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## ARENA TERMS AND CONDITIONS

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## 1. THE PARTIES TO THIS DOCUMENT

- 1.1 Unless the context suggests otherwise:
- 1.1.1 references to “we”, “us” and “our” in this document (the “Arena Terms”) are references to the relevant banking institution that you normally deal with, which shall be either Lloyds Bank plc, Bank of Scotland plc; or Lloyds Bank Corporate Markets plc and
- 1.1.2 references to “you” and “your” are references to you as a client or customer of Lloyds Bank plc, Bank of Scotland plc or Lloyds Bank Corporate Markets plc.
- 1.2 Lloyds Bank plc is a company registered in England and Wales with company number 2065. The registered office of Lloyds Bank plc is at: 25 Gresham Street, London EC2V 7HN. Lloyds Bank plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278.
- 1.3 Bank of Scotland plc is a company registered in Scotland with company number SC327000. The registered office of Bank of Scotland plc is at: The Mound, Edinburgh EH1 1YZ. Bank of Scotland plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 169628.
- 1.4 Lloyds Bank Corporate Markets plc is a company registered in England and Wales with company number 10399850. The registered office of Lloyds Bank Corporate Markets plc is at: 25 Gresham Street, London EC2V 7HN. Lloyds Bank Corporate Markets plc is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 763256.
- 1.5 Lloyds Bank Corporate Markets plc, is a wholly owned subsidiary of Lloyds Banking Group. This is a separate entity to Lloyds Bank plc and Bank of Scotland plc which covers all of the Group’s retail and most commercial activities in the UK. Due to its product offerings, the counterparties and the markets in which they operate, Lloyds Bank Corporate Markets plc may be exposed to a different degree of risk compared to Lloyds Bank plc or Bank of Scotland plc. This is a reflection of the separation of the wholesale and investment banking activities which Lloyds Bank Corporate Markets plc may undertake, from the retail banking activities of the other entities.
- 1.6 Lloyds Bank is a trading name of Lloyds Bank plc, Bank of Scotland plc and Lloyds Bank Corporate Markets plc. Eligible deposits with Lloyds Bank are protected by the Financial Services Compensation Scheme (FSCS). Further information about the scheme (including the amounts covered and eligibility to claim) can be obtained from the FSCS via its website [www.FSCS.org.uk](http://www.FSCS.org.uk) or by calling the FSCS on 0207 741 4100 or 0800 678 1100.

## 2. SCOPE OF THIS DOCUMENT

- 2.1 These Arena Terms supplement the General Terms of Business, which apply to the overall corporate banking relationship between you and us, and set out certain important regulatory matters.
- 2.2 These Arena Terms apply specifically to our provision and to your and any of your Users’ use of Arena, including to you and your Users’ use of the Platform, to any Orders, and to any Transactions.
- 2.3 In addition, any Transactions may also be subject to the relevant Transaction Terms, and also to any terms specified in the relevant Transaction Acknowledgement.
- 2.4 Any relevant Transaction Acknowledgement, any relevant Transaction Terms, these Arena Terms and the General Terms of Business (if applicable) (together, the “Arena Agreements”) each constitute legally binding agreements between you and us. If there is any conflict between any of the Arena Agreements, the order of priority shall be as per the list at the beginning of this Clause 2.4.

- 2.5 These Arena Terms will become legally binding between you and us on the date that your authorised representative completes the Arena Registration Form and accepts these Arena Terms on your behalf.

## 3. YOUR USE OF ARENA

- 3.1 If you are an existing corporate banking customer of us, you may apply (in the manner we specify) to register to use Arena. We reserve the right to reject, for any reason, any such application for registration.
- 3.2 You must specify in your application for registration at least one User. If you subsequently wish to authorise any additional User, you must submit an additional application for registration in respect of each such User.
- 3.3 If at any point following your registration to Arena you wish to cancel any individual User’s subscription, or disable a module you have previously subscribed to, you must notify us in writing. We shall use reasonable endeavours to unsubscribe the relevant User or module (as applicable) as soon as reasonably practicable but in any event, no later than five (5) days following receipt of such notification.
- 3.4 Without prejudice to any other rights any remedies that we may have under this Agreement and at law, we may at any time, suspend or terminate use of Arena by any individual User, if, in our reasonable opinion, we believe that the User is not complying with these Arena Terms, any Arena materials or the User Guide, or is otherwise using Arena in a manner that we, in our discretion, believe is unacceptable.
- 3.5 You shall not, and shall procure that your Users do not attempt to gain unauthorised access to Arena, to any User accounts, or to any of our other computer systems or networks through hacking, password mining or other means. We may use any legal and technical remedies available to us to prevent or remedy any breach of this Clause 3.5.
- 3.6 You agree that:
- 3.6.1 any User is authorised by you to use Arena to the full extent that you are permitted to use Arena by us in accordance with these Arena Terms;
- 3.6.2 we may treat any person who reasonably appears to be a User (including any person using your Login details) as you, and you shall be responsible for the acts and omissions (and any resulting losses) of any such person as if such acts and omissions were your own, whether or not they were acting fraudulently;
- 3.6.3 you shall be responsible for ensuring that you have in place adequate controls to monitor the use of Arena by Users, and to restrict access to Arena on your behalf to only Users who have been registered with us;
- 3.6.4 you shall comply, and shall procure that any Users comply, with all applicable terms and conditions relating to the use of Arena, and with all applicable procedures and instructions issued by us; and
- 3.6.5 you shall not and shall procure that any Users do not use Arena:
- (A) in a way or for a purpose not authorised or intended by us;
- (B) fraudulently, or in breach of Applicable Law or the Arena Agreements;
- (C) other than for your own commercial purposes;
- (d) in an offensive manner by the use of abusive, foul or derogatory language or otherwise; or
- (E) in a manner that could damage, disable, overburden or impair our servers or networks or interfere with any other party’s use and enjoyment of Arena.

