

COMMERCIAL BANKING

Delegated Reporting Standard Terms

Bank of Scotland plc

These terms apply immediately to new Relevant Transactions
(as described herein) and are effective from 1st March 2020
for existing Relevant Transactions.



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This document consists of the following:

- The **Important Information** in **Part I**, which you should read before you delegate your reporting obligations to us.
- **Part II** sets out the Terms and Conditions that govern our Delegated Reporting Standards.
- There is also a **Glossary** of key terms.

Part I - Important Information

1. Introduction

- 1.1 These Delegated Reporting Standard Terms ("DRS Terms") supplement and amend the General Terms of Business, which explains how your relationship with Bank of Scotland ("BOS") works.
- 1.2 Bank of Scotland plc has its registered office at The Mound, Edinburgh EH1 1YZ and it is registered in Scotland under no. SC327000. Bank of Scotland plc is part of the Lloyds Banking Group which comprises Lloyds Banking Group plc and its subsidiaries, associates and affiliated companies.
- 1.3 Lloyds Banking Group ("LBG") has been required by legislation to conduct banking activities through two separate banks, Bank of Scotland plc which is designated as the "ring fenced bank", and Lloyds Bank Corporate Markets plc which is the "non-ring fenced bank". Both are wholly owned subsidiaries of Lloyds Banking Group plc. Your contractual counterparty will be Bank of Scotland plc.
- 1.4 Bank of Scotland plc has appointed Lloyds Bank plc and Lloyds Bank Corporate Markets plc to provide certain services that enable Lloyds Bank plc to fulfil certain of its obligations to you under these Terms, subject always to Applicable Regulations. Even in these cases, your relationship is with Bank of Scotland plc and subject to these Terms.
- 1.5 By 'we', 'us' or 'our', we mean Bank of Scotland plc.
- 1.6 By 'you' or 'your', we mean you as a person (if you are a sole trader) and your business or legal entity (including companies and partnerships).
- 1.7 In these DRS Terms:
 - i. words and expressions shall have the particular meaning, if any, given to them in the body of these DRS Terms, the General Terms of Business and/or the Glossary set out at the end of these DRS Terms;
 - ii. reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and also to all statutory instruments or orders made pursuant to it;
 - iii. references to a person or entity include a company, corporation, firm, unincorporated or incorporated association, or statutory authority;
 - iv. unless the context requires otherwise, references to any document include reference to such document as may be amended, supplemented, novated, substituted or replaced from time to time; and
 - v. any phrase introduced by the words "including", "includes", "in particular", "for example" or "such as" or similar shall be construed as illustrative and shall not limit the generality of the related general words.
- 1.8 All communications between you and us and all information and documents from us shall be in English unless otherwise required by Applicable Regulations.
- 1.9 We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to our Delegated Reporting Service.

2. Understanding these Terms

- 2.1 These DRS Terms form a binding contract between you and us as of the date that your authorised representative returns your completed EMIR Questionnaire confirming your election to delegate and your acceptance of these DRS Terms.
- 2.2 In the event of any inconsistency or conflict between these DRS Terms and the General Terms of Business or Product Terms or Product Agreements, then the DRS Terms shall, to the extent of any such consistency, prevail.
- 2.3 We shall commence reporting your data in accordance with these DRS Terms as soon as reasonably practicable after receipt of your completed EMIR Questionnaire but in any event, no later than thirty (30) Business Days following receipt of your completed EMIR Questionnaire.
- 2.4 We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to our relationship.

3. If you have questions

- 3.1 If you have any questions about these DRS Terms, need further information, or would like another copy of these DRS Terms please contact your LBCM representative.

