



Lloyds Banking Group
Human Resources
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STRICTLY PRIVATE AND CONFIDENTIAL

Anas Jehani
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Canterbury,
CT2 7SU

Tel: 0345 640 60 80
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18/02/2025

Dear Anas

I am delighted to confirm that you have been successful in your recent application and write to offer you a role on the Technology Engineering Graduate Scheme with effect from a date to be confirmed with Lloyds Bank plc (the Company), which is part of the Lloyds Banking Group (the "Group").

Your principal terms and conditions are outlined in the enclosed Contract of Employment. The following information may be useful to you but, should you have any further questions, please contact your new line manager or recruitment contact.

LOCATION

You have been hired to a specific regional location for the duration of the scheme, as set out in your Contract of Employment, and may be based in various offices within that regional hub during rotations.

GRADE

Your job grade is MT.

SALARY AND BONUS

Your salary is confirmed in your Contract of Employment and will be assessed periodically.



The Group operates a discretionary bonus scheme and, you will be eligible to be considered for a bonus opportunity under the prevailing Group Performance Share Plan which is subject to the relevant plan rules and policies as amended from time to time.

SETTLING IN PAYMENT

The Company will make a one-off payment to you of £5,000 less deductions for tax and National Insurance as appropriate. This will be paid to you through payroll on the first normal salary run in the month following the month in which you start the Graduate Programme, subject to you being in employment on that date and to the terms and conditions set out in the enclosed Contract of Employment.

FLEXIBLE BENEFITS SCHEME

You will be eligible to participate in the Lloyds Banking Group Flexible Benefits scheme. This can be used to select a range of benefits, many with tax free arrangements. This is a discretionary non-contractual scheme and may be withdrawn or amended by the Group at any time. Once you have started employment you will receive a Flex welcome letter, and details of the website to allow you to select the benefits most beneficial to you. Some of the benefits currently available through Flex include holiday trading, Cycle2Work and dental cover.

PRIVATE MEDICAL BENEFIT

You are eligible to participate in the Group's Private Medical Benefit Scheme, the terms of which may vary from time to time. Details are contained within the Flex information and can be accessed online through Group Interchange when you join.

OPENING A BANK ACCOUNT

As part of the terms and conditions of employment, you will be required to have a Group bank account for your salary to be paid into and these details must have been provided prior to your start date. You can open a staff account in a number of ways – please choose the route which works best for you:

Lloyds Bank - 0345 602 1997

Halifax - 0345 720 3040

Bank of Scotland - 0345 721 3141

PROFESSIONAL QUALIFICATIONS

Whilst you are on the Graduate Programme you may be expected to study for and achieve a Professional Qualification ("the Qualification") relevant to the Group's business and your own role. Your Contract of Employment sets out further details and the terms and conditions which apply.

In the event you fail to achieve the Qualification within a reasonable period of time (for example due to failure to pass exams and associated re-sits) you will be managed in line with the Group's Performance Policy Standards which may ultimately lead to the termination of your employment.

TERMS AND CONDITIONS

Your Contract of Employment is enclosed. This offer is conditional on the satisfactory completion of the remaining recruitment formalities. This includes the receipt of references acceptable to Lloyds Banking Group. Please note that we will contact your present employer for reference purposes.



I very much hope that you will accept this offer to join our Graduate Scheme and the Group. If you wish to do so, please sign, date and return the enclosed contract

I look forward to hearing from you.

Yours sincerely,

A handwritten signature in black ink, appearing to read "Neil Munro". The signature is fluid and cursive, with a large, stylized initial "N" and "M".

Neil Munro,
Head of Talent Acquisition



CONDITIONAL CONTRACT OF EMPLOYMENT

This document, together with any policies (as amended from time to time) referred to in it which expressly state they are contractual, constitutes the basis of Your contract of employment and provides You with a statement of employment particulars as required by the Employment Rights Act 1996 (as amended from time to time).

By entering into this contract of employment, You confirm that You believe that You are fit and proper to perform the role referred to in clause 5 below.

This contract of employment is conditional upon:

- the Company satisfying itself that You are fit and proper to perform the role referred to in clause 5 below;
- You having been granted any approval or certification required under FSMA ("FSMA Approval") in order to perform that role; and
- satisfactory completion of such recruitment formalities as the Company requires (having regard to its legal and regulatory obligations from time to time), including, but not limited to, the receipt of references acceptable to the Company and establishing that You have the right to live and work in the United Kingdom.

If the Company is not satisfied that You are fit and proper to perform that role, if any necessary FSMA approval is not granted or if the recruitment formalities are not satisfactorily completed, You will be informed and the contract will terminate (if already started) or the job offer will be withdrawn without notice or payment in lieu of notice.

The Company will continually monitor Your performance and suitability to act in Your role within the rules of the Group and the Group's regulators. By entering into this contract of employment, You acknowledge that the Company will from time to time undertake background checks (including Disclosure and Barring Service checks or equivalent checks under overseas legislation) on You. Your continuation in role is conditional upon completion of such checks to the satisfaction of the Company.

For the purposes of Your offer letter, this contract of employment and Your employment generally, the following definitions apply:-

The "Group" means Lloyds Banking Group plc, any subsidiary or holding (as such terms are defined in the Companies Act 2006) of Lloyds Banking Group plc and any subsidiary undertaking of any holding company of Lloyds Banking Group plc, in each case from time to time and a "Group Company" shall mean any such company.