## 4. THE BASIS ON WHICH WE PROVIDE ARENA

- 4.1 Arena is a “request for quote” Platform where you may request us to quote a price at which we may be prepared to enter into a Transaction. Requesting a quote does not oblige us to provide you with a quote, or enter into a Transaction.
- 4.2 In addition, all Transactions are entered into on an ‘execution-only’ basis. In providing Arena we do not provide any advice (although you may receive advice from us as a result of other services that we provide).
- 4.3 With the exception of specific modules (for which we may, in our discretion, require further authority from you and your Users to access), any information or tool made available on the Platform is generic and available to all customers. Tools and Information are provided on an ‘information-only’ basis, and, unless we inform you otherwise, must not be treated as advice that is suitable for you or is based on your individual circumstances. We are not responsible for the decisions that you or your Users make as result of you using any such information or tools and are not liable for any loss or damage that may arise from such decision.
- 4.4 We make no warranty or representation as to the accuracy of any content displayed on the Platform, except to the extent permitted by Applicable Law.
- 4.5 Where the Platform contains links or makes reference to other resources provided by third parties (such as websites), these are provided for your information only. We have no control over the content of any third party resources, and we accept no responsibility for them or for any loss or damage that may arise from your use of them.
- 4.6 Where the Platform contains links or makes reference to other resources provided by third parties (such as websites), you agree to use and to procure that your Users use such resources in accordance with the terms on which the relevant third party provides them to us, such terms to be notified by us to you from time to time.
- 4.7 Where you obtain any information from Arena that is provided by third parties, you may only store any news elements of that information for a maximum of thirty (30) days following receipt of such information.
- 4.8 Access to and use of the Platform is at your own risk and we do not warrant that the use of the Platform or any material downloaded from it will not cause damage to any property, or otherwise minimise or eliminate the inherent risks of the internet including but not limited to loss of data, computer virus infection, spyware, malicious software, trojans and worms.

## 5. USE OF INTERACTIVE TOOLS ON ARENA

- 5.1 Without prejudice to the provisions in Clause 4 above, the following shall apply to the use by you or any User of any chat function (an “Interactive Tool”) made available on Arena:
  - 5.1.1 the Interactive Tool is intended to provide a real time communication channel for discussion between you and us of matters relating to Transactions and financial markets. You may only use it for this purpose and in accordance with your trade, business or profession and not for any other purpose or with or for any third party;
  - 5.1.2 the Interactive Tool must not be used to transmit any message or attachment thereto which you or any User knows to be untrue, misleading, or which is unlawful, abusive (in any manner), libellous or otherwise would be viewed by a reasonable person as being objectionable in any way. Where you send any file or attachment using the interactive Tool, you will ensure that it is free from any computer virus or other malware that may damage or hinder our systems;

5.1.3 your, and each of your Users’ use of the Interactive Tool shall be subject to your compliance with Applicable Law. We may from time to time impose restrictions on your use of the Interactive Tool, including but not limited to, the number of messages, size of message and/or attachments you may post using the Interactive Tool, the hours and frequency of availability of the Interactive Tool and the duration for which messages posted on the Interactive Tool may be viewed; and

5.1.4 we may also retain and preserve messages and information posted by you on the Interactive Tool for our own use as we deem necessary and to comply with Applicable Laws. We may be obliged to disclose such information where required by Applicable Law, where requested by a regulatory or other governmental authority, or where necessary in order to protect us. We shall not be liable to you for any failure, defect or unavailability of the Interactive Tool including the loss or deletion of any message or attachment posted by you or us using the Interactive Tool.

5.2 For the avoidance of doubt, we are not under any obligation to provide an Interactive Tool to you and may remove any Interactive Tool at any point.

## 6. AVAILABILITY OF THE PLATFORM

6.1 We will use our reasonable endeavours to make the Platform available from Monday to Friday between the hours of 7am – 6pm, but we do not guarantee that it will be available continuously during this time.