4. How we are regulated

- 4.1 Lloyds Bank Corporate Markets plc is authorised by the Prudential Regulation Authority (“PRA”), and regulated by the Financial Conduct Authority (“FCA”) and the Prudential Regulation Authority. The address of the FCA is 12 Endeavour Square, London E20 1JN. The address of the PRA is 20 Moorgate, London EC2R 6DA. Our authorised firm reference number is 763256. To find out more about us, see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768.
- 4.2 Although we are required to comply with the rules of the FCA, the PRA and other relevant regulators, they shall not give rise to any obligations or rights in contract between you and us except as provided by Applicable Regulations.

5. Important information about compensation arrangements

- 5.1 You may be protected by the Financial Services Compensation Scheme (FSCS).
- 5.2 Compensation may be available for eligible investment business. Further information about the scheme (including the amounts covered and eligibility to claim) can be obtained from our Website and from the FSCS via its website www.FSCS.org.uk or by calling the FSCS on 020 7741 4100 or 0800 678 1100.

6. If you have a disability

- 6.1 Please feel free to contact us if you would like this information in an alternative format such as braille, large print or audio.
- 6.2 If you have a hearing or speech impairment you can use Text Relay (previously TypeTalk) 6458. Your call may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of Service.

7. Complaints

- 7.1 If you experience a problem or wish to complain in relation to any aspect of our relationship under these DRS Terms, please bring this to the attention of your LBCM representative as soon as possible.
- 7.2 Once we receive your complaint we will write to you to acknowledge your complaint and let you know when you can expect a full response or to tell you what we have done to resolve the problem. Our full complaints policy is available upon request from your BOS representative.

- 7.3 Some customers will be “eligible complainants” and may be able to refer their complaint to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help.
- 7.4 The Financial Ombudsman Service can be reached at Exchange Tower, Harbour Exchange, London, E14 9SR. Tel: 0800 023 4567. Further details are available at www.financial-ombudsman.org.uk

Part II – General Terms and Conditions

8. Our relationship

- 8.1 Pursuant to Article 9 of Regulation (EU) 648/2012 of the European Parliament and of the Council on OTC Derivatives, Central Counterparties and Trade Repositories (“EMIR”), parties who enter into, modify or terminate certain derivatives transactions are required to report specified data to a Trade Repository registered in accordance with Article 55 of EMIR or recognised in accordance with Article 77 of EMIR (such a Trade Repository and such obligation, the “Reporting Requirement”).
- 8.2 In respect of each derivative transaction between you and us that is subject to the Reporting Requirement (each a “Relevant Transaction”), you request and authorise us to submit and we agree to use our best efforts to submit (a) Counterparty Data; and (b) Common Data (together, the “Reporting Data”), in each case by the deadline for reporting the Relevant Transaction as specified under Article 9 of EMIR (in each case, the Reporting Deadline) and to a Trade Repository.
- 8.3 We will report such Common Data to the Trade Repository as we, in good faith and in our discretion consider to represent accurately the Relevant Transaction. We will report the Counterparty Data in relation to you in respect of each Relevant Transaction based on information that you have provided to us in the EMIR Questionnaire or that we otherwise hold in respect of you, as determined by us in good faith and in our discretion. It is your responsibility to ensure you have an up-to-date Legal Entity Identifier to enable us to represent accurately the Relevant Transaction.
- 8.4 You will notify us promptly, and in any event before executing any subsequent Relevant Transaction, of any change to the Static Data. We will report the revised Static Data in respect of any Relevant Transaction executed more than ten (10) Business Days (or such shorter period as is reasonably practicable) following such notification of the change.
- 8.5 If we do not receive all required information to comply with your obligation under the Reporting Requirement before the Reporting Deadline, you acknowledge that we cannot comply with our obligations under these DRS Terms. We may, in our sole discretion, choose not to report Reporting Data if we reasonably believe we do not have sufficient information to do so or information is either incomplete or inaccurate.

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- 8.5 In respect of each Relevant Transaction, if we fail to report Reporting Data by the Reporting Deadline pursuant to these DRS Terms or otherwise, then you acknowledge that you are nonetheless entitled to report the relevant Reporting Data in relation to you to a Trade Repository or to appoint a Reporting Delegate to make such report on your behalf.

