



Registration of a Charge

Company name: **SEYMOUR INTERNATIONAL LIMITED**

Company number: **02943795**



X9114FPE

Received for Electronic Filing: **17/11/2020**

Details of Charge

Date of creation: **17/11/2020**

Charge code: **0294 3795 0001**

Persons entitled: **LLOYDS BANK CORPORATE MARKETS PLC**

Brief description:

Contains fixed charge(s).

Contains negative pledge.

Authentication of Form

This form was authorised by: **a person with an interest in the registration of the charge.**

Authentication of Instrument

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S.859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **STUART FRATSON**



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 2943795

Charge code: 0294 3795 0001

The Registrar of Companies for England and Wales hereby certifies that a charge dated 17th November 2020 and created by SEYMOUR INTERNATIONAL LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th November 2020 .

Given at Companies House, Cardiff on 18th November 2020

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



Companies House



**THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES**

/3126864/GCST/2

Deposit agreement to secure own liabilities of a company or a limited liability partnership

To be presented for registration at Companies House against the Depositor within 21 days of
dating

To

Lloyds Bank Corporate Markets plc

Lloyds Bank is a trading name of Lloyds Bank plc, Bank of Scotland plc and Lloyds Bank Corporate Markets plc. Lloyds Bank plc. Registered Office: 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 2065. Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. SC327000. Lloyds Bank Corporate Markets plc. Registered office 25 Gresham Street, London EC2V 7HN. Registered in England and Wales no. 10399850. Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under registration number 119278, 169628 and 763256 respectively.

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THIS DEPOSIT AGREEMENT is made on the (day) 17th day of (month) NOVEMBER (year) 2020

BETWEEN

Seymour International Limited (the "Depositor") (Company number 02943795)
Media House Peterborough Business Park, Lynch Wood, Peterborough, United Kingdom, PE2 6EA

AND **Lloyds Bank Corporate Markets plc** (Registered number 10399850) (the "Lender") whose address for the purpose of this Agreement is at Mid Market Securities, Dept. , 5th Floor, 110 St Vincent Street, Glasgow, G2 5ER (or at such other address as the Lender may from time to time notify to me/us in writing for this purpose).

1. **DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, so far as the context admits, the following words and expressions shall have the following meanings:

"Account" means the account(s) described in the Schedule, any account(s) directly or indirectly replacing any of the account(s) described in the Schedule and any such account(s) or replacement account(s) as renamed and/or renumbered and/or redesignated and where there is more than one account any reference to "Account" shall include each such account individually as well as any or all of them taken together;

"Account Bank" means **Lloyds Bank plc** (Registered number 2065) whose address for the purposes of this Agreement is at Mid Market Securities, Dept. , 5th Floor, 110 St Vincent Street, Glasgow, G2 5ER (or at such other address as the Account Bank may from time to time notify to the Depositor in writing for this purpose);

"Deposit" means:

- (a) the debt or debts now or hereafter owing to the Depositor (in whatever currency denominated) by the Account Bank on the Account;
- (b) the debt or debts hereafter owing to the Depositor (in whatever currency denominated) by the Account Bank in connection with any money market or other deposit placed with the Account Bank from time to time using funds which have from time to time been credited to the Account; and
- (c) all interest (if any) now owing and hereafter to become owing in respect of the Account or any such deposit, including interest which is compounded and treated as principal,

and such expression shall include any amounts referred to in sub-clause 4.2 and clause 7;

"Insolvency Event" in relation to the Depositor means each of the following:

- (a) a meeting of the Depositor is convened for the purpose of considering a resolution to wind up the Depositor;
- (b) such a resolution as is mentioned in paragraph (a) is passed;
- (c) a meeting of the directors or members of the Depositor is convened for the purpose of considering a resolution to seek a winding up order, an administration order or the appointment of an administrator;
- (d) such a resolution as is mentioned in paragraph (c) is passed;
- (e) a petition for a winding up or an application for an administration order is made by the Depositor or its directors or members or is presented against the Depositor;