6.2 Your access to the Platform, any part of the Platform or any services provided on the Platform, may also be occasionally suspended or restricted to allow for:

6.2.1 repairs, maintenance, technical or operational reasons or for the introduction of new facilities or services;

6.2.2 the situation in which the supply of any service that we use to provide the Platform becomes unavailable to us for whatever reason and for whatever period or any contract or arrangement necessary for the provision of the Platform is terminated or suspended; or

6.2.3 our compliance with Applicable Law.

6.3 We will attempt to limit the frequency and duration of any suspension or restriction of the Platform, any part of the Platform or any service provided on the Platform and if we are able to, will give you prior notice of any outage, suspension or restricted use of the Platform as soon as reasonably practicable.

6.4 If you are unable to connect to the Platform, any part of the Platform or any service provided on the Platform for any reason you should contact the Helpdesk or your Relationship Manager for assistance.

6.5 The quality of your connection to the Platform, as well as rapid market fluctuations, may affect the speed at which information is displayed and refreshed on your computer. Therefore we cannot guarantee that any information (including prices) displayed on your computer at any time will be up-to-date.

6.6 If access to the Platform, any part of the Platform or any service provided on the Platform is suspended or restricted to you or any of your Users for a continuous period of more than five (5) days, you may, as your sole and exclusive remedy for the inability to use the Platform or any part of the Platform, terminate these Arena Terms upon prior written notice to us.

## 7. YOUR OBLIGATIONS IN RELATION TO SECURITY

7.1 We shall provide you with a username for each User. Each User is responsible for setting the password for their username.

- 7.2 You must, and must procure that all Users, keep all information that you hold relating to Arena (including all Login details), confidential at all times. We shall have no duty to verify the identity of any person purporting to be a User, other than by validating their Login details.
- 7.3 If you know or suspect that the security of the Platform has been compromised or is likely to be compromised (for example because a person who is not a User has obtained or is likely to obtain your Login details without our approval, or because your Login details have been lost or disclosed without authorisation) or that Arena has been or is likely to be misused, you must notify us immediately.

## 8. YOUR OBLIGATIONS IN RELATION TO I.T.

- 8.1 You are responsible for making sure that you and your Users are able to access the Platform whilst it is available. This includes having access to a computer that meets any recommended system requirements displayed on the Platform and/or notified to you from time to time.
- 8.2 You shall not (and nor shall you permit your Users or any third party to):
- 8.2.1 use any software or other tool, or take any action, which may compromise the security and control of access (both physically and logically) to the Platform by any unauthorised person;
- 8.2.2 create any links to or from any website to any part of the Platform, or cause the Platform to appear in any form (whether by framing, hypertext or otherwise) other than that presented by us;
- 8.2.3 adapt, alter, modify, copy, decompile or reverse engineer or otherwise reduce into human-readable form, any part of the Platform (or any information, techniques, tools (including the Interactive Tool) data or designs relating to the same); or
- 8.2.4 transmit or upload any material that contains viruses, trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt Arena or any of our systems.

## 9. INSTRUCTIONS

- 9.1 This Clause 9 applies to any Instructions given by you (from any User) to us. In addition, instructions that are Orders will also be subject to the provisions in Clause 10 below.
- 9.2 You shall be responsible for the content, completeness and accuracy of all Instructions, irrespective of how they are submitted.
- 9.3 We shall only be required to process an Instruction if it has been successfully received by us. If you are unsure as to whether or not an Instruction has been received or processed by us, it is your responsibility to contact the Helpdesk to confirm this.
- 9.4 Our receipt of any Instruction issued by you, or which reasonably purports to have been issued by you, shall constitute full and unconditional authority to us to carry out or act upon that Instruction, and we shall not be required to enquire as to the validity of any Instruction (unless we have received prior notice from which would reasonably indicate that such Instruction is invalid).
- 9.5 Except to the extent required by Applicable Law, we do not warrant or represent that we will process Instructions within any specified timescale. Any indication of timescale that is given to you is an estimate and shall not be binding on us.
- 9.6 We may decline to process, or delay the processing of, any Instruction if, in our absolute and reasonable discretion, we have good reason to do so. If we decline to process, or we delay the processing of, any Instruction, we shall inform you as soon as possible giving our reasons, provided that we are permitted to do so by Applicable Law. We may require you to confirm or clarify any Instruction, to agree to additional terms in relation to the relevant Instruction, to answer any security questions or to conduct any authentication procedures, before we process any Instruction.

