

These are the **terms and conditions** to be entered between the Bank and each Borrower.

It is agreed:

## 1. DEFINITIONS AND INTERPRETATIONS

1.1 **Definitions:** Terms defined in the Facility Letter have the same meaning in these Terms (Uncommitted). In these Terms (Uncommitted):

**"Advices"** means statements sent by the Bank setting out, amongst other things, fees, charges, commissions, amount of utilisation of any relevant Facility and the date on which payment is due.

**"Affiliate"** means, in relation to a person:

- (a) any of its Subsidiaries;
- (b) any of its Holding Companies; or
- (c) any other Subsidiary of any such Holding Company,

including head offices and branches of the above.

**"Agreement"** has the meaning given to it in the Facility Letter.

**"Authority"** means any government, quasi-government, inter-government, supranational, administrative, regulatory or supervisory body or authority, court or tribunal with jurisdiction over any Bank Member or Obligor.

**"Authorised Person"** means any person authorised to act on each Borrower's behalf in accordance with a Mandate or otherwise.

**"Base Currency"** means for each Facility, the currency in which the Designated Facility Limit of that Facility is denominated as specified in clause (*Facilities*) of the Facility Letter.

**"Base Currency Amount"** means the amount specified in the Utilisation Request (or, if the amount requested is not denominated in the Base Currency for the relevant Facility, that amount converted into that Base Currency at the Spot Rate) as adjusted to reflect any repayment, prepayment, consolidation or division of the utilisation.

**"BG"** means any guarantee issued by the Bank in such form as shall be acceptable to the Bank.

**"Break Costs"** means a net loss of interest revenue the Bank incurs when all or any part of any utilisation is repaid on a day which is not the last day of a term for that utilisation.

**"Channel"** means any system, medium or channel, including an electronic banking channel, a website, SWIFT, the internet, telephony, a mobile device, fax and email, through which the Parties may communicate information and documents.

**"Conditions Precedent"** means the following documents and evidence:

- (a) copies of each Borrower's constitutional documents;
- (b) a copy of the board resolution of each Borrower approving the acceptance of each Finance Document (or the equivalent document evidencing such approval available in the relevant jurisdiction) and a copy of the names and specimen signatures of all persons authorised to sign the Finance Documents and any notices and other documents required in connection with the Finance Documents;
- (c) where required by the Bank, a copy of a resolution signed by all shareholders of each Borrower approving the terms of, and the transactions contemplated by the Finance Documents (to which it is a party);
- (d) each of the Finance Documents duly executed by the parties thereto;
- (e) a copy of the most recent Financial Statements;
- (f) where required by the Bank, evidence that the process agent for each Borrower has accepted its appointment;

- (g) a certificate of an authorised signatory of the relevant Borrower certifying that each copy document relating to it specified as a Condition Precedent is correct, complete and in full force and effect as at a date no earlier than the date of the Facility Letter;
- (h) evidence that any notice, registration or similar action required under any Collateral Document has been served, registered or taken;
- (i) any documentation or other evidence reasonably requested by the Bank for the purpose of any "know your customer" requirements;
- (j) evidence that all fees and expenses due and payable under the Finance Documents have been or will be paid by the first utilisation date under any Facility;
- (k) where required by the Bank, any legal opinion(s) from counsel to the Bank concerning matters of relevant law;
- (l) where required by the Bank, a copy of any other authorisation or other document, opinion or assurance which the Bank considers to be necessary or desirable in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document; and
- (m) any Additional Conditions Precedent as may be specified in the Facility Letter.

**"Control"** and **"Controlled"** means:

- (a) the power (whether by way of ownership of shares, proxy, contract, agency or otherwise) to direct its management and policies or to control the composition of its board of directors or equivalent body; or
- (b) ownership of more than 50% of the voting share capital or equivalent right of ownership of that person.

**"Mandate"** means any writing, acceptable to the Bank, indicating the authority of an Authorised Person.

**"RCS"** means the regulatory compliance statement setting out the legal and regulatory requirements that apply to each Borrower's relationship with the Bank (as amended from time to time).

## 2. REPRESENTATIONS AND WARRANTIES

Each Borrower (in respect of itself and on behalf of each Obligor) makes the following representations and warranties to the Bank which are deemed to be repeated at all times (having regard to the circumstances existing at the time of repetition) so long as any sums are actually or contingently owing under the Agreement.

### 2.1 Status:

- (a) Each Obligor is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) Each Obligor and its Subsidiaries have the power to own its assets and carry on its business as it is being conducted.