- (f) such an order as is mentioned in paragraph (e) is made;
- (g) a notice of appointment of or notice of intention to appoint an administrator is issued by the Depositor or its directors or members or by the holder of a qualifying floating charge or a proposal is made for, or the Depositor becomes subject to, any voluntary arrangement;
- (h) a receiver (administrative or otherwise) is appointed over all or part of the Depositor's assets;
- (i) the Depositor takes part in any action (including entering negotiations) with a view to readjustment, rescheduling, forgiveness or deferral of any part of the Depositor's indebtedness;
- (j) the Depositor proposes or makes any general assignment, composition or arrangement with or for the benefit of all or some of the Depositor's creditors;
- (k) the Depositor suspends or threatens to suspend making payments to all or some of the Depositor's creditors;
- (l) any action is taken in any jurisdiction which is similar or analogous to any of the foregoing; or
- (m) the Lender has reasonable grounds for believing that any of the foregoing is imminent;

"Secured Obligations" means:

- (a) all money and liabilities and other sums hereby agreed to be paid by the Depositor to the Lender; and
- (b) all other money and liabilities expressed to be secured hereby (including, without limitation, any expenses and charges arising out of or in connection with the acts or matters referred to in clause 12) and all other obligations and liabilities of the Depositor under this Agreement; and

"Value Added Tax" includes any other form of sales or turnover tax.

1.2 In this Agreement:

- (a) The expression the **"Depositor"**, the **"Account Bank"** and the **"Lender"** where the context admits include their respective successors in title and/or assigns, whether immediate or derivative. Any consents under this Agreement may be made or given in writing executed by any such successors or assigns of the Account Bank, the Lender and the Depositor hereby irrevocably appoints each of such successors and assigns to be its attorney in the terms and for the purposes set out in clause 8;
- (b) unless the context requires otherwise:
 - (i) the singular shall include the plural and vice versa;
 - (ii) any reference to a person shall include an individual, company, limited liability partnership or other body corporate, joint venture, society or an unincorporated association, organisation or body of persons (including without limitation a trust and a partnership) and any government, state, government or state agency or international organisation whether or not a legal entity. References to a person also include that person's successors and assigns whether immediate or derivative;
 - (iii) the expression **"this Agreement"** means this agreement and shall extend to every separate and independent stipulation contained herein;

- (iv) any right, entitlement or power which may be exercised or any determination which may be made by the Account Bank or the Lender under or in connection with this Agreement may be exercised or made in the absolute and unfettered discretion of the Account Bank or the Lender (as applicable) which shall not be under any obligation to give reasons therefor;
 - (v) references to any statutory provision (which for this purpose means any Act of Parliament, statutory instrument or regulation or European directive or regulation or other European legislation) shall include a reference to any modification, re-enactment or replacement thereof for the time being in force, all regulations made thereunder from time to time and any analogous provision or rule under any applicable foreign law;
 - (vi) for the avoidance of any doubt, the rights, powers and discretions conferred upon the Account Bank or the Lender (as applicable) by or pursuant to this Agreement shall (unless otherwise expressly stated) apply and be exercisable regardless of whether a demand has been made by the Lender for payment of the Secured Obligations or any of them; and
 - (vii) references to clauses, sub-clauses and schedules shall be references to clauses, sub-clauses and schedules of this Agreement;
- (c) if for any reason this Agreement shall not be, or shall cease to be, a valid and effective charge on the Deposit then this Agreement shall take effect as a charge of the beneficial interest of the Depositor in the Deposit; and
- (d) if there are two or more parties comprised in the expression the "Depositor" then:
 - (i) any reference to the "Depositor" shall where the context permits include all or any one or more of such parties;
 - (ii) all covenants and agreements herein contained or implied on the part of the "Depositor" shall be deemed to be joint and several covenants on the part of such parties;
 - (iii) if for any reason whatsoever this Agreement shall not be, or shall cease to be, binding on and effective against one or more of such parties, then this Agreement shall take effect as a charge over the beneficial interest of the other such party or parties in the Deposit and over such other estate, right, title or interest in the Deposit as such other party or parties may have;
 - (iv) any demand made under this Agreement shall be deemed to have been duly made if made on any one or more of such parties; and
 - (v) if any one or more of such parties is not bound by the provisions of this Agreement (whether by reason of its or their lack of capacity or improper execution of this Agreement or for any other reason whatsoever) the remaining party or parties shall be and remain bound by the provisions of this Agreement as if such other party or parties had never been party hereto.
- 1.3 The clause headings and marginal notes shall be ignored in construing this Agreement.
- 2. **AGREEMENT TO PAY**
 - 2.1 The Depositor shall pay to the Lender in accordance with any relevant agreement between the Lender and the Depositor relating to the amounts hereby secured or, in the absence of any such agreement, on demand:

- (a) all money and liabilities whether actual or contingent (including further advances made hereafter by the Lender) which now are or at any time hereafter may be due, owing or incurred from or by the Depositor to the Lender anywhere or for which the Depositor may be or become liable to the Lender in any manner whatsoever without limitation (and (in any case) whether alone or jointly with any other person and in whatever style, name or form and whether as principal or surety and notwithstanding that the same may at any earlier time have been due, owing or incurred to some other person and have subsequently become due, owing or incurred to the Lender as a result of a transfer, assignment or other transaction or by operation of law);
 - (b) interest on all such money and liabilities to the date of payment at such rate or rates as may from time to time be agreed between the Lender and the Depositor or, in the absence of such agreement, at the rate, in the case of an amount denominated in Sterling, of two percentage points per annum above the Account Bank's base rate for the time being in force (or its equivalent or substitute rate for the time being) or, in the case of an amount denominated in any currency or currency unit other than Sterling, at the rate of two percentage points per annum above the cost to the Lender (as conclusively determined by the Lender) of funding sums comparable to and in the currency or currency unit of such amount in the London Interbank Market (or such other market as the Lender may select) for such consecutive periods (including overnight deposits) as the Lender may in its absolute discretion from time to time select;
 - (c) commission and other banking charges and legal, administrative and other costs, charges and expenses incurred by the Lender in relation to the Depositor, this Agreement or the Deposit (including any acts necessary to release the Deposit from this security) or in preserving, defending or enforcing the security hereby created in all cases on a full and unqualified indemnity basis.
- 2.2 The Lender shall pay to the Account Bank in accordance with any relevant agreement between the Account Bank, the Lender and the Depositor relating to the amounts hereby secured, fees charged by the Account Bank or the Lender for the time spent by the officials, employees or agents of the Account Bank in dealing with any matter relating to this Agreement. Such fees shall be payable at such rate as may be specified by the Account Bank or the Lender (as applicable) and shall thereafter be recoverable by the Lender from the Depositor on the terms contained in the relevant agreement.

3. INTEREST

The Depositor shall pay interest at the rate aforesaid on the money so due (whether before or after any judgment which may be obtained therefor) upon such days in each year as the Lender and the Depositor shall from time to time agree or, in the absence of such agreement, as the Lender shall from time to time fix and (without prejudice to the right of the Lender to require payment of such interest) all such interest shall be compounded (both before and after any demand or judgment) upon such days in each year as the Lender shall from time to time fix.

4. REPAYMENT OF, AND RESTRICTIONS ON DEALINGS WITH, THE DEPOSIT

- 4.1 Notwithstanding any provision to the contrary in the terms upon which the Deposit is made, the Account Bank shall not be under any obligation to repay the Deposit until the Secured Obligations shall have been paid and discharged in full following notification by the Lender to the Account Bank.
- 4.2 The funds giving rise to the Deposit (or any part or parts thereof) may from time to time be deposited, re-deposited or successively re-deposited:
 - (a) in the Account or on any money market or other deposit with the Account Bank;
 - (b) on such terms concerning time and interest,

as may from time to time be agreed between the Lender and the Depositor or, failing such agreement, as may be decided upon by the Lender in its absolute and unfettered discretion. Any amount so deposited or re-deposited together with interest thereon shall form part of the Deposit and shall be deposited or re-deposited subject to the provisions of this Agreement. Where the Deposit (or any part or parts thereof) would otherwise become repayable at the expiry of any period of time under the terms upon which it was made but is not repayable by virtue of the provisions of sub clause 4.1 it shall not be repaid at the expiry of such period but shall be re-deposited as described earlier in this clause

- 4.3 The Depositor shall not, without the Lender's prior written consent, mortgage, charge, dispose of or otherwise deal with the Deposit or any part thereof or agree to do any such thing (including any charge in favour of the Account Bank).
- 4.4 The Depositor shall not do, omit to do or suffer anything whereby any entitlement of the Account Bank or the Lender under any provision of this Agreement may be impeded or its exercise delayed.
- 4.5 For the avoidance of doubt, if the Account Bank does repay part of the Deposit or the Lender does consent to any such dealing as is mentioned in sub-clause 4.3, such repayment or consent shall not be deemed to be a waiver of any other of the Account Bank's or the Lender's rights including the Lender's rights as regards the balance of the Deposit.
- 4.6 The provisions of this clause shall not be abrogated or varied except by written agreement signed on behalf of the Account Bank and the Lender which is expressed to be made for that purpose and if any agreement by the Account Bank or the Lender which is not so expressed contains provisions which are or may be inconsistent with the provisions of this clause the provisions of this clause shall prevail.