## 10. ORDERS AND TRANSACTIONS

- 10.1 Each Transaction you enter into will be subject to any applicable Transaction Terms and the terms of the relevant Transaction Acknowledgement.
- 10.2 An Order (which will be deemed to arise upon your acceptance of any price quoted by us on the Platform) will only be deemed to be received by the Platform at the time at which the Platform actually receives it, which may not be immediately after you submit that Order.
- 10.3 The time at which any Order is accepted and a Transaction is entered into shall be the time at which the Platform generates a Transaction Acknowledgement in respect of such Order. Once you have received the Transaction Acknowledgement you are irrevocably bound to the terms of the Transaction between you and us, and in particular you then bear the risk of any movement in market rates or prices.
- 10.4 Any Transaction will be binding between you and us irrespective of whether you read or acknowledge the Transaction Acknowledgement.
- 10.5 If you place an Order but are unsure as to whether or not a Transaction has been entered into (for example because you have not received a Transaction Acknowledgement), you must contact the Helpdesk as soon as possible.
- 10.6 Any reference notes that you submit with an Order shall not form part of the Order, and shall not affect the terms of any Transaction or the terms of any other Arena Agreement, unless specifically confirmed by us in the Transaction Acknowledgement.
- 10.7 Any applicable rates (including interest rates and conversion rates) and charges shall be set by us in accordance with the relevant Transaction Terms or Transaction Acknowledgement.

## 11. ERRORS

- 11.1 You are responsible for checking and for procuring that your Users check any Transaction Acknowledgement that is sent by us.
- 11.2 From time to time, errors and omissions may occur in respect of Platform or Transactions (each an “Error”). If you know or suspect or are notified by any User that an Error has occurred:
- 11.2.1 you must notify us as soon as possible of the circumstances of the Error arising; and
- 11.2.2 we will then do our best to investigate those circumstances, and (where permitted by Applicable Law) we will notify you of our findings and any appropriate remedial measures that we will take.
- 11.3 Without prejudice to any rights we may have under Applicable Law, whilst we do not perform any “last look” procedures on Orders, we will not be bound by any Transaction (whether or not in respect of which a Transaction Acknowledgement has been generated by the Platform) which purports to have been made at a price quoted by us which manifestly does not represent the current market value for an Order of the size and nature specified at the relevant time, provided such Error is recognised by us within four (4) hours following the entering into of any such Transaction.

## 12. YOUR WARRANTIES

- 12.1 When you, and in turn your Users: (i) apply to register for Arena (whether for the first time or to register an additional User); (ii) log on to Arena; (iii) submit any Instruction; or (iv) enter into any Transaction, we are entitled to rely on the following warranties representations and undertakings as having been given by you (and you must notify us immediately if any of these are not the case now or at any point in the future):
- 12.1.1 you are not in breach of any Arena Agreement, and have not breached any Arena Agreement without informing us;
- 12.1.2 you are not infringing the rights of any third party, including intellectual property rights;

- 12.1.3 you are, and will remain, in full compliance with Applicable Law, and nothing under Applicable Law prohibits or restricts you from using Arena or fulfilling your obligations under the Arena Agreements;
- 12.1.4 all information that you or any of your Personnel (including any User) supply to us from time to time (whether via a registration form or otherwise) is complete, true, accurate and not misleading in any respect and you will inform us immediately, in writing, of any change to the information you have previously provided to us that could affect our dealings with you;
- 12.1.5 if you are a body corporate or unincorporated association, you are validly existing in accordance with Applicable Law and have obtained all necessary consents and authorisations under your constitutional or organisational documents;
- 12.1.6 you are using Arena in the course of your trade, business or profession, and not as a consumer;
- 12.1.7 except where we have agreed otherwise in writing, you act on your own behalf and not as the agent or representative of any other person, and where you do have our agreement to act on behalf of a third party (including any Affiliates), you have the authority to do so.
- 13.5.3 us exercising any right we have in accordance with the Arena Agreements, including those under Clause 9.6 and Clause 15;
- 13.5.4 your negligence, fraud or breach of the Arena Agreements or Applicable Law;
- 13.5.5 any failure by you (including any failure by any User) to comply with the terms of the Arena Agreements, the Arena Materials, the User Guide or any other reasonable instructions issued by us from time to time;
- 13.5.6 us being prevented from or delayed in performing our obligations under the Arena Agreements or from carrying on our business due to any Circumstance Outside Our Control;
- 13.5.7 any taxation or increase in taxation incurred by you;
- 13.5.8 any failure by you to insure;
- 13.5.9 any change in market conditions or delay before any Transaction is entered into;
- 13.5.10 any Error; or
- 13.5.11 any unavailability of the Platform due to any circumstance.