References to the "PRA" and "FCA" are to the Prudential Regulation Authority and the Financial Conduct Authority respectively or any successors. References to "FSMA" are references to the Financial Services and Markets Act 2000 (as amended from time to time).

**1. Name of Employee**

Anas Jehani ("You/Your") of
18 Homestall Court
Canterbury
CT2 7SU

2. Name of Employer

Lloyds Bank plc. ("the Company").

The Company is in the Group (as defined above).

3. Commencement of Employment

Your employment will commence on a date to be confirmed and there is no previous service which is deemed continuous with this employment.

4. Place of Work

You will be advised of Your initial place of work in writing before Your employment commences.

You may be required to work at places other than your initial place of work. You will be given reasonable notice of any change to Your place of work. The Company will not seek to implement a change to Your place of work unreasonably. For the avoidance of doubt, the Group's Travel & Mobility Policy Standards (as amended from time to time) do not apply to Your employment whilst You are on the Graduate Programme. If Your employment continues beyond the end of the Graduate Programme Your place of work will be confirmed to You and may be required to change at any time during Your employment with the Company.

You will also be required to attend the Group's offices and other locations as required for training, meetings and for any other purpose necessary to enable proper performance of Your duties.

5. Job Title

Your job title is Technology Engineering Graduate on the Graduate Programme. If You have been provided with a role profile from time to time, You should refer to this document for further details of Your responsibilities and accountabilities.

6. Job Grade

Your job grade is MT which is the equivalent of Grade D. For the purposes of this contract of employment, any reference to Grade D applies to You, unless specifically confirmed otherwise.

You may be required to perform a variety of types of work whilst in this grade and also on a temporary basis work in other grades to provide flexibility to cover staff shortages, holidays, sickness and training.



In the case of a restructure or reorganisation Your job may be evaluated at a lower grade or You may move into a lower graded job. You may, following relevant consultation and on reasonable notice be required to move to that lower grade on a permanent basis. Should there be a restructure or reorganisation which engages the Company's relevant pay and benefits protection policies and/or any relevant collective agreements and/or the Redundancy Policy Standards (as amended from time to time) then You will be provided with the relevant protections set out in those policies and/or agreements which relate to You.

7. Hours of Work

The Company's basic working week is based on a core 35 hours. Your current weekly hours are 1,820 per year (which is the equivalent of 35 per week).

The actual time and days You will be required to work will be as discussed with You by Your line manager and may vary from time to time.

Certain parts of the Group operate shift patterns. If You work a shift pattern You may be required to work other shifts to meet the Group's needs. The shift patterns may be changed from time to time. Any shift allowances will be aligned to match shift patterns.

It may be necessary for You to work reasonable hours in excess of Your contracted hours, depending on the requirements of the role.

You may be entitled to be paid for any overtime You work. If this is the case, it will be confirmed by Your manager. The Company will endeavour, wherever possible, to give reasonable notice of any requirement to work overtime, taking into account Your personal circumstances in accordance with the Group's Additional Payments Policy (as amended from time to time)

8. Remuneration

Your basic salary will be £45,000.00 gross per year.

You are required to maintain a Group bank account for the receipt of pay.

You will be paid in 12 monthly instalments into Your bank account on or around the 20th of the month (which may be subject to change in the future), after the necessary deductions for national insurance, income tax and any other authorised deductions. Each instalment will relate to the calendar month in which payment is made.

You authorise us to deduct from Your salary (and any other sums due to You by the Group), any sums due by You to the Group, including, but not limited to, any overpayments of salary and/or benefits, commission, bonus, incentives, study expenses, loss to the Group caused by Your theft, fraud or damage, loss to the Group caused by Your breach of regulatory obligations, expenses, any season ticket loans and payment for hours not worked. If this is not possible You will be required to repay the amount owing within one month of the date of leaving the Company's employment, or within the timescale agreed with the Company.



The Company does from time to time operate discretionary bonus schemes for set periods. Your eligibility to participate in any such scheme(s) will be advised to You at the relevant time, if appropriate.

Any bonuses, share awards or other variable remuneration payable to the You in connection with Your employment (in whatever form and whether awarded before or after the date of this contract of employment) is subject to Group policy, as amended from time to time, dealing with performance adjustment (For these purposes “policy” includes any requirement imposed on the Group by any rules or regulation). Performance adjustment may be dealt with in specific provisions of any plan rules relating to the bonus, share awards or other variable remuneration, in specific award documentation or set out in any applicable policy from time to time.

In particular, performance adjustment will include the right for the Group, in certain circumstances, to “freeze” any of Your unvested variable remuneration (i.e. delaying vesting or payment), reduce any variable remuneration prior to award, payment or vesting (referred to as “malus”), and/or may allow the Group to require repayment of payments already made to You and/or the surrender of shares or other benefits provided (referred to as “clawback”). In the case of clawback, this may also be dealt with by way of deduction from any variable remuneration due to You in the future (including, but not limited to, future bonus awards or incentives awards, whether in cash or shares). By entering into this contract, You agree to the operation of performance adjustment and, in particular, consent to such repayment, surrender and deduction in respect of clawback.

The Company offers other benefits which are offered totally at its discretion and may be varied, including by being withdrawn and not replaced or converted into another form of remuneration, from time to time at the Company’s discretion.

You will be eligible to participate in the Company’s life assurance arrangements subject to and in accordance with such terms as are from time to time in place.