### 2.2

**Binding obligations:** The obligations expressed to be assumed by each Obligor in each Finance Document are legal, valid, binding and enforceable obligations.

### 2.3

**Non-conflict:** The entry into and performance of the Finance Documents by each Obligor and the transactions contemplated by the Finance Documents do not and will not conflict with:

- (a) any law applicable to any Obligor or its Subsidiaries;
- (b) the constitutional documents of any Obligor or its Subsidiaries; or

- (c) any agreement or instrument binding upon any Obligor or its Subsidiaries or the assets of any Obligor or its Subsidiaries.

- 2.4 **Power and authority:** Each Obligor has the power to enter into and perform, and has taken all necessary action to authorise the entry into, performance and delivery of the Finance Documents and the transactions contemplated by the Finance Documents.
- 2.5 **Authorisations:** All authorisations required or desirable to enable each Obligor to lawfully enter into, exercise its rights and comply with its obligations under the Finance Documents to which it is a party and to carry on its business have been obtained or effected and are in full force and effect.
- 2.6 **No filing or stamp taxes:** Under the law of its jurisdiction of incorporation, it is not necessary that the Finance Documents be filed, recorded or enrolled with any Authority or that any stamp, registration or similar Tax be paid in relation to the Finance Documents or the transactions contemplated by the Finance Documents.
- 2.7 **Additional representations:** Such additional representations as may be specified in the Facility Letter.

### 3. GENERAL UNDERTAKINGS

- 3.1 **Authorisations and compliance with laws:**
  - (a) Each Borrower must obtain, maintain and comply with any authorisation required by any law to enable it to perform its obligations under, or for the validity or enforceability of, any Finance Document.
  - (b) Each Borrower must comply in all respects with all laws to which it is subject where failure to do so might in the Bank's opinion have a material adverse effect on its business, assets, financial condition or prospects or its ability to perform its obligations under the Finance Documents.
  - (c) Each Borrower must comply with the RCS.
- 3.2 **Pari passu ranking:** Each Borrower undertakes that its obligations and liabilities under each Finance Document will at all times rank (except in respect of statutory preferential debts) at least pari passu with all its present and future unsecured indebtedness.
- 3.3 **Additional undertakings:** Each Borrower must comply with any additional undertakings that may be specified in the Facility Letter.

### 4. AMENDMENTS AND WAIVERS

- 4.1 **Amendments:** Without prejudice to Clause (*Screen Rate replacement*), the Agreement may be varied or amended by the Bank in its sole and absolute discretion by notice to the relevant Borrower. Any such variation or amendment will be binding on all Parties.
- 4.2 **Waivers and remedies cumulative:** Any failure to exercise or delay in exercising any right or remedy of the Bank under the Finance Documents will not operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in any Finance Document are cumulative and not exclusive of any rights or remedies provided by law.
- 4.3 **Deletions, new terms and changes:** Any additional provision specified in clause (*Country Supplement*) of the Facility Letter will be incorporated in the Agreement and any provision specified in clause (*Country Supplement*) of the Facility Letter as a provision which should be amended or deleted in these Terms (Uncommitted) will be amended or deleted accordingly.

### 5. CHANGES TO THE PARTIES

- 5.1 **Assignments and transfers by any Borrower:** No Borrower may assign any of its rights or transfer or otherwise deal with any of its rights and obligations under the Finance Documents without the Bank's prior consent.
- 5.2 **Assignments and transfers by the Bank:** The Bank may assign any of its rights or transfer or otherwise deal with any of its rights and obligations under any Finance Document or change its lending office without the prior consent of the applicable Obligor.
- 5.3 **Disclosure:** Without prejudice to the RCS, the Bank may disclose any information provided by or relating to any Borrower, any Obligor, the Group and any Finance Document:
  - (a) to any actual or potential participant, sub-participant, transferee or assignee of the Bank's rights and/or obligations under any transaction between the Parties (or any of its agents or professional advisers) and any other person in connection with a transaction or potential transaction between the Parties; or
  - (b) to any rating agency, or direct or indirect provider of credit protection (or its brokers).

### 6. PROCESS AGENT

- 6.1 Where required by the Bank, a Borrower will irrevocably appoint a process agent under the Finance Documents for service of process in any proceedings before the courts of the Jurisdiction in connection with any Finance Document. The relevant Borrower must notify the Bank of any process agent's name and address. If a Borrower fails to comply, the Bank may (on such Borrower's behalf) appoint a process agent and the Bank will notify that Borrower of the name and address of that process agent. In this regard, service of any legal process on a process agent shall constitute service on that Borrower.