### 13. LIABILITY

- 13.1 This Clause 13 sets out our entire liability (including any liability for the acts or omissions of our Personnel and sub-contractors in respect of Arena) arising out of or in connection with these Arena Terms, including as a result of any breach of an Arena Agreement, representation, statement, tortious act or omission (including negligence), unless any other relevant Arena Agreement expressly stipulates otherwise.
- 13.2 All warranties, conditions and terms concerning Arena which might otherwise be implied (whether by statute, common law or otherwise) are expressly excluded to the fullest extent permitted by Applicable Law, unless any other relevant Arena Agreement expressly stipulates otherwise. In particular, we expressly disclaim all warranties or merchantability, satisfactory quality or fitness for a particular purpose, and all warranties that Arena will be error free or will operate without interruption.
- 13.3 You acknowledge and agree that these Arena Terms have been entered into between you and us. Nothing in these Arena Terms shall be interpreted as creating or be deemed to create a direct contractual relationship between us and any User and we shall therefore have no liability (nor shall any of our Personnel have any liability) to any of your Users for any losses, costs, claims, damages and expenses sustained or incurred as a result of their use of Arena.
- 13.4 We shall not be liable (and nor shall any of our Personnel be liable) for any loss of profits, loss of opportunity, decline in the value of any of your investments, assets, or Transactions, loss of business, loss or corruption of data, loss of goodwill, anticipated savings or similar loss or pure economic loss, whether such loss or damage was direct, indirect or foreseeable or whether or not we were aware that the same could occur. We shall further not be liable (and nor shall any of our Personnel be liable) for any special, indirect or consequential losses, costs, damages, charges or expenses howsoever arising in connection with the Arena Agreements or Arena.
- 13.5 In particular, we shall not be liable (and nor shall any of our Personnel be liable) for any loss or damage arising directly or indirectly from:
  - 13.5.1 any acts or omissions, or the insolvency (or similar), of any third party, including any financial institution or network operator;
  - 13.5.2 our compliance with Applicable Law or the terms of the Arena Agreements, including where we are required not to process your Instructions or where processing your Instructions may breach Applicable Law;
  - 13.5.3 us exercising any right we have in accordance with the Arena Agreements, including those under Clause 9.6 and Clause 15;
  - 13.5.4 your negligence, fraud or breach of the Arena Agreements or Applicable Law;
  - 13.5.5 any failure by you (including any failure by any User) to comply with the terms of the Arena Agreements, the Arena Materials, the User Guide or any other reasonable instructions issued by us from time to time;
  - 13.5.6 us being prevented from or delayed in performing our obligations under the Arena Agreements or from carrying on our business due to any Circumstance Outside Our Control;
  - 13.5.7 any taxation or increase in taxation incurred by you;
  - 13.5.8 any failure by you to insure;
  - 13.5.9 any change in market conditions or delay before any Transaction is entered into;
  - 13.5.10 any Error; or
  - 13.5.11 any unavailability of the Platform due to any circumstance.
- 13.6 Our total liability, whether in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising out of or in connection with the performance or contemplated performance of the Arena Agreements in any period of twelve (12) months (or if shorter, the period for which these Arena Terms have been in force) up to the date when the liability was incurred shall not exceed the sum of £10,000, unless any other relevant Arena Agreement expressly stipulates otherwise.
- 13.7 If you know, believe or have reason to believe that you (or anyone else) has breached any provision of the Arena Agreements, then you must inform us immediately.
- 13.8 Without prejudice to the forgoing provisions of this Clause 13 you shall fully indemnify us against all losses, costs, claims, damages and expenses which may be sustained or incurred by us as a result, whether directly or indirectly, of:
  - 13.8.1 incorrect, inaccurate or incomplete information or Instructions received from you;
  - 13.8.2 any unauthorised Transactions;
  - 13.8.3 any failure on your part (including failure by any User) to comply with the terms of the Arena Agreements, the User Guide or any other reasonable instructions issued by us from time to time;
  - 13.8.4 you being negligent, acting fraudulently or breaching Applicable Law; or
  - 13.8.5 any claim or allegation that any third party rights have been infringed by your use of Arena (including intellectual property rights).
- 13.9 You agree that the exclusions and limitations as set out in these Arena Terms are reasonable having regard to the circumstances and levels of risk in relation to our obligations under these Arena Terms.
- 13.10 Nothing in the Arena Agreements shall exclude or limit our liability to the extent that such an exclusion or limitation is not permissible under Applicable Law, including liability for death or personal injury caused by our negligence, or for fraud or fraudulent misrepresentation.

### 14. AMENDMENTS

- 14.1 We may, at our discretion, amend these Arena Terms by providing you with written notice in accordance with Clause 18.7 of such amendment, and/or of the restated Arena Terms as amended. The current Arena Terms (as amended, if applicable) are continuously available for download on the Platform.

- 14.2 Upon provision to you of written notice under Clause 18.7, we may also, at our discretion, notify Users of any such amendment by providing them with written notice via the Platform.
- 14.3 Any amendment to these Arena Terms will apply and become legally binding between you, your Users and us on the date that is thirty (30) days from the date that written notice is sent to you pursuant to Clause 14.1. You are of course free to terminate your use of Arena in accordance with Clause 15.3, if you do not accept the revised terms and conditions.