The amount of life assurance cover (“Life Cover”) in the event of Your death during Your employment by the Company will be equal to four times the basic salary set out above in this Clause 8 (as revised from time to time), irrespective of whether or not You are a member of any pension scheme operated by the Company.

If You are a member of the Scheme for retirement benefits, depending on Your circumstances at the time of Your death, there may be a further benefit available of up to four times the basic salary set out above in this Clause 8 (as revised from time to time). The provision of any such benefit will be as provided for in the terms of the Scheme.

Such Life Cover will be provided under the terms of any arrangement designated by the Company (and may be through an arrangement other than a registered pension scheme).

Settling in Payment

The Company will make a one off payment to You (the ‘Settling in Payment’) of £5000 (subject to the deduction of tax and national insurance as appropriate) in recognition of You agreeing to join the Lloyds Banking Group Graduate Programme subject to the following terms conditions:-



a) The Settling in Payment will be paid to You through payroll on the normal salary payment date in the month following the month in which You start the Graduate Programme with the Company (the 'Payment Date'), subject to You being employed on the Payment Date;

b) If for any reason You cease to be employed by the Company (unless by reason of redundancy) or are under notice of termination (unless given by the Company on the grounds of redundancy) or You leave or have given notice to leave during your first 12 months on the Graduate Programme, You will be liable to repay immediately to the Company the entire Settling in Payment; and

c) The Company shall be entitled to deduct from Your salary or from any other sums of whatever nature due to You any sums outstanding in respect of repaying the Settling in Payment pursuant to the terms above.

9. Holidays

Your annual paid holiday is 28 days.

You are also entitled to an additional entitlement for recognised Bank holidays as provided for in the Group's Holiday Policy Standards (as amended from time to time) regardless of Your working pattern. You may have to work on a Bank holiday to meet business needs. Your manager will confirm if this applies to Your business area. The annual paid holiday and Bank holiday entitlements clarified in the Group's Holiday Policy Standards are based on a colleague working 35 hours per week. If You work a reduced hours, flexible or casual arrangement or if You are contracted to work more than 35 hours per week, Your annual and Bank holiday entitlements will be pro-rated accordingly.

In calculating any rights relating to holiday or holiday pay, in any holiday year You will be deemed to take paid holiday in the following sequence:

(1) Your entitlement to 20 days holiday under European law (Regulation 13 of the Working Time Regulations 1998 (the "Regulations"));

(2) Your entitlement to 8 additional days holiday under UK law including recognised Bank holidays (Regulation 13A of the Regulations); and

(3) Your contractual entitlement (if any) which exceeds Your entitlement to 28 days paid holiday as set out at sub-paragraphs (1) and (2) above.

In each holiday year entitlement accrues at a rate which relates to each complete contracted hour worked. Your entitlement during the holiday year in which You join the Company is calculated on a pro-rata basis. The holiday year runs from 1 January to 31 December. Further details can be found in the Group's Holiday Policy Standards.

On notice of termination of employment holiday accrued up to the date of termination will be calculated on a pro-rata basis according to the number of contracted hours worked in the holiday year. The Company may offer payment in lieu of any outstanding holidays on termination. If when Your employment ends You have exceeded Your paid holiday entitlement, the Company reserves the right to make a deduction for each hour owing.



Group's Holiday Policy Standards (as amended from time to time) sets out the rules relating to holidays.

10. Pensions

10.1 You are entitled to participate in the Group Pension Scheme

You will be eligible to participate in Your Tomorrow ("the Scheme") (or such other registered pension scheme as may be established by the Employer to replace the Scheme) and will be automatically included in the Scheme on joining the Employer. You may be provided with a booklet or other document summarising the terms of the Scheme and should note that these provide a summary only and do not confer any entitlement. Your membership of the Scheme, including the contributions payable by you and on your behalf by your Employer, will be subject to and in accordance with the terms of its governing documentation in force from time to time (including, in particular, to the rights of any person to amend or terminate the Scheme).

You have the right to opt out of the Scheme (subject to the terms of the Scheme's governing documentation and to any statutory duty of the Employer to periodically re-enrol You in a qualifying pension scheme).

10.2 Salary Sacrifice

The Company has or may introduce in the future a salary sacrifice arrangement. Under this arrangement, some or all of Your contributions payable to the Company Pension Scheme are (or will be) paid on Your behalf by the Company in return for an equivalent reduction in Your salary (although pension and life cover benefits will be calculated without regard to this reduction). The salary sacrifice arrangement may at the Company's discretion include both regular or mandatory contributions or voluntary contributions. By signing and/or entering into this contract You have agreed to the reduction in salary under the arrangement in return for the Company paying Your pension contributions on Your behalf. You are (or will be) automatically a member of the salary sacrifice arrangement unless You choose to opt out as permitted under the terms of the salary sacrifice arrangement.

11. Sickness Absence and Other Paid Leave

The Company's Policy Standards in respect of sick pay and sick leave (as amended from time to time) provide details relating to absence due to sickness or injury including information outlining arrangements for occupational sick pay and sickness reporting obligations.

You will be entitled to paid leave (if applicable) in accordance with the minimum statutory requirements from time to time for Maternity, Paternity, Adoption, Shared Parental Leave, and Parental Leave. The Company may offer enhanced payments, which are non-contractual and subject to variation from time to time at the Company's discretion, for any of these types of leave. The relevant entitlements will be set out in the Group's Family Leave Policy Standards applicable from time to time (or such other policies as these may be replaced by).