9. Errors

- 9.1 We may in good faith correct any error which we identify in any information that you provide to us.
- 9.2 However, we are not obliged to discover errors in the Reporting Data or to check the accuracy, authenticity or contents of any Reporting Data, whether that information derives from you, us, or any other person (including without limitation a trading venue, central counterparty or similar market infrastructure).
- 9.3 We are not obliged to discover errors in the Reporting Data or to check the accuracy, authenticity or contents of any Reporting Data, whether that information derives from you, us, or any other person (including without limitation a trading venue, central counterparty or similar market infrastructure). You will promptly notify us as soon as possible if you become aware of any material errors or omissions in any information which you have provided to us pursuant to paragraph 8 above or which has otherwise been reported by us to a Trade Repository pursuant to paragraph 8 (Reporting) above.
- 9.3 You and us will each use all reasonable efforts in good faith and in a commercially reasonable manner to resolve such error or omission so as to ensure compliance with the Reporting Requirement in respect of the Relevant Transaction.
- 9.3 Any information provided to a Trade Repository pursuant to these DRS Terms is provided without prejudice to any present or future dispute between you and us in relation to the information provided.
- 9.3 Any failure or delay in exercising any right, power or privilege under paragraphs 8 (Reporting) or 9 (Errors) will not be presumed to operate as a waiver in respect of any dispute between you and us in relation to the information provided.

10. Your Acknowledgements

10.1 You acknowledge and agree that:

- a) even though we will endeavour to report the Reporting Data to a Trade Repository as described in these DRS Terms, you remain wholly liable for the obligation to report such Reporting Data pursuant to the Reporting Requirement as well as any other relevant regulations or laws to which you are subject;
- b) we may utilise the services of third party service providers to provide you with this delegated reporting service;
- c) we will have no responsibility or liability for any acts or omissions of any third party service providers, Reporting Delegates or any Trade Repository we might utilise from time to time to provide you with this service;
- d) we do not take any responsibility for the accuracy of Reporting Data;
- e) we will not be required to provide any services or otherwise perform any other act or omission under these DRS Terms to the extent any such failure to provide services or otherwise perform is due to a breach of these DRS Terms by you, any Reporting Delegate or any Trade Repository;
- f) you will not have recourse against any Trade Repository or any Reporting Delegate, third party service providers in respect of the Reporting Data or any other activities contemplated by these DRS Terms; and
- g) you will not have direct access to the Reporting Data held at the Trade Repository pursuant to these DRS Terms. We will use our reasonable endeavours to make available to you details of the Reporting Data held at the Trade Repository, on Business Days between the hours of 09.00 and 17.00 hours(London time) but we do not guarantee that it will be available continuously during this time.
- h) you will provide us with accurate identifying information of all individuals with your permission to access the Reporting Data on your behalf. Prior to providing this information, you will have obtained all necessary consents to supply us and/or the Trade Repository with this information. You will promptly notify us in writing of any changes to this information. Maintaining connectivity necessary for you to view any Reporting Data is your

responsibility and we provide no warranty as to the available of access to this data at any time. If the Trade Repository offers direct access to the Reporting Data it may be subject to the relevant Trade Repository's fees, terms and conditions.

- i) we will have no responsibility for any acts or omissions by you or any third party arising out of unauthorized or fraudulent access to the Trade Repository; and
- j) we will have no responsibility for any losses arising in relation to your inability to access Trade Repository data.