## 15. TERMINATION

- 15.1 These Arena Terms shall continue in force until terminated as provided in this Clause 15.
- 15.2 We may terminate these Arena Terms with immediate effect, or suspend the provision of Arena on the occurrence of any of the following events:
- 15.2.1 you or any of your Users, breach any provision of the Arena Agreements or we reasonably believe that you or any of your Users have breached or may breach any provision of the Arena Agreements;
- 15.2.2 you or any of your Users use Arena for or in connection with any purpose that is in breach of Applicable Law, we reasonably believe that you or any of your Users have or may breach Applicable Law, or Applicable Law requires us to terminate these Arena Terms or suspend the provision of Arena;
- 15.2.3 you cease to exist as a legal entity, or any steps are taken with a view to such an outcome;
- 15.2.4 you become insolvent or bankrupt, or any formal steps are taken against you, or procedures are initiated, in respect of your solvency; or
- 15.2.5 we reasonably believe there is a significantly increased risk that you may be unable to fulfil your liability to pay any amount that is owed to us, or is likely to be owed to us. We shall provide you notice of such termination or suspension, unless we are prohibited from doing so by Applicable Law.
- 15.3 Either you or we may terminate these Arena Terms by giving thirty (30) days' notice in writing to the other.
- 15.4 In the event that your corporate banking relationship with us ends, these Arena Terms will also terminate without further act of either by us.
- 15.5 On termination of these Arena Terms for any reason, and subject to any requirement of Applicable Law:
- 15.5.1 your right and your Users' rights to use Arena shall cease with immediate effect and no further action may be taken by us in respect of any Instruction, even if such Instruction is received by us prior to such termination;
- 15.5.2 the accrued rights of the parties as at termination, or the continuation of any provision that is intended to apply after termination, shall not be affected or prejudiced;
- 15.5.3 any outstanding Order that has not been executed prior to such termination shall be cancelled, unless otherwise agreed; and
- 15.5.4 the Transaction Terms and Transaction Acknowledgement relevant to any Transaction that was entered into prior to such termination shall not be affected, and where applicable the terms of such Transaction shall remain in force, unless otherwise agreed.

## 16. CONFIDENTIALITY AND PRIVACY

- 16.1 You agree to maintain in confidence and shall procure that each User shall maintain in confidence information disclosed by us to you via the Platform whether in tangible or intangible form and that neither you nor any User shall disclose the same to any third party or use the same except in accordance with the terms of the Arena Agreements.
- 16.2 You understand that we may use your, your Personnel's and any User's information, including all Personal Data (collectively "Information") in accordance with the General Terms of Business (if applicable and including, for the avoidance of doubt, the privacy policy set out in Clause 13 of the General Terms of Business) and this Clause 16.
- 16.3 If you (or anyone acting on your behalf) provide Information on behalf of any Personnel, User or other person or relating to another person, or act for any Personnel or Users who are not present, then you must ensure that you have the relevant person's consent or another lawful basis for the provision of that information, so that we can act in accordance with this Clause 16. Where you act on behalf of a Personnel or User, you must also share with them the details of this Clause 16.
- 16.4 We may disclose your information to third parties in connection with any sale or purchase of part of our business or assets.
- 16.5 To confirm your identity (or that of any of your Personnel or any Users) we may make searches at credit reference agencies, including electoral register information. Such searches may be recorded by the credit reference agencies but will not be used by other lenders or insurers when assessing lending or insurance risks, although they may be used for debt tracing and to prevent money laundering. We may also share your information with fraud prevention agencies and we may disclose your information to comply with Applicable Law.
- 16.6 For our protection, to comply with Applicable Law and to help maintain service quality, we may:
- 16.6.1 record and monitor all telephone conversations of our trading, operations and marketing staff; and/or
- 16.6.2 retain any information provided to us by you or any User and/or correspondence between us and you or us and any User. We may be obliged to disclose such recordings, transcripts, correspondence and/or information where required by Applicable Law, where requested by a regulatory or other governmental authority or where necessary in order to protect us. Those recordings, transcripts, correspondence and/or information may also be used as evidence for the purposes of resolving any disputes with you. Recordings, transcripts, correspondence and information held by us may be destroyed periodically in accordance with our normal practice.

## 17. INTELLECTUAL PROPERTY

- 17.1 You acknowledge and agree that we and/or our licensors own all intellectual property rights in the Arena Materials including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and any other rights and licences in respect thereof and we grant to you a non-transferable, non-exclusive, royalty free right and licence to use the same solely for your internal purposes for the purpose of and to the extent necessary for access to and use of the Platform. You shall have no right to allow any third party other than your Personnel to use the Arena Materials on your behalf.
- 17.2 You grant to us an irrevocable, non-exclusive, royalty free right and licence to use all information supplied by you to us for the purpose of supplying the Platform and shall procure that any person authorised to access and use the Platform shall permit us to use the information related to that person for all purposes in connection with the supply of the Platform.