The Company will allow you paid time off in other circumstances, such as ante-natal appointments, public duties, in accordance with legal requirements from time to time.

There may be other circumstances where your Line Manager may grant you paid leave at their discretion, such as



compassionate leave, time off for dependents, in accordance with the relevant Group Guidance from time to time, but there is no contractual right to this leave.

12. Training

From time to time throughout Your employment You will be expected to complete training, for example on induction. You will also be required to complete a Mandatory Training course each quarter throughout Your employment with the Company. All employees must complete the Mandatory Training courses by the deadline provided for.

12.1 Study for Professional Qualifications

Whilst You are on the Graduate Programme You may be expected to study for and achieve a Professional Qualification (“the Qualification”) relevant to the Group’s business and Your own particular role.

The Group’s Professional Qualification guidance will apply to Your studying for the Qualification. Where the Company provides any financial support as detailed in the Group’s Professional Qualification guidance (“the Funding”), You agree that You will be liable to repay some or all of the Funding in the circumstances set out below.

If for any reason You cease to be employed by the Company (unless by reason of redundancy or ill-health), are under notice of termination (unless given by the Company on the grounds of redundancy or ill-health), You leave or have given notice to leave the Graduate Programme or the Company, You choose to stop Your studies for the Qualification or, following ongoing review it is apparent that You are not making sufficient progress in Your studying for the Qualification after You have received any of the Funding from the Company for Your studies for the Qualification, You will be liable to repay immediately to the Company the relevant percentage of the total of the Funding You have received as set out below:

During Your study programme	100% repayment of Funding
Within 6 months of completing studies	100% of repayment of Funding
Within 12 months of completing studies	75% of repayment of Funding.
Within 18 months of completing studies	50% of repayment of Funding
Within 24 months of completing studies	25% of repayment of Funding

You agree to the Company deducting any monies due to it in accordance with the Group’s Professional Qualification guidance from Your salary and/or any other payments or monies due to You from the Company.

12.2 Graduate Management Trainee Status

Throughout the duration of Your training, Your performance will be monitored.

Retention as a Management Trainee will depend upon Your performance and ability to meet the Company’s expectations and standards for those on the Graduate Programme.

Whilst on the training programme, the Company reserves the right, in cases where Your performance is deemed by the Company to not meet the standards expected of a Management Trainee, to remove You from the Graduate



Programme or to terminate Your employment within the first 2 years in accordance with clause 20.

13. Regulatory Duties and Requirements

The Company's business is subject to FSMA and regulated by the PRA and the FCA.

It is a condition of Your employment that You comply with:

- (1) such rules, requirements, regulations and codes, as amended or replaced from time to time, imposed or recommended by our regulators and any other regulations, laws and codes of conduct as may be applicable to Your employment with the Company. Such rules may include such Conduct Rules as apply to You by law or are notified to You from time to time;
- (2) all rules, requirements, regulations, policies and codes issued by the Company or any Group Company; and
- (3) the regulatory duties set out in the Appendix to this contract of employment, where these are relevant to Your role.

The Company will inform You in writing from time to time if Your role means that You will be subject to the FCA's and PRA's Individual and/or Senior Manager Conduct Rules, whether as a "specified function" (a "Certification Function") or a "Senior Management Function". Without prejudice to any other duties or responsibilities, if You perform one of these functions, Your regulatory duties will include those set out in the relevant part(s) of the Appendix to this contract of employment.

Certain positions within the Group require colleagues to meet defined training standards. It is a condition of Your employment that You fully meet the training requirements of the Group and the FCA and/or PRA (as applicable). If Your role requires You to be approved by the PRA and/or FCA (i.e. You perform a Senior Management Function) it is a condition of Your employment that You must co-operate fully in securing the necessary regulatory approval and that You fully meet the regulatory requirements for that role. Failure to achieve and maintain such requirements will prevent You from continuing employment in that role. At such time it may be necessary for the Company to terminate Your employment.

You acknowledge and agree that the Company is required to report to its regulators any actual or suspected breach of the Conduct Rules and/or any wrongdoing. You must promptly disclose to Your line manager full details of any wrongdoing by any employee (including You) or director of any Group Company where that wrongdoing is material to that employee's employment by the relevant company (including their fitness and propriety) or to the interests or reputation of any Group Company or relates to a breach of Group Standards or policies.

If Your role requires You to be approved by the Prudential Regulation Authority ("PRA") and/or the Financial Conduct Authority ("FCA") (e.g. You perform a Senior Management Function) or Your role requires Your information to be published as part of the Enhanced Financial Services Register (i.e. You perform a Certification Function) the PRA and/or FCA will require notification of changes to Your title, name, address, nationality, passport number, national insurance number and job title, as well as any information which would reasonably be material to their assessment of Your fitness and propriety. It is a condition of Your employment that You promptly notify the People Function of any changes to such details and update Your Workday record.



For those individuals performing a Certified and/or Senior Management Function, the PRA and/or FCA will also require notification of any information which would reasonably be material to their assessment of Your fitness and propriety. It is a condition of Your employment that You promptly notify the People Function of any such information.

The Company will continually monitor Your performance and suitability to act in Your role within the rules of the Group and the Group's regulators. This will include an annual review of Your financial standing. For this purpose, You must bring to the Company's notice any County Court Judgments or decrees against You or other financial difficulties You may be experiencing.

You should be aware that failure to comply with the regulatory requirements of Your role may result in disciplinary action by either or both the Company and its regulators, and/or an inability for You to continue in the role.

The FCA and the Financial Ombudsman Service will, when necessary, investigate customer complaints in relation to products or services provided by the Group. You will be required to assist in any such investigation of any business in which You may have been involved and to provide a written report of the advice given, even after termination of Your employment. The FCA requires the Group to keep records of customer complaints against a Financial Adviser and to provide details of these when giving employment references.

14. Representing the Company

You are not permitted to represent Yourself as an authorised agent of the Company or the Group except in the course of the proper performance of Your duties or where authorised to do so. When Your employment ceases, You must not hold Yourself out in any business context as being an employee or representative of, or otherwise connected to the Company or the Group. Should there be any misrepresentation, intention to deceive in this respect, or any attempt to interfere in this way in the existing business relations between the Company or the Group and its existing customers, the Company may take proceedings against You to prevent any recurrence and to recover any losses incurred as a result.

15. Other Employment

You may not during Your employment without Your line manager's prior written consent, be in any way directly or indirectly engaged or concerned with any other business or employment. Such consent will not be unreasonably refused.

In addition to the above terms the Group Compliance Policy (as amended from time to time) forms part of Your contract of employment.

16. Confidentiality and Communications

For the purposes of this clause 16 and clauses 17 and 22 below, "Confidential Information" means information in whatever form (including, without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, clients, customers, products, affairs and finances of the Company or any Group Company for the time being confidential to the Company or any Group Company and trade secrets including, without limitation, technical data and know-how relating to the business of the Company or



of any Group Company or any of its or their suppliers, clients, customers, agents, distributors, shareholders or management, including (but not limited to) customer records, accounts details, financial appraisal forms, colleague details, financial information and plans, computer systems and software, business contacts details in company business registers, log books and all details of products which have been sold to customers and their maturity dates whether or not such information (if in anything other than oral form) is marked confidential.

You may not at any time during or after the termination of Your employment, unless authorised by the Company, use for Your own or any other person's benefit or disclose to any unauthorised third party any Confidential Information relating to the customers, prospective customers, business, affairs, products or procedures of the Company or the Group. You must not divulge such Confidential Information to any person other than in the best interests of the Company or the Group or where disclosure is permitted under the Public Interest Disclosure Act 1998. This clause 16 does not apply to any Confidential Information which is or becomes in the public domain other than through Your unauthorised disclosure.

You are not permitted to make any copy, abstract, summary or précis of the whole or part of any document belonging to the Company or the Group except where expressly authorised to do so in the proper performance of Your duties.

Nothing in this contract will prevent You from "blowing the whistle" (i.e. making a protected disclosure under the Employment Rights Act 1996). You can blow the whistle either to the Company or other specified persons, such as the PRA or FCA. This could result in You making a disclosure about topics You have previously disclosed to another person. Further details regarding whistleblowing can be found in the Group's Speak Up Policy as amended from time to time.

On request or on termination of Your employment with the Company You will immediately deliver to the Company all property or documents or parts of or copies of documents belonging to the Company or the Group including, but not limited to, log books, entries in diaries, business registers, financial appraisal forms, customer lists and any such information contained on computer disks or electronic storage media.

You acknowledge that the Company may monitor or record Your use of the Group's messaging systems (including email and instant messaging), internet facilities and telephony for business/training reasons or where required in order to meet regulatory or legal obligations or as part of an investigation authorised by the Group's Chief Security Office into suspected misuse. The Company reserves the right to review all information held on Your PC to ensure that it does not contain inappropriate material and You are expected to comply with the Group's Security Policy Framework including information relating to Acceptable Usage Responsibilities and Social Media and to familiarise yourself with the Group's Colleague Data Privacy Notice (in each case as amended from time to time) whenever accessing the internet or using any other external or internal communication network. The Company will take account of and follow the Information Commissioner's Employment Practices Code and supplementary guidance to the Code wherever relevant to workplace monitoring.

17. Return of Company Property

You will immediately upon the termination of Your employment return to the Company at such place as the Company may reasonably specify:



(a) all documents and other materials (whether originals or copies) made or compiled by or delivered to You during Your employment and concerning any Group Company, including any Confidential Information, and will not retain any copies of such documents or materials; and

b) all other property belonging or relating to any Group Company, in good condition (allowing for fair wear and tear). If You have used Your own device(s) in the course of Your employment, such device(s) must be surrendered to the Company for removal of any data relating to the Company on termination, subject to and in accordance with any applicable Group Security Policy and information associated with mobile devices. For the avoidance of doubt once any such data has been removed your device will be returned to you.

If You commence garden leave, in accordance with clause 21, You may be required to comply with the provisions of this clause 17.

18. Disciplinary and Grievance

All employees of the Company are covered by the Company's Personal Behaviour Policy Standards (as amended from time to time) and the procedures detailed in the colleague guides related to them.

If You wish to appeal against a disciplinary decision You may apply in writing to the person named in the disciplinary outcome letter in accordance with the Personal Behaviour Policy Standards and related procedures.

If You have any grievance relating to Your employment You can raise this with Your line manager or to another suitable manager if more appropriate.

The process and procedures to be followed are set out in the relevant Personal Behaviour Policy Standards and guidance and in the colleague guides related to them.

19. Compliance with Group Policies

You agree to comply with the terms of any Company or Group policies which may vary from time to time. Copies of the Company or Group policies may be accessed on the Company's intranet site, Interchange, or via Your line manager.

20. Notice and Termination of Employment

Unless You are notified separately in writing of alternative provisions the prior written notice required from You or the Company to terminate Your employment is as follows:

You are required to give 1 Months' written notice of termination of employment.

Your employment may be terminated by the Company giving You the following minimum written notice depending on Your length of service:

Up to 6 months	1 Week
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Over 6 months to 4 years	1 Month
Over 4 years to 8 years	2 Months
Over 8 years -	3 Months

The Company reserves the right to make a payment in lieu of notice, either in full or in part for such period, where this is deemed appropriate by the Company.

The Company reserves the right to summarily dismiss You at any time without notice or payment in lieu of notice for reasons of gross or other serious misconduct or if You cease to be entitled to work in the United Kingdom.

For these purposes, gross or serious misconduct would include, but would not be limited to any of the examples of gross misconduct set out in the Company's disciplinary principles which are outlined in the Personal Behaviour Policy Standards from time to time. Gross or serious misconduct may also include:

- a material breach by You of any obligations under clause 13 above and any applicable part of the Appendix to this contract of employment;
- You ceasing to have any necessary FSMA Approval;
- if You perform a Certification Function, the Company, or any relevant Group Company for which You perform such Certification Function(s), determining that You are not fit and proper to perform it (including where such failure derives from information provided by way of an update to any Regulatory Reference previously relied upon by the Company in assessing Your fitness and propriety);
- if You perform a Certification Function, You failing to disclose (whether before or during Your employment) a matter which would have been relevant to the Company's assessment of Your fitness and propriety;
- if You perform a Certification Function, any circumstance in which the Company or any relevant Group Company determines that You cannot be certified to perform a Certification Function (including the withdrawal of any certificate previously issued to You); or
- the Company, or any relevant Group Company for which You perform functions or duties, no longer considering You fit and proper to perform Your role.

If You cease to perform a Senior Management Function (for example, because Your role changes, Your employment terminates or You go on garden leave) You must ensure that any person who takes over any such responsibility or function is promptly provided with all information and materials they might reasonably expect to discharge such responsibilities and functions.

You agree, either during or after the termination of Your employment at the request of the Company, to provide the



Company with such assistance as it may require in the conduct of any threatened or actual legal proceedings or any inquiry or investigation (whether internal or external) in respect of which the Company or its legal advisers believe You may be able to provide assistance including, but not limited to, providing information, meeting with any Group Company and/or regulatory body and/or legal or other professional advisers, attending any legal or other hearing and giving evidence. Your reasonable expenses incurred in providing such assistance will be reimbursed by the Company.

The Company (or other members of the Group) may be required to provide references in a form prescribed by our regulators ("Regulatory References") in respect of You and, in certain circumstances, to update any reference previously given. You will have no right to a copy of any such reference (or update) before it is provided to a prospective employer or other third party.

21. Garden Leave

The Company reserves the right to require You to remain away from work during all or part of the notice period applicable to this contract whether You or the Company gave notice of termination of the contract ("garden leave"). You agree to comply with any reasonable conditions laid down by the Company and You accept that You are not permitted to work for any person, firm, customer, corporation or on Your own behalf, without the Company's prior written permission during garden leave.

Any holiday entitlement which accrues whilst You are on garden leave will be deemed to have been taken during the period of garden leave.

If You are subject to any post-termination restrictions, any period of garden leave will be set-off against the period over which such restrictions apply.

22. Post Termination Restrictions

For the purposes of this clause 22, the following words and expressions shall have the following meanings:-

Key Personnel:- any person employed by the Company or the Group with whom You had material contact during the 12 months before the start of garden leave and the date of termination of Your employment and (i) who dealt with customers and/or prospective customers of the Company or the Group or (ii) was employed at Grade E or above.

Relevant Business:- that business of the Group with which You were materially involved or in relation to which You possessed relevant Confidential Information at any time during the 12 months before the earlier of the start of garden leave and the date of termination of Your employment.

Relevant Date:- the earlier of (i) the date on which You start garden leave and (ii) the date of termination of Your employment.

Restricted Customer: firm, company or person who, during the 12 months before the date of termination of Your employment, was a customer or prospective customer of any Group Company with whom You had contact in the course of Your employment.



Following the termination of Your employment (for whatever reason) You will not, without the Company's written permission, whether on Your own behalf or on behalf of any other business, partnership, firm, company or other body:-

(a) canvass, solicit, facilitate the solicitation of or attempt to entice away in competition with the Relevant Business any customer, prospective customer, supplier and/or intermediary of the Company or the Group with whom You dealt on behalf of the Company or the Group during the 12 months prior to the Relevant Date;

(b) be involved with the provision of goods or services to (or otherwise have any business dealings with) any Restricted Customer in the course of any business concern which is in competition with any Relevant Business;

(c) solicit or entice away from the Company or the Group or cause any employment to be offered to any Key Personnel, whether or not that person would thereby breach their employment or appointment terms.

You agree that each of the covenants set out in sub-paragraphs (a), (b) and (c) above are separate and severable and You acknowledge that the aforementioned clauses are reasonable and necessary for the protection of the legitimate interests of the Company. However, if any one or more covenants be judged void or ineffective for whatever reasons but would be adjudged to be valid or effective if it or any other such covenant had been deleted in whole or in part, then such covenant shall apply with such deletions as may be necessary to render it valid and effective.

None of the restrictions in this clause 22 shall prevent You from:

(i) holding an investment by way of shares or other securities of not more than 5% of the total issued share capital of any company; or

(ii) being engaged or concerned in business in any geographical area (i) with which You did not deal and were not responsible during Your employment with the Company, and/or (ii) in which that business is not in competition with any Relevant Business.

Unless You are notified separately in writing of alternative provisions the Post Termination Restrictions set out above will apply as follows:

For a fixed period of 3 months following the date of the termination of Your employment, less any period spent on garden leave in accordance with clause 21 above.

23. Union

There are no collective agreements which directly affect Your employment.

You have the right to join a Trade Union of Your choice.

24. Intellectual Property Rights

You agree that the Company will own all intellectual property rights in or arising from work carried out by You in the course of Your employment.



If You, individually or as part of a team, create or make any discovery or development, You shall immediately disclose full details to the Company.

Any disclosures to third parties can only be done in the course of Your employment.

You hereby waive in favour of the Company any and all moral rights (whether past, present or future) conferred on You by Chapter IV of Part I of the Copyright Designs and Patents Act (as amended from time to time) for any work.

You agree to fully co-operate and sign all documents to enable the Company to protect intellectual property rights. This does not prejudice any rights You may have under Sections 39 to 43 of the Patents Act 1977 (as amended from time to time). If for any reason You are unable to comply with this clause 24, You irrevocably appoint the Company to be Your authorised attorney. In this event, a letter signed by any of the Company's Directors or the Secretary of the Company will be conclusive evidence of the authority.

The provisions of this clause 24 (Intellectual Property Rights) will continue in force after the termination of Your employment.

25. Data Protection and Fraud Prevention Databases

You acknowledge that the Company keeps records and uses information about You for employment purposes, provides information to regulatory authorities (including the PRA and FCA) and that the Company passes the information to the trustee or provider of any pension scheme or life assurance arrangement of which You may become a member, so far as is necessary for the purposes of membership of that scheme or arrangement.

Further details can be found in the Group's Colleague Data Privacy Notice, which the Group may vary from time to time.

The personal information we have collected from you will be shared with Cifas, a not-for profit fraud prevention agency of which Lloyds Banking Group is a member, who will use it to prevent fraud, other unlawful or dishonest conduct, malpractice, and other seriously improper conduct. If any of these are detected you could be refused certain services or employment, and your existing employment could be impacted including terminated.

Your personal information will also be used to verify Your identity.

Further details of how Your information will be used by us and Cifas, and Your data protection rights, can be found on the Colleague Data Privacy Notice. If you require further information about Cifas then contact colleagueprotection@lloydsbanking.com.

26. Amendment

The Company reserves the right to make amendments to any or all of this contract of employment in order to reflect the changing needs of the business or to comply with new legislation. Any changes made will be notified to You either personally in writing, or by other form of communication. Unless provided for elsewhere in Your terms of employment, reductions in Your fixed annual basic salary will not be imposed without consent.



27. Entire Agreement Clause

The terms of this contract constitute the entire agreement and understanding between the parties in relation to the matters with which it deals and supersedes and replaces all prior contracts, negotiations, agreements (excluding collective or recognition agreements in place at the date of this contract), arrangements or understandings (whether implied or express, verbal or in writing) concerning Your employment, all of which are hereby treated as terminated by mutual consent.

28. Conflict

In the event of conflict between any policies, collective agreements and this contract of employment, this contract of employment will prevail.

29. Jurisdiction

Should Your principal place of work be in Scotland, this contract shall be governed by and interpreted in accordance with the laws of Scotland and the parties hereby submit to the exclusive jurisdiction of the Scottish courts.

Should Your principal place of work be in Northern Ireland, this contract shall be governed by and interpreted in accordance with the laws of Northern Ireland and the parties hereby submit to the exclusive jurisdiction of the Northern Irish courts.

Should Your principal place of work be at any other location, this contract shall be governed by and interpreted in accordance with the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the courts of England and Wales.

30. Right to live and work in the United Kingdom

You confirm that You are entitled to live and work in the United Kingdom without any additional approvals and agree to notify the Company immediately if You cease to be entitled to do so during Your employment.

I HAVE READ AND UNDERSTOOD THE ABOVE CONTRACT OF EMPLOYMENT AND ACCEPT THE TERMS AND CONDITIONS DETAILED ABOVE.

SIGNED: _____

DATE: _____



APPENDIX

REGULATORY DUTIES

If You perform a Certification Function or a Senior Management Function, the relevant Part(s) of this Appendix will form part of Your contract of employment, as follows:

- If You perform a Certification Function, please refer to Parts 1 and 3 (Individual Conduct Rules only) of this Appendix.
- If You perform a Senior Management Function, please refer to Parts 2 and 3 (Senior Manager Conduct Rules and Individual Conduct Rules) of this Appendix.

SENIOR MANAGERS AND CERTIFICATION REGIME ("SMCR")

PART 1: CERTIFICATION FUNCTIONS

If You perform a Certification Function, continued performance of that function is conditional on any relevant Group Company for which You perform a Certification Function(s), certifying at least annually that You are fit and proper to perform such function. If any relevant Group Company determines at any time that You are not fit and proper to perform such function(s), You will not be able to continue in Your role.

If You are performing a Certification Function, You must at all times:

- 1 discharge any responsibilities and functions allocated to You from time to time;
- 2 inform the relevant Group Company in respect of which You are performing Certification Functions as soon as reasonably practicable of any changes in your circumstances which might reasonably be considered relevant to Your fitness and propriety to carry out that function;
- 3 ensure that You cooperate fully with the relevant Group Company in respect of any certification process; and
- 4 comply with the Individual Conduct Rules from time to time which will apply to You – see Part 3 below.

By entering into this contract of employment, You warrant and represent that:

- (a) You have disclosed to the Company prior to commencement of Your employment all matters which may or would affect the Company's assessment of Your fitness and propriety to perform the role referred to in Your contract of employment; and
- (b) You reasonably believe that You are fit and proper to perform the role referred to in Your contract of employment.



PART 2: SENIOR MANAGEMENT FUNCTIONS

If, following Your approval by the PRA and/or FCA pursuant to FSMA, You perform a Senior Management Function for one or more firms in the Group this Part 2 of the Appendix will apply.

The following documents are referred to in this Part 2:

1. Statement of Responsibilities;
2. Role Profile; and
3. the handover guidelines.

These documents (which are not contractual) outline Your responsibilities and accountabilities and can be amended from time to time to reflect the requirements of Your role. This Appendix also refers to the Executive Office Handbook which provides guidance which You should have regard to in discharging such responsibilities. You should read these documents in conjunction with the Management Responsibilities Map of each firm for which You hold a Senior Management Function. At all times while You are carrying out a Senior Management Function for any relevant firm within the Group You must:

1. ensure that You are familiar with any relevant Management Responsibilities Map (as amended or updated from time to time) and understand Your roles and responsibilities in relation to those of other employees carrying out Senior Management Functions;
2. ensure that Your Statement of Responsibilities and Role Profile are accurate in all material respects and kept up-to-date;
3. ensure that You are familiar with the Executive Office Handbook from time to time and have regard to the guidance it contains in discharging Your duties and responsibilities;
4. discharge any responsibilities allocated to You from time to time (including any Prescribed Senior Management Responsibilities);
5. ensure that any persons whom You supervise and/or have operational responsibility for, and to whom You delegate responsibilities, undertake those responsibilities and their duties in a manner compliant with all applicable regulatory requirements. As such, You must take all necessary and appropriate steps to ensure the adequate and continued supervision of such persons;
6. inform any firm in respect of which You are carrying out a Senior Management Function as soon as reasonably practicable of any changes in Your circumstances which might reasonably be considered relevant to Your fitness and propriety to carry out that function; and



7. comply with the Senior Manager Conduct Rules and the Individual Conduct Rules from time to time which will apply to You – see Part 3 below.

If You cease to perform a Senior Management Function (for example, because Your role changes, Your employment terminates or You are on garden leave) You must ensure that any person who takes over any such responsibility or function is promptly provided with all information and materials they might reasonably expect to discharge such responsibilities or functions.

The Group has put in place 'handover guidelines' which provides guidance on the steps it expects employees carrying out Senior Management Functions to take to ensure compliance with these handover obligations. You may be required to provide a written certificate by way of handover and/or to confirm in writing to the relevant Group Company for which You perform that function that You have complied in all material respects with Your handover obligations. If You fail to comply with any such obligation, the handover obligations continue to apply until such time as You have adequately discharged them and the relevant Group Company may take such disciplinary action as it considers appropriate in the circumstances.

Your continuation in role is conditional on You:

1. complying with the obligations set out in paragraphs 1 to 7 above;
2. maintaining FSMA Approval to carry out a Senior Management Function; and
3. being fit and proper (as determined by the Company or any Group entity in respect of which You have FSMA Approval in its or their absolute discretion) to perform any responsibilities and functions assigned to You from time to time (whether pursuant to Your Role Profile or otherwise).

By entering into this contract of employment, You warrant and represent that:

- (a) You have been provided with a copy of Your Role Profile in place as at the date of this Agreement; and
- (b) You have disclosed to the Company prior to commencement of the employment all matters which may or would affect the Company's assessment of Your fitness and propriety to perform the role referred to Your Role Profile; and
- (c) You reasonably believe that You are fit and proper to perform the functions and responsibilities outlined in Your Role Profile.

PART 3: CONDUCT RULES

This section sets out the Individual Conduct Rules and Senior Manager Conduct Rules at the date of this contract of employment:

Individual Conduct Rules



- (i) You must act with integrity.
- (ii) You must act with due skill, care and diligence.
- (iii) You must be open and co-operative with the FCA, the PRA and other regulators.
- (iv) You must pay due regard to the interests of customers and treat them fairly.
- (v) You must observe proper standards of market conduct.
- (vi) You must act to deliver good outcomes for retail customers.

Senior Manager Conduct Rules

- (i) You must take reasonable steps to ensure that the business of the firm for which you are responsible is controlled effectively.
- (ii) You must take reasonable steps to ensure that the business of the firm for which you are responsible complies with the relevant requirements and standards of the regulatory system.
- (iii) You must take reasonable steps to ensure that any delegation of your responsibilities is to an appropriate person and that you oversee the discharge of the delegated responsibility effectively.
- (iv) You must disclose appropriately any information of which the FCA or PRA would reasonably expect notice.
- (v) ONLY FOR SENIOR MANAGERS AND KEY FUNCTION HOLDERS OF ENTITIES REGULATED BY THE PRA IN RELATION TO INSURANCE BUSINESS: when exercising your responsibilities, you must pay due regard to the interests of current and potential future policyholders in ensuring the provision by the firm of an appropriate degree of protection for their insured benefits.