5. APPLICATION OF DEPOSIT

At the same time as or at any time after the Lender shall demand payment of any Secured Obligations or the same shall otherwise become due or after the occurrence of an Insolvency Event (and following notification to the Account Bank of such demand or Insolvency Event) the Lender shall be entitled to exercise, without further notice to the Depositor, all or any of the rights, powers and remedies held by it and in particular but without limitation, may from time to time:

- (a) apply the Deposit or such part or parts thereof as the Lender may think fit in or towards payment and discharge of the Secured Obligations or such parts of the Secured Obligations as the Lender in its sole discretion may think fit; and/or
- (b) combine or consolidate the Account with all or any of the Secured Obligations.

6. CHARGE

- 6.1 The Depositor with full title guarantee hereby charges by way of separate first fixed charge each of the items comprised within the Deposit and all such respective rights to the repayment thereof as the Depositor may have under the terms upon which the Deposit was made and the provisions hereinbefore contained (or otherwise howsoever) as a continuing security for the payment to the Lender of the Secured Obligations to the intent that the security hereby constituted shall be a continuing security.
- 6.2 If there are two or more parties comprised in the expression "the Depositor" each of such parties with full title guarantee hereby charges by way of separate first fixed charge all such party's rights, title and interest in and to each of the items comprised within the Deposit and the respective rights to repayment thereof as continuing security for payment to the Lender of the Secured Obligations.

6.3 The security hereby constituted shall extend to all beneficial interests of the Depositor in the items comprised within the Deposit and all rights to repayment thereof.

6.4 This Agreement shall bind the Depositor as a continuing security for the Secured Obligations notwithstanding that the liabilities of the Depositor to the Lender may from time to time be reduced to nil.

7. NOTICE OF CHARGE

7.1 The Depositor shall, on the date of this Agreement, give the Account Bank in the form set out in Part 1 the Schedule hereto or in such other form as the Lender may require (duly signed by or on behalf of the Depositor) and shall use all reasonable endeavours to procure that the Account Bank promptly provides to the Lender a duly signed acknowledgment of that notice in the form set out in Part 2 the Schedule hereto or in such other form as the Lender may require.

8. CONVERSION OF DEPOSIT

The Lender may at its sole discretion from time to time (whether or not it applies the Deposit or any part thereof in or towards payment and discharge of the Secured Obligations) and with or without notice to the Depositor elect to convert all or any part of the Deposit into the currency or currency unit or currencies or currency units of the whole or any part of the Secured Obligations (deducting from the proceeds of the conversion any currency premium or other expense). The Lender may take any such action as is necessary for this purpose, including without limitation opening additional accounts. The rate of exchange shall be the Bank's spot rate for selling the currency or currency unit or currencies or currency units of the Secured Obligations or relevant part thereof for the currency or currency unit of the Deposit at or about 11.00 am on the date that the Lender exercises its rights of conversion under this Agreement. The expression "the Deposit" shall include the net proceeds of such conversion and all interest (if any) accruing or accrued due thereon.

9. POWER OF ATTORNEY

9.1 For the purpose of securing the payment of the Secured Obligations and for securing any proprietary interest which the Lender has in the Deposit or any part of it, the Depositor irrevocably appoints the Lender and the persons deriving title under it and its and their substitutes (the "Attorney") jointly and also severally to be the Depositor's true and lawful attorney. For the purposes aforesaid the Attorney shall have the right to do anything which the Depositor may lawfully do and all the rights and powers which may lawfully be given to an attorney including, without prejudice to the generality of the foregoing:

- (a) the right to do anything to procure or carry out the performance of the Depositor's obligations under this Agreement and anything to facilitate the exercise of the Lender's rights under this Agreement;
- (b) the right to act in the name of the Depositor; and
- (c) the right to delegate and sub-delegate any or all of the rights of the Attorney.

9.2 The Depositor ratifies and shall ratify everything done or purported to be done on its behalf by the Attorney or any such delegate or sub-delegate.