- 17.3 You shall have no right to copy, sell, distribute, transmit, sub-licence or duplicate to any third party any part of the Arena Materials including any part of the Arena Data, and you shall have no right to use the Platform to provide services to any third party. You shall not remove any proprietary notice on any part of the Arena Materials including any part of the Arena Data.
- 17.4 You shall comply with any additional restrictions on use of the Arena Materials including Arena Data provided by third party service providers, which we notify you of from time to time.
- 17.5 You agree to indemnify us against all claims, liability, damages, losses, costs and expenses arising as a result of any claim or demand from a third party resulting from a breach by you or any of the restrictions on use of Arena Materials under these Arena Terms.
- 17.6 Subject to Clause 16 and the General Terms of Business (if applicable), we will not sell information supplied to us by you but we reserve the right to anonymise and aggregate information we collect relating to your and our other customers' use of the Platform and to pass this to third parties for our own business purposes.

## 18. COMMUNICATIONS AND NOTICES

- 18.1 All communication between you and us, and all documents and information provided in relation to Arena will be in English.
- 18.2 You consent to us providing you and your Users with information via Secure Email, email and/or by placing such information on the Platform. You also authorise us to communicate with you by first class post, fax, telephone or e-mail at any time whatsoever.
- 18.3 Subject to the remainder of this Clause 18 and to any other agreement between us and you, any Instructions and other notices or messages required to be sent by you to us must be sent using Secure Email.
- 18.4 Orders must be submitted via the Platform and in the manner permitted by the Platform.
- 18.5 If you reasonably consider that an Instruction is time critical, you should contact your Relationship Manager to agree an appropriate alternative means of communication.
- 18.6 Unless otherwise required by this Clause 18, all notices or communications to the Bank must be sent by first class post or delivered by hand to the following address:
- e-Business team  
Lloyds Banking Group  
10 Gresham Street  
London EC2V 7HN  
United Kingdom**
- 18.7 We may communicate to you via Secure Email, email, first class post or fax, using any contact details that you have notified to us as being up to date.
- 18.8 Any communication that we make or address to any User in respect of Arena shall be deemed to have been made to you.
- 18.9 Any notice submitted by first class post in the UK shall be deemed to have been delivered on the second Business Day after posting, and any notice posted from outside the UK shall be deemed to have been delivered on the eighth day after posting.
- 18.10 Any notice submitted by Secure Email, email, or fax before 4pm (UK time) on a Business Day shall be deemed to have been delivered on that day, but otherwise on the next Business Day, unless a 'not sent' or 'not received' message is received by the sender.
- 19.2 No failure or delay by us or you to exercise any right or remedy provided under these Arena Terms or by Applicable Law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 19.3 If any Clause or part of these Arena Terms is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable, that provision will, to the extent required, be severed from the Arena Terms and this will not affect any other provisions of these Arena Terms which shall remain in full force and effect.
- 19.4 The Arena Agreements (as may be amended from time to time) constitute the complete and exclusive statement of the agreement between you and us with respect to Arena, which supersedes all proposals, oral or written, and all other communications between you and us relating to it. You agree that neither you nor we rely on any undertaking, promise, assurance, statement, representation, warranty or understanding (whether or not in writing) of any person (whether or not a party to the Arena Agreements) other than as expressly set forth in the Arena Agreements.
- 19.5 Unless stipulated otherwise in any relevant Transaction Terms or Transaction Acknowledgement, these Arena Terms, and the documents referred to in them, are made for the benefit of you and us and our respective successors and permitted assigns, are not intended to benefit, or be enforceable by, anyone else, and shall not confer on any person any right to enforce any term which that person would not have had but for the Contracts (Rights of Third Parties) Act 1999.
- 19.6 You shall not assign or transfer any of your rights and obligations under these Arena Terms without our prior written consent. We may assign, transfer or sub-contract all or any of our rights or obligations under these Arena Terms.
- 19.7 If there are two or more persons comprised in the expression "**you**" or "**your**", their undertakings and liabilities shall be joint and several and the reference to "**you**" or "**your**" shall be deemed to mean any one or more of them.
- 19.8 If you are a partnership, these Arena Terms shall continue in full force and effect and bind each of the partners notwithstanding any change in the name, style or constitution of the partnership whether by the death or the retirement of a partner or partners or the introduction of a new partner or partners or otherwise.
- 19.9 We aim to provide the highest level of service but if you should experience any problem we will seek to resolve it as quickly and efficiently as possible. A copy of the leaflet entitled "**How to voice your concerns**" may be obtained from your Relationship Manager on request. Our complaint procedures for retail clients and professional clients are referred to in our General Terms of Business.
- 19.10 These Arena Terms and any disputes or claims arising out of or in connection with its subject matter (including non-contractual obligations) shall be governed by, construed and take effect in all respects in accordance with the laws of England. You agree to submit to the non-exclusive jurisdiction of the English courts to settle any dispute or claim that arises out of or in connection with the agreement (and any non-contractual obligations). You acknowledge that the use of Arena in certain countries is subject to specific local legislation and regulations, and you agree to comply with any such legislative requirements and regulations as though they were set out herein.