11. Representatives

11.1 You represent to us (each such representation being deemed to be repeated on a continuous basis) that:

- a) you are fully authorised to enter into, and to perform your obligations under the DRS Terms;
- b) the completion, submission, execution, delivery and/or performance of the EMIR Questionnaire and these DRS Terms by you does not violate or conflict with any law applicable to you, any provision of your constitutional documents, any order or judgment of any court or other agency of government applicable to you or any of your assets or any contractual restriction binding on or affecting you or any of your assets;
- c) the EMIR Questionnaire together with these DRS Terms constitute valid, legal and binding obligations enforceable against you, except for the effect of bankruptcy, insolvency, re-organisation, moratorium and other similar laws relating to or affecting creditors' rights generally and to general equitable principles; and
- d) you hold and will comply with all consents, authorisations and licences (including, without limitation, governmental and regulatory consents) necessary for the exercise and performance by you of your rights and obligations under these DRS Terms.

12. Liability

- 12.1 We will, at all times, perform our obligations under these DRS Terms with reasonable care, provided that we will not be required to do or cause to be done anything which:
- a) is not permitted or is otherwise contrary to or inconsistent with the operating procedures of any third party service provider, Reporting Delegate or any Trade Repository;
 - b) we are prevented from doing so by any law, rule or regulation.
- 12.2 Notwithstanding any other provision of these DRS Terms but subject to the remaining provisions of this paragraph 12 (Liability), we will not have any liability to you (or any person claiming under or through you) whether in contract, tort (including negligence), breach of statutory or regulatory duty or otherwise, for:
- a) any losses arising directly from, or in connection with:
 - i. our provision of, or your use of, services under these DRS Terms;
 - ii. any acts or omissions of any third party, including but not limited to, any third party service provider, Reporting Delegate or a Trade Repository (including any decision by a Reporting Delegate or a Trade Repository not to permit us to report the Reporting Data via the Reporting Delegate or to a Trade Repository on your behalf);
 - iii. our performance of our obligations or exercise of our rights under these DRS Terms (including the use by us of a reporting interface or other technology provided by any Reporting Delegate); or
 - iv. a third party accessing or intercepting your information or data; except to the extent that such losses are due to our gross negligence, wilful default or fraud; or
 - b) any indirect or consequential loss or damage or for any direct or indirect loss of business, direct or indirect loss of profits, direct or indirect loss of anticipated savings or direct or indirect loss of goodwill.

- 12.3 You agree that this Clause 6 (Liability) represents a fair and equitable position. Nothing in these DRS Terms will exclude or limit any duty or liability which may not be excluded or limited under applicable law.

13. Force Majeure

- 13.1 If we are prevented, hindered or delayed from performing any of our obligations under these DRS Terms as a result of any event which occurs due to reasons outside of our control (including, but not limited to, any natural, technological, political or other cause) and which cannot be overcome by reasonable diligence and/or without unreasonable expense, such obligations will be suspended for so long as that event continues.

14. Indemnity

- 14.1 You will indemnify and hold harmless us, our directors, officers, employees, contractors and agents from and against any and all losses, damages, fines, penalties, costs, expenses or other liabilities (including reasonable legal and other professional fees) ("Losses") incurred by or awarded against them arising from or in connection with:
- a) any claim or action brought by any third party to the extent that such claim or action arises out of or in connection with or is caused, directly or indirectly, by the activities of the parties contemplated by these DRS Terms;
 - b) any information provided to us by you, including but not limited to all information included in the Reporting Data; or
 - c) any regulatory or investigative inquiries or information subpoenas which
 - d) arise out of or in connection with the activities of the parties contemplated by these DRS Terms, except to the extent that such Losses are the direct result of the fraud, wilful default or negligence of us, our directors, officers, employees, contractors and agents.

15. Confidentiality Waiver

- 15.1 You agree to waive confidentiality in accordance with the terms of Part II (Confidentiality Waiver) of the attachment to the ISDA 2013 EMIR Portfolio Reconciliation, Dispute Resolution and Disclosure Protocol (the "ISDA Protocol") for our benefit such that we can supply the service pursuant to these DRS Terms. The ISDA Protocol can be

found at
<http://assets.isda.org/media/f253b540-12/b9c7f210.pdf> .