10. INDEMNITY

10.1 The Depositor hereby agrees to indemnify the Account Bank and/or the Lender and its employees and agents (as a separate covenant with each such person indemnified) against all loss incurred in connection with:

- (a) any statement made by the Depositor or on the Depositor's behalf in connection with this Agreement, the Deposit or the business of the Depositor being untrue or misleading;

- (b) the Account Bank and/or the Lender entering into any obligation with any person (whether or not the Depositor) at the request of the Depositor (or any person purporting to be the Depositor);
- (c) any actual or proposed amendment, supplement, waiver, consent or release in relation to this Agreement;
- (d) the Depositor not complying with any of its obligations under this Agreement; and
- (e) any stamping or registration of this Agreement or the security constituted by it,

whether or not any fault (including negligence) can be attributed to the Account Bank, the Lender, [their] employees and agents.

10.2 This indemnity does not and shall not extend to any loss to the extent that:

- (a) in the case of any loss incurred by the Account Bank and/or the Lender or their employees or agents it arises from the Account Bank and/or the Lender or any of their employees and agents acting other than in good faith; or
- (b) there is a prohibition against an indemnity extending to that loss under any law relating to this indemnity.

11. NOTICE OF SUBSEQUENT CHARGES

If the Account Bank receives notice of any subsequent assignment, agreement, security, charge or other interest affecting the Deposit the Account Bank may open a new account. If the Account Bank does not open a new account it shall nevertheless be treated as if it had done so at the time when it received such notice and as from that time all payments made to the Lender in respect of any of the Secured Obligations shall be credited or be treated as having been credited to the new account and shall not operate to reduce the amount of the Secured Obligations owing at the time when the Account Bank received the notice.]

12. NOTICES AND DEMANDS

- 12.1 Without prejudice to the provisions in sub-clause 1.2(d)(iv) any notice or demand by the Account Bank and/or the Lender to or on the Depositor shall be deemed to have been sufficiently given or made if sent to the Depositor:
 - (a) by hand or prepaid letter post to its registered office or its address stated herein or its address last known to the Account Bank and/or the Lender; or
 - (b) sent by facsimile to the Depositor's last known facsimile number relating to any such address or office.
- 12.2 Without prejudice to the provisions in sub-clause 1.2(d)(iv) any such notice or demand given or made under sub-clause 11.1 shall be deemed to have been served on the addressee:
 - (a) at the time of delivery to the address referred to in sub-clause 11.1(a), if sent by hand;
 - (b) at the earlier of the time of delivery or 10.00 am on the day after posting (or, if the day after posting be a Sunday or any other day upon which no delivery of letters is scheduled to be made, at the earlier of the time of delivery or 10.00 am on the next succeeding day on which delivery of letters is scheduled to be made), if sent by prepaid letter post;
 - (c) at the time of transmission, if sent by facsimile (and a facsimile shall be deemed to have been transmitted if it appears to the sender to have been transmitted from a machine which is apparently in working order); or

- (d) on the expiry of 72 hours from the time of despatch in any other case.
- 12.3 Service of any claim form may be made on the Depositor in the manner described in sub-clause 11.1(a), in the event of a claim being issued in relation to this Agreement, and shall be deemed to constitute good service.
- 12.4 Any notice or communication required to be served by the Depositor on the Account Bank and/or the Lender under the terms of this Agreement shall be in writing and delivered by hand or sent by recorded delivery to the Account Bank or the Lender (as applicable) at the its address stated herein (or at such other address as may be notified in writing by the Account Bank or the Lender (as applicable) to the Depositor for this purpose) and will be effective only when actually received by the Account Bank or the Lender (as applicable). Any notice or communication must also be marked for the attention of such official (if any) as the Account Bank or the Lender (as applicable) may for the time being have notified to the Depositor in writing.
13. **PAYMENTS AND COSTS**
- 13.1 If at any time the currency in which all or any part of the Secured Obligations is denominated is or is due to be or has been converted into the euro or any other currency as a result of a change in law or by agreement between the Lender and the relevant obligor, then the Lender may in its sole discretion direct that all or any of the Secured Obligations shall be paid in the euro or such other currency or in any currency unit.
- 13.2 The Lender may apply, allocate or appropriate the whole or any part of any payment made by the Depositor under this Agreement or any money received by the Lender under any guarantee, indemnity or third party security or from any liquidator, receiver or administrator of the Depositor or from the proceeds of realisation of the Deposit or any part thereof to such part or parts of the Secured Obligations as the Lender may in its sole discretion think fit to the entire exclusion of any right of the Depositor to do so.
- 13.3 If any payment made by or on behalf of the Lender under this Agreement includes an amount in respect of Value Added Tax, or if any payment due to the Lender under this Agreement shall be in reimbursement of any expenditure by or on behalf of the Lender which includes an amount in respect of Value Added Tax, then such amount shall be payable by the Depositor to the Lender on demand with interest from the date of such demand computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.
- 13.4 Without prejudice to the generality of clause 2, the Depositor shall pay to the Lender all costs incurred or suffered by the Lender in defending proceedings brought by any third party impugning the Lender's title to this security or the enforcement or exercise of the rights and remedies of the Lender under this Agreement. All such costs shall bear interest from the date such costs were incurred or suffered computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.
- 13.5 All costs awarded to the Lender or agreed to be paid to the Lender in any proceedings brought by the Depositor against the Lender shall bear interest from the date of such award or agreement computed and payable as provided in clauses 2 and 3 and, pending payment, shall be secured hereby.
14. **NON-MERGER, ETC.**
- 14.1 Nothing herein contained shall operate so as to merge or otherwise prejudice or affect any bill, note, guarantee, agreement or other security or any contractual or other right which the Account Bank or the Lender may at any time have for any of the Secured Obligations or any right or remedy of the Account Bank or the Lender (as applicable) thereunder. Any receipt, release or discharge of the security provided by, or of any liability arising under, this Agreement shall not release or discharge the Depositor from any liability to the Account Bank or the Lender for the same or any other money which may exist independently of this Agreement, nor shall it release or discharge the