## 19. GENERAL

- 19.1 We shall be exempted from the requirements of the Electronic Commerce (EC Directive) Regulations 2002 to the maximum extent permitted by Applicable Law.

## 20. DEFINITIONS

20.1 Certain words and expressions that begin with a capital letter in these Arena Terms have the meaning set out below or in the relevant Clause in which they appear for the purposes of these Arena Terms (unless stipulated otherwise):

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### Affiliate

In relation to a body corporate, any subsidiary or holding company of such body corporate, and any other subsidiary of any such holding company for the time being.

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### Applicable Law

Any laws, statutes, orders, rules, decisions, directives, regulations, requirements, conditions, standards, sanctions, guidelines and industry codes having legal effect or stipulated by any Body in any relevant jurisdiction, provided that such laws etc. are existing and in force from time to time and (where relevant in the context) are directly or indirectly applicable to us, you, the Arena Agreements or the Platform.

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### Arena

The 'Arena' service provided by us, including the provision of information, tools, and the ability to enter into Transactions.

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### Arena Agreements

Has the meaning given to that term in Clause 2.4.

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### Arena Data

All information, data and other content provided on the Platform.

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### Arena Materials

The Platform, the Arena Agreements, the User Guide and other documents or resources relating to Arena.

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### Arena Terms

This document.

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### Associate

Shall have the same meaning as in the glossary to the Handbook of Rules and Guidance of the Financial Services Authority.

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### Body

Any local, national or supra-national public body that is relevant to the Platform and Arena, including the UK government, the Financial Services Authority and/or other relevant financial services regulatory bodies, the Bank of England, the police, the Serious Fraud Office, the Serious Organised Crime Agency, the courts and Her Majesty's Revenue and Customs, which is in existence from time to time.

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### Business Day

A day (excluding Saturday and Sunday) on which banks generally are open in England.

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### Circumstance Outside Our Control

Any abnormal or unforeseeable circumstances beyond our reasonable control including (without prejudice to the generality of the foregoing): acts of God; expropriation or confiscation of facilities; any form of war, hostilities, rebellion, terrorist activity, local or national emergency, sabotage or riots; floods, fires, explosions or other catastrophes or natural disasters; compliance with Applicable Law; failure of equipment, software or communications networks; or other circumstances affecting the supply of goods or services.

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### Clause

A clause in these Arena Terms.

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### General Terms of Business

If we have categorised you as a retail client or a professional client, the general terms of business relating to the corporate banking relationship between you and us from time to time.

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### Helpdesk

Our Arena helpdesk, which is contactable by telephone or email using the contact details displayed on the Platform from time to time, which for the time being are: +44 (0)20 7158 1712 and arena@lloydsbanking.com

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### Instruction

Any instruction submitted to you by us via an appropriate means of communication in accordance with Clause 18 in respect of your use or our provision of Arena, including any Order.

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### Login Details

The username and password for each User.

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### Order

An offer submitted by you or by any User on your behalf through the Platform to enter into a Transaction.

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### Personal Data

Personal Data has the meaning given to that term in the Data Protection Act 1998 as updated, amended or replaced from time to time.

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### Personnel

Any Associate, director, officer, employee or agent.

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### Platform

Our web-based platform providing Arena including any Arena Data.

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### Product

Any class of financial product in respect of which you or any User on your behalf, may enter into Transactions from time to time.

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### Relationship Manager

Your corporate banking relationship manager from time to time.

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### Secure Email

The authenticated secure email channel provided by us via the Platform.

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### Transaction

An agreement in relation to any Product that is entered into between you (either directly or by any User on your behalf) and us through the Platform (including an agreement to close an open position).

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### Transaction Acknowledgement

In relation to a Transaction, a pop-up window displayed on the Platform (the content of which is able to be saved locally, printed and copied), evidencing: (i) the Transaction, and (ii) certain relevant commercial terms that apply to the Transaction in addition to the relevant Transaction Terms.

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### Transaction Terms

In relation to a Product, the legal terms generally applicable to a Transaction in that Product.

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### User

An individual from your Personnel who has been approved by you to have access to use Arena on your behalf.

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### User Guide

The user guide to Arena, which is available from the Helpdesk and can be downloaded from the Platform.

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- 20.2 Any reference in these Arena Terms to a particular provision of Applicable Law (such as a statute or rule or other provision made by a Body) is deemed to include a reference to that provision as amended or re-enacted (or both) from time to time, to any subordinate provision made or other thing done by a Body under that provision, and any equivalent, similar or analogous provision under Applicable Law.
- 20.3 Any reference to a document (including information provided on the Platform) in any of the Arena Agreements is deemed to be a reference to that document (or information) as modified from time to time.
- 20.4 Any reference to 'including' or 'includes' in these Arena Terms is deemed to be a reference to 'including without limitation'.
- 20.5 Any heading in these Arena Terms will not affect their interpretation.