16. Termination or Amendment

- 16.1 These DRS Terms (and the instruction to us to facilitate the reporting of certain derivatives transactions contained in the EMIR Questionnaire) may be terminated by either you or us upon ten (10) Business Days' written notice to the other.
- 16.2 The provisions of paragraph 12 (Liability), 14 (Indemnity), and 15 (Confidentiality Waiver), as well as this paragraph 16.2 (Termination) shall survive the expiration or termination of these DRS Terms.
- 16.3 We reserve the right at all times, subject to any rules of our regulators, to amend or vary these DRS Terms by providing you with notice. Any such amended or varied DRS Terms will also be posted on our Website.
- 16.4 We will give you thirty days' prior notice of any material changes to these DRS Terms before they take effect.

17. Notices

- 17.1 The contact details for you and us for all communications in connection with these DRS Terms and the EMIR Questionnaire are as set out in the EMIR Questionnaire.
- 17.2 All communication in connection with these DRS Terms and the EMIR Questionnaire must be in writing via either electronic communication or email (and such communications will be treated as being in writing) or by post

18. Governing Law

- 18.1 These DRS Terms and any non-contractual obligations arising out of, or in connection with it, shall be governed and construed in accordance with the laws of England and Wales.

19. Jurisdiction

- 19.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these DRS Terms (including any dispute relating to any non-contractual obligation arising out of or in connection with these DRS Terms).

Glossary

Business Day means a day (other than a Saturday or Sunday) in which we are open for normal business in London.

Common Data means, with respect to a Relevant Transaction, the information listed in Table 2 (Common Data) of the Reporting Annexes.

Counterparty Data means, with respect to a Relevant Transaction and you, the information listed in Table 1 (Counterparty Data) of the Reporting Annexes excluding any Excluded Counterparty Data.

EMIR Questionnaire means the pro-forma questionnaire sent by you to us by way of exchange of emails or by post, as relevant and through which you, inter alia:

- i. indicate your agreement to instruct us to facilitate the reporting of certain derivative transactions as required by EMIR on the terms of these DRS; and
- ii. agree to be bound by the terms of these DRS Terms.

European Union means the economic and political union established in 1993 by the Maastricht Treaty, with the aim of achieving closer economic and political union between member states that are primarily located in Europe.

Excluded Counterparty Data means, with respect to a Relevant Transaction and you, the information in relation to mark-to-market valuation or mark-to-model valuation, as the case may be, and in relation to collateral as listed in Table 1 (Counterparty Data) of the Reporting Annexes that is required to be reported on any day on which such information is required to be reported in accordance with the Reporting Requirement.

General Terms of Business means current Lloyds Bank Corporate Markets plc General Terms of Business for Commercial

Banking.

Relevant Transaction has the meaning ascribed to it in paragraph 8.2 (Reporting), which includes, for the avoidance of doubt, transactions between you and us entered into prior to the Reporting Start Date but nonetheless required to be reported under the

Reporting Annexes means:

- i. the Annex to the Commission Delegated Regulation (EU) No 148/2013 of 19 December 2012 and published 23 February 2013 in the Official Journal of the European Union; and
- ii. The Annex to the Commission Implementing Regulation (EU) No 1247/2012 of 19 December 2012 and published 21 December 2012 in the Official Journal of the European Union.

Reporting Delegate means a third party appointed by us and/or you to report the Counterparty Data in relation to us and/or you and/or the Common Data, in each case by the Reporting Deadline to the Trade Repository.

Reporting Deadline has the meaning ascribed to it in paragraph 8.2 (Reporting).

Reporting Start Date means, with respect to a Relevant Transaction, the first date on which details of such Relevant Transaction must be reported in accordance with Article 5 of Commission Implementing Regulation (EU) No 1247/2012 of 19 December 2012 and published 21 December 2012 in the Official Journal of the European Union.

Static Data means the data as required by rows 1 to 16 of Table 1 of the of Table 1 of the Reporting Annexes.

Website means

<https://business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations.html>