administered by Barclays Bank PLC. A portion of the revenue generated from referred products may be shared with Barclays Bank UK PLC. Alternative service providers in the market may offer similar products.

^FAccording to the fees of the overseas bank.

¹Charged when goods have been consigned to Barclays Bank PLC.

^ACharged where a collection remains outstanding for three months after being first presented or three months after any due date for payment. The overdue handling charges will cover chasers and related correspondence.

You can get this in Braille, large print or audio by calling +44 (0)330 159 4862* (via Text Relay if appropriate).

*Calls to 03 numbers will cost the same as a call to an 01 or 02 number and will be included in any inclusive minutes. To maintain a quality service, we may monitor or record phone calls. Lines are open Monday to Friday, 9am to 5pm.

Barclays Bank PLC is registered in England (Company No. 1026167) with its registered office at 1 Churchill Place, London E14 5HP. Barclays Bank PLC is authorised by the Prudential Regulation Authority, and regulated by the Financial Conduct Authority (Financial Services Register No. 122702) and the Prudential Regulation Authority. Barclays is a trading name and trade mark of Barclays PLC and its subsidiaries.

Item Ref: 9912382. November 2018.