Depositor from any liability to the [Account Bank or the] Lender [(as applicable)] under the indemnity contained in clause 9.

14.2 Where this Agreement initially takes effect as a collateral or further security then notwithstanding any receipt, release or discharge endorsed on or given in respect of the money and liabilities owing under the principal security to which this Agreement operates as a collateral or further security, this Agreement shall be an independent security for the Secured Obligations.

14.3 This Agreement is in addition to and is not to prejudice or be prejudiced by any other security or securities now or hereafter held by the Account Bank and/or the Lender.

15. TRANSFERS

15.1 The Lender may freely and separately assign or transfer any of its rights under this Agreement or otherwise grant an interest in any such rights to any person or persons. On request by the Lender, the Depositor shall immediately execute and deliver to the Lender any form of instrument required by the Lender to confirm or facilitate any such assignment or transfer or grant of interest.

15.2 The Depositor shall not assign or transfer any of the Depositor's rights or obligations under this Agreement or enter into any transaction or arrangement which would result in any of those rights or obligations passing to or being held in trust for or for the benefit of another person.

16. PARTIAL INVALIDITY

Each of the provisions of this Agreement shall be severable and distinct from one another and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions hereof shall not in any way be affected or impaired thereby.

17. RESTRICTION ON LIABILITY OF THE ACCOUNT BANK AND THE LENDER

Except to the extent that any such exclusion is prohibited or rendered invalid by law, neither the Account Bank, the Lender nor any of their employees or agents shall:

- (a) be under any duty of care or other obligation of whatsoever description to the Depositor in relation to or in connection with the exercise of any right conferred upon the Account Bank, the Lender, their employees and agents; or
- (b) be under any liability to the Depositor as a result of, or in consequence of, the exercise, or attempted or purported exercise, or failure to exercise, any such rights.

18. CONCLUSIVE EVIDENCE

A certificate by an official of the Lender as to the Secured Obligations shall (save for manifest error) be binding and conclusive on the Depositor in any legal proceedings both in relation to the existence of the liability and as to the amount thereof.

19. RESTRICTION ON THE LIABILITIES SECURED

Notwithstanding anything to the contrary in this Agreement, the expression "Secured Obligations" shall mean Secured Obligations as defined in sub-clause 1.1 but only those that arise in connection with foreign exchange contracts entered into between the Depositor and the Bank from time to time.

20. NO RELIANCE ON THE LENDER

- (a) The Depositor acknowledges and warrants to with the Lender that, in entering into this Agreement and incurring the Secured Obligations:
 - (i) the Depositor has not relied on any oral or written statement, representation, advice, opinion or information made or given to the Depositor in good faith by the Lender or anybody on the Lender's behalf and the Lender shall have no liability to the Depositor if the Depositor has in fact so done;
 - (ii) the Depositor has made, independently of the Lender, the Depositor's own assessment of the viability and profitability of any purchase, project or purpose for which the Depositor has incurred the Secured Obligations and the Lender shall have no liability to the Depositor if the Depositor has not in fact so done; and
 - (iii) there are no arrangements, collateral or relating to this Agreement, which have not been recorded in writing and signed on behalf of the Lender and the Depositor.
- (b) The Depositor agrees with the Lender that the Lender did not have prior to the date of this Agreement, does not have and shall not have any duty to the Depositor:
 - (i) in respect of the application by the Depositor of the money hereby secured; nor
 - (ii) in respect of the effectiveness, appropriateness or adequacy of the security constituted by this Agreement or of any other security for the Secured Obligations.
- (c) The Depositor agrees with the Lender for itself and as trustee for its officials, employees and agents that neither the Lender nor its officials, employees or agents shall have any liability to the Depositor in respect of any act or omission by the Lender, its officials, employees or agents done or made in good faith.

21. CONTRACTING ENTITY

Your hedge counterparty for this Agreement and the related product or products is Lloyds Bank Corporate Markets plc. This is a separate entity to Lloyds Bank plc and Bank of Scotland plc which cover all retail and most commercial activities in the UK. Lloyds Bank Corporate Markets plc is rated, by credit rating agencies, individually and separately to other Lloyds Banking Group entities.

22. MISCELLANEOUS

- 22.1 Without prejudice to the provisions of sub-clause 4.6 any amendment of or supplement to any part of this Agreement shall only be effective and binding on the Lender and the Depositor if made in writing and signed by both the Lender and the Depositor. References to "this security" or to "this Agreement" include each such amendment and supplement.
- 22.2 The Depositor and the Lender shall from time to time amend the provisions of this Agreement if the Lender notifies the Depositor that any amendments are

required to ensure that this Agreement reflects the market practice prevailing at the relevant time following the introduction or extension of economic and monetary union and/or the euro in all or any part of the European Union.

- 22.3 The Lender and the Depositor agree that the occurrence or non-occurrence of European economic and monetary union, any event or events associated with European economic and monetary union and/or the introduction of any new currency in all or any part of the European Union shall not result in the discharge, cancellation, rescission or termination in whole or in part of this Agreement or give any party hereto the right to cancel, rescind, terminate or vary this Agreement in whole or in part.
- 22.4 Any waiver, consent, receipt, settlement or release given by the Account Bank or the Lender in relation to this Agreement shall only be effective if given in writing and then only for the purpose for and upon any terms on which it is given and, if given by the Account Bank, if the Lender has consented in writing to such waiver, consent, receipt, settlement or release.
- 22.5 For the purpose of exercising, assigning or transferring its rights under this Agreement, the Lender may disclose to any person any information relating to the Depositor which the Lender has at any time.
- 22.6 The restriction on the right of consolidating mortgages contained in Section 93 of the Law of Property Act 1925 shall not apply to this Agreement or any further or other security entered into pursuant to this Agreement.
- 22.7 Any change in the constitution of the Lender or its absorption of or amalgamation with any other person shall not in any way prejudice or affect its or their rights under this Agreement and the expression "Lender" shall include any such other person.
- 22.8 The Account Bank shall be entitled to debit any account for the time being of the Depositor with the Account Bank with any sum falling due to the Lender under this Agreement.
- 22.9 This document shall at all times be the property of the Lender.
23. **LAW AND JURISDICTION**
- 23.1 This Agreement and any dispute (whether contractual or non-contractual, including, without limitation, claims in tort, for breach of statutory duty or on any other basis) arising out of or in connection with it or its subject matter ("Dispute") shall be governed by and construed in accordance with the law of England and Wales.
- 23.2 The parties to this Agreement irrevocably agree, for the sole benefit of the Lender, that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any Dispute. Nothing in this clause shall limit the right of the Lender to take proceedings against the Depositor in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

IN WITNESS whereof the Depositor has executed this Agreement as a deed and has delivered it upon its being dated.

THE SCHEDULE

The account with the Account Bank denominated in
GBP

and now numbered



designated

LLOYDS BANK Re: Seymour International
Limited

Use this execution clause if the Depositor is a company and is to execute acting by two directors or one director and the company secretary;

Executed as a deed by

Seymour International Limited

acting by

[Redacted]

Director

[Redacted]

Director/Company Secretary

Use this execution clause if the Depositor is a company and is to execute acting by only one director;

Executed as a deed by

Seymour International Limited

acting by

[Redacted]

Director

in the presence of:

Witness: (name)
.....(signature)

Address:
.....
.....

Occupation: