

AIB Credit Agreement

Part A

12th June 2023

1 Your agreement with us

- 1.1 This Credit Agreement is between us, Allied Irish Banks, p.l.c., and you:
- Mr Gerard McGinnity, 16 Shrewsbury Park, Kilconny, Belturbet, Co. Cavan.
- 1.2 This Credit Agreement sets out important information in relation to your loan, including what our obligations are to you and yours to us. When we say "**Credit Agreement**", we mean the terms of both this document ("**Part A**") and the terms of the attached General Terms and Conditions for Personal Loans ("**Part B**").
- 1.3 This Credit Agreement will continue to apply until you repay your loan in full.

2 About your loan

Important Information Table

- 2.1 The table below sums up some of the important features of your loan. The figures in this table are correct as at 12th June 2023 and are calculated using a drawdown date of 12th June 2023.

Important Information as at 12th June 2023*

1.	Amount of credit advanced	€19,687.66
2.	Period of agreement	Until 25th May 2026
3.	Number of repayment instalments	35 consecutive monthly repayments.
4.	Amount of each instalment	€639.91
5.	Total amount repayable	€22,396.85
6.	Cost of this credit (5 minus 1)	€2,709.19
7.	APR**	8.94%

N.B. YOU MAY WITHDRAW FROM THIS AGREEMENT AT ANY TIME WITHIN 14 DAYS OF RECEIVING THIS AGREEMENT OR A COPY OF IT

*The figures in this table are correct as at 12th June 2023. However, it is important that you are aware that they may change throughout the period of this Credit Agreement.

** APR is defined in Part B of this Credit Agreement.

Purpose of your loan

- 2.2 Purpose: Car\vehicle Used
- 2.3 You have stated and agree that your loan will only be used in relation to the above purpose. However, if you use your loan for some other purpose, our rights will not be affected. We are not required to monitor or verify how you use your loan but we may do so from time to time, and request you to give us additional information and/or documentation relating to the use of your loan and you agree to do so within any timeframe requested.

What is the interest rate?

- 2.4 As at the date of the **Important Information Table** the interest rate on your loan is 8.650% per year. This is our Standard Variable 'A' Loan Rate minus 2.800% per year.
- 2.5 Our Standard Variable 'A' Loan Rate is variable and may go up and/or down throughout the period of this Credit Agreement. There is more information about interest and how it will be calculated and charged to your loan account in the "*Interest*" section of Part B of this Credit Agreement.

What will my repayments be?

- 2.6 You will repay your loan by making 35 consecutive monthly repayments of €639.91, starting on 24th July 2023.
- 2.7 It is important that you are aware that your repayment amounts will not change if the interest rate goes up or down (however, we reserve the right to change them in such circumstances). This could mean that either your repayments may not be enough to repay your loan in full (for example, if the interest rate goes up) or that you repay your loan early (for example, if the interest rate goes down). If you wish to adjust your repayments when interest rates have changed, you can contact us to discuss this request.
- 2.8 It is important that you are also aware that your repayments may not be enough to repay your loan in full if you drawdown your loan on a date earlier than the drawdown date indicated at 2.1 in this Credit Agreement, as additional interest which is not included in the repayments outlined in this Credit Agreement will accrue on your loan between the date you draw down the loan and the drawdown date indicated in 2.1 above.
- 2.9 The "*Repaying your loan*" section of Part B of this Credit Agreement explains how we will deal with any balance left unpaid after your last scheduled repayment date.

Existing facilities and new funds

- 2.10 If this Credit Agreement relates to an existing loan and you are availing of new funds, the new funds will first be used to pay amounts (such as interest) accrued or incurred relating to your existing loan up to the date that the new funds become available to you under this Credit Agreement (which may be earlier than when you drawdown your new funds). The remaining new funds will then be available to you in accordance with the terms of this Credit Agreement. As part of your loan amount relates to an existing loan, once your new funds are made available to you, your repayments will begin in accordance with this Credit Agreement, whether you have drawn down your new funds or not.
- 2.11 For the purposes of the above clause, we will debit accrued interest to your loan account at an earlier date than set out in the "Interest" section of Part B of this Credit Agreement.

3 What do I need to do next?

Once you are happy to proceed, please sign this Credit Agreement (and any other documents necessary) by following the online instructions. You will not be able to avail of your loan under the terms of this new Credit Agreement until you do so.

4 Can I withdraw from this Credit Agreement immediately?

If you change your mind after entering into this Credit Agreement, you have the right to withdraw from it for a period of 14 days. You do not have to give any reason for doing so. This 14 day period begins on the date you receive a fully signed copy of this Credit Agreement. If you wish to withdraw, please tell us in writing within the specified period. There is more information about this in the "*Exercising your right to withdraw*" section of Part B of this Credit Agreement.

5 Can I make additional payments and/or repay my loan early?

Yes, you can and we will not charge you for doing so. You can make extra payments towards your loan at any time (however, if you do so before your first repayment date, your repayment schedule might change). You can also repay your loan in full at any time by paying us all amounts outstanding in respect of your loan. If you are not sure how much you owe us, contact us and we will let you know.

6 Can you ask me to repay my loan early?

Yes, there are circumstances under which we can require you to repay your loan early. These are set out in the "*Default*" section of Part B of this Credit Agreement.

7 What could happen if I miss a repayment?

Please remember that if you miss any of your repayments, the following could happen:

- a) we may report the missed or late repayment to the relevant credit rating agencies. This may affect your credit rating and make it more difficult for you to get credit in the future;

WARNING: IF YOU DO NOT MEET THE REPAYMENTS ON YOUR CREDIT AGREEMENT, YOUR ACCOUNT WILL GO INTO ARREARS. THIS MAY AFFECT YOUR CREDIT RATING, WHICH MAY LIMIT YOUR ABILITY TO ACCESS CREDIT IN THE FUTURE.

- b) we may require you to repay your loan early (and any other credit facility that you have with us). For further details, please see the “*Default*” section of Part B of this Credit Agreement. This may also result in legal proceedings being taken against you to recover what you owe us (which may involve us enforcing any security) and we may charge you any fees, charges and expenses involved. For further details, please see the “*Fees, charges and expenses*” section of Part B of this Credit Agreement; and/or
- c) we may exercise any other rights that we may have either under the terms of this Credit Agreement, any security, any other agreement or in law, which may include our right to set-off (there is more information about set-off in the “*Set-off*” section of Part B of this Credit Agreement).

8 Are there any additional fees and charges?

The “*Fees, charges and expenses*” section of Part B of this Credit Agreement sets out information about the fees, charges and expenses which may apply to your loan, any security and the operation of your loan account.

9 Central Credit Register

NOTICE: Under the Credit Reporting Act 2013 lenders are required to provide personal and credit information for credit applications and credit agreements of €500 and above to the Central Credit Register. This information will be held on the Central Credit Register and may be used by other lenders when making decisions on your credit applications and credit agreements.

The Central Credit Register is maintained and operated by the Central Bank of Ireland. For information on your rights and duties under the Credit Reporting Act 2013 please refer to the factsheet prepared by the Central Bank of Ireland. This factsheet is available on www.centralcreditregister.ie. Copies can also be obtained at your local AIB branch and on www.aib.ie.

10 What if I have a complaint?

To make a complaint in relation to your loan, please write to us setting out the details and we will contact you. If you are not satisfied with the outcome of your discussions with us, you are entitled to take your complaint to the Financial Services and Pensions Ombudsman, located at 3rd Floor, Lincoln House, Lincoln Place, Dublin 2. If you would like further information about how to complain, please see our complaints brochures, which are available in any of our branches and on our website.

11 Your signature

When you sign this Credit Agreement (by following the online instructions), you are agreeing to its terms. You are also authorising us to register this Credit Agreement with the relevant credit rating agencies and to provide them with any relevant information in relation to your loan (for example, if you miss any of your repayments).

It is in your interest to read this Credit Agreement carefully before you sign it and, if you have any questions, please contact us. As this Credit Agreement is a legal contract, we strongly recommend that you seek independent legal advice before you sign it.

Signed by Mr Gerard McGinnity by way of electronic signature on 12/06/2023

- 12 **Signed for and on behalf of Allied Irish Banks, p.l.c.** by Elaine O'Reilly (by way of electronic signature) on 12/06/2023 being the date of this agreement.

Part B

General Terms and Conditions for Personal Loans

1 Your agreement with us

- 1.1 This document sets out the general terms and conditions that apply to your loan and forms part of your Credit Agreement. If any of the terms of this Part B conflict with any of the terms of Part A of this Credit Agreement, the terms of Part A will prevail.
- 1.2 We may also provide other services to you in connection with your loan or your loan account (for example, AIB Phone & Internet Banking) and these will have their own terms and conditions. The terms and conditions of these additional services will prevail in the event that there is any conflict between them and the terms of this Credit Agreement.

Definitions and Interpretation

- 1.3 In this Credit Agreement:
- a) "Business Day" means a day (other than a Saturday, Sunday or public holiday) on which we are open for business in Ireland;
 - b) "our website" is www.aib.ie;
 - c) "you" and "your" includes your personal representatives, successors and any person authorised to act on your behalf. Where the loan is a joint loan (where there are two or more borrowers), "you" and "your" refers to each of you or (where the context requires) any of you or all of you;
 - d) "we", "us" and "our" means Allied Irish Banks, p.l.c. (including, where the context allows, any other company in the Allied Irish Banks Group) and includes our successors and assigns;
 - e) any reference to "your guarantor" will only be relevant if your loan is secured by a guarantee (if this is the case, it will be stated in Part A of this Credit Agreement);
 - f) any reference to the "Security" will only be relevant if your loan is secured (if this is the case, it will be stated in Part A of this Credit Agreement);
 - g) reference to the singular includes the plural and vice versa (where the context allows);
 - h) where a phrase begins with any of the terms "for example", "including", "includes" or any similar expression, these expressions are intended to be illustrative and shall not limit the sense of the words that come either before or after them; and
 - i) headings are for convenience only and are not to be taken into account when interpreting this Credit Agreement.
- 1.4 If, at any time, any one or more of the terms of this Credit Agreement are deemed to be invalid, illegal or unenforceable, the remaining terms will be unaffected and you will continue to be bound by them.

2 Availability of your loan

- 2.1 This loan has been offered to you on the basis of information that you and your guarantor have given to us. You confirm that all such information is true, complete and accurate and that you have told us everything we should be aware of before lending you any money under this Credit Agreement.
- 2.2 You agree that the requirements set out in the "*What do I need to do next?*" and, where relevant, the "*What specific conditions apply to my loan?*" sections of Part A of this Credit Agreement are for our sole and exclusive benefit and may be waived by us at our absolute discretion. We can do this at any time, without your consent and without notice to you. If we waive any of these requirements at any time, we may require you to satisfy it at a later date and you agree that you will satisfy it within any timeframe requested.
- 2.3 In addition to any requirements that need to be satisfied under Part A of this Credit Agreement, you will not be able to draw down any part of your loan and/or avail of your loan under any of the terms of this Credit Agreement until we have received from you and approved all necessary information and documentation to satisfy our obligations to identify you under legislation to combat money laundering and terrorist financing. We may, from time to time, need you to update or supplement this information and documentation and you agree to do so within any timeframe requested.
- 2.4 You must avail of your loan within three months of the date of the **Important Information Table** in Part A of this Credit Agreement (unless we agree otherwise).
- 2.5 We may, at our discretion, refuse to allow you to draw down and/or avail of any part of your loan and/or cancel any undrawn part of your loan if any of the events of default set out in the "*Default*" section below have occurred or are likely to occur.

3 Interest

Interest rates

- 3.1 The interest rate on your loan is variable and how it is calculated by us may change.

This means it could go up and/or down throughout the period of this Credit Agreement. You can find out what our current interest rates are in any of our branches and/or on our website. Your loan account statement will also show the interest rate on your loan at any given time.

- 3.2 Unless we are required by law to provide you with a notification addressed to you personally, we will tell you about any changes to our interest rates by advertising the change, and the date it comes into effect, in a national newspaper.
- 3.3 There may be a margin added to or subtracted from the interest rate on your loan. If this is the case, it will be set out in Part A of this Credit Agreement.
- 3.4 If the interest rate on your loan together with a margin (if any), would result in a current interest rate for your loan which is below zero, it will be deemed to be zero.

How do we calculate interest?

- 3.5 We will calculate your interest daily, on the basis that there are 365 days in a year. This means that it is calculated each day on the balance of your loan account by applying the interest rate divided by 365. If this changes, we will tell you about it by advertising the change, and the date it comes into effect, in a national newspaper.
- 3.6 We will calculate interest on the balance of your loan account each day after we have taken account of any payments made into your loan account or any amount that has been drawn down or paid from your loan account. Payments into your loan account and amounts drawn down or paid from your loan account will usually reflect the actual time at which we receive or give value for them (for example, if a repayment is made by cheque, it will be when the cheque has cleared). Interest is, therefore, not necessarily charged on the daily balance of your loan account as shown on your statement.

How do we charge you interest?

- 3.7 We will debit the interest that has accrued every three months (in March, June, September and December) and up-to-date when you are making your final loan repayment (which could be after your last scheduled repayment if there is a balance remaining, as set out in the "*Repaying your loan*" section below). This means that it will form part of the balance of your loan account and that you will be charged interest on it until it is paid. This is called compound interest. We may charge interest at other intervals. If we wish to do so, we will tell you at least one month in advance by advertising the change, and the date it comes into effect, in a national newspaper.
- 3.8 Interest will be debited to your loan account. However, we may at our discretion, agree to allow it to be debited to another account. If we agree to debit it to another account, we may choose to revert to debiting it to your loan account if we think it is appropriate. We can do this at any time and without notice to you.
- 3.9 We will charge you compound interest even if:
- a) we have demanded that you repay your loan (for further details, please see the "*Default*" section below);
 - b) this Credit Agreement has terminated, or you die, and an outstanding balance remains unpaid;
 - c) a bankruptcy order is made against you or you have entered into a voluntary or insolvency arrangement with creditors; or
 - d) we have issued proceedings against you.

Annual Percentage Rate of Charge ("APR")

- 3.10 The APR on your loan is shown in the **Important Information Table** in Part A of this Credit Agreement. The APR is an indication of the total cost of this loan to you, expressed as an annual percentage of the amount of your loan.
- 3.11 When calculating the APR on your loan, we have assumed that:
- a) you will drawdown your loan and/or avail of your loan on the date used to determine the details shown in the **Important Information Table** in Part A of this Credit Agreement;
 - b) the frequency and start date of the repayments will be as set out in Part A of this Credit Agreement;
 - c) the interest rate set out in Part A of this Credit Agreement will not change throughout the period of this Credit Agreement;

- d) both we and you will fulfil our obligations under the terms of this Credit Agreement (by the dates specified); and
 - e) this Credit Agreement will not end early.
- 3.12 The APR on your loan may change. For example, it may change if:
- a) the interest rate goes up and/or down throughout the period of this Credit Agreement;
 - b) the intervals at which we charge you interest change;
 - c) the interest rate changes between the date of the **Important Information Table** and the date you drawdown your loan and/or avail of your loan; and/or
 - d) the number, intervals and/or amount of your repayments change.

4 Repaying your loan

Your repayments

- 4.1 You agree to repay us the full amount that you owe us under this Credit Agreement in the manner set out in this Credit Agreement (unless otherwise agreed by us in writing). It is your responsibility to ensure that arrangements are in place to make these repayments on time. You may be required to complete a direct debit and/or standing order instruction for this purpose. Any repayments made will permanently reduce your balance, which means that you cannot redraw such amounts, unless we allow otherwise.
- 4.2 If this Credit Agreement applies to an existing loan, we may continue to rely on any direct debit and/or standing order instruction you have given us in respect of that existing loan, until you have repaid the full amount that you owe us under this Credit Agreement.

Repayment due dates

- 4.3 Any repayments which would be due on a day that is not a Business Day, or on the 29th, 30th or 31st of a month that does not have these dates, will be regarded as being due and payable on the nearest Business Day we consider appropriate.

Balances remaining after your last scheduled repayment date

- 4.4 There may be a balance left unpaid after your last scheduled repayment date (for example, if your scheduled repayments have been insufficient to repay your loan in full because the interest rate on your loan has gone up or if you have missed any of your scheduled repayments). If, for any reason, this is the case, we will usually (and you agree that we may):
- a) continue to rely on any direct debit and/or standing order instruction you have given us in relation to this Credit Agreement;
 - b) accept a new standing order instruction for the required repayment amount; and/or
 - c) agree another repayment arrangement with you,
- until you have repaid the full amount that you owe us under this Credit Agreement. This may mean, for example, that you may need to make a higher number of repayments than set out in Part A of this Credit Agreement to repay your loan in full or that the total amount you have to repay under this Credit Agreement is higher.
- 4.5 Notwithstanding 4.4 above, we reserve the right to demand immediate repayment of any balance left unpaid after your last scheduled repayment date.
- 4.6 If we owe you money after you have made all of your scheduled repayments, you can ask us to repay you immediately.

Details of how much you owe us

- 4.7 Any time we inform you of how much you owe us under this Credit Agreement (for example, any letter informing you of arrears or a final statement), it will be final and binding on you, except where there has been a manifest error.

Full payment

- 4.8 You agree that, when you are repaying us any amount that you owe us under this Credit Agreement, you will not:
- a) deduct any amount from the repayment for any reason whatsoever, even if it relates to a counterclaim you may be intending to make or have made against us; and/or
 - b) claim any rights to or attempt to set off any amount you may owe us under this Credit Agreement against any amount we may owe you.
- 4.9 If you are required by law to make a deduction or withholding from any payment you make to us, you must ensure that we receive the full amount that you owe us, notwithstanding the deduction or withholding made. This may involve you having to pay us an additional amount.

5 Default

Events of default

- 5.1 We have the right to demand that the full amount that you owe us under this Credit Agreement is repaid immediately if any of the following events of default happen:

- a) you fail to pay any amount that you owe us on the date it is due (we will first send you a default notice where we are required by law to do so);
- b) any of the terms of this Credit Agreement, any other agreement that you have with us or any document relating to the Security is breached (we will first send you a default notice where we are required by law to do so);
- c) you or any of your guarantors become insolvent (or generally do not pay your/their debts as they become due), commit an act of bankruptcy or are adjudicated bankrupt in any jurisdiction or apply to or enter into a voluntary or insolvency arrangement with creditors;
- d) any form of attachment or receiving order is made against you or any guarantor;
- e) any decree, judgment or court order is obtained against you or any guarantor and remains unpaid for a period of 14 days from the date it was issued;
- f) you or any guarantor dies;
- g) there are any changes to your or any guarantor's situation (financial or otherwise) which may, in our opinion, affect your ability to repay the full amount that you owe us under this Credit Agreement or any guarantor's ability to comply with their obligations under the relevant Security document;
- h) there is a material change relevant to you or any guarantor or to any other credit facility that you have with us, which is, in our opinion, prejudicial to our interests;
- i) any information supplied for or by you or any guarantor is false, incomplete, misleading or inaccurate;
- j) any guarantor notifies us that he or she will no longer act as your guarantor;
- k) there are any matters relating to the Security that might affect our ability to enforce it;
- l) your loan is used for any illegal or other inappropriate purpose; and/or
- m) we must do so to comply with any law.

Reference of debts on default

- 5.2 If you breach any of the terms of this Credit Agreement, we reserve the right to refer any amount that you owe us to another organisation or debt-collection agency for the purpose of collection of payment and to give such organisation or agency any information it deems necessary relating to you or your loan.

6 Security

- 6.1 Unless we agree otherwise in writing, any mortgage or charge taken as Security must rank as a first mortgage or charge over the relevant asset.
- 6.2 Security over lands and/or buildings must be accompanied by your or, if required by us, our solicitor's clear report and certificate of good and marketable title, completed and unamended, in our standard form.
- 6.3 If we ask you to, you will facilitate an independent valuation at any time of any asset taken as Security. You will pay for any such valuation and (unless we allow otherwise) it will be carried out by a valuer on our approved panel of valuers and addressed to us. We will be entitled to debit any fees or expenses relating to such valuation to your loan account or to any other account that we consider appropriate (if necessary, we may open an account in your name specifically for this purpose).
- 6.4 There is no guarantee that the proceeds of realisation of any Security (for example, the proceeds of any life policy held as security) will be sufficient to pay the full amount that you owe us under this Credit Agreement. You will remain liable for any balance remaining.

Insurance policies

- 6.5 The following applies where it is specified in Part A of this Credit Agreement that you are either required to take out insurance cover in relation to a specified item of Security or to assign an insurance policy to us by way of Security:
- a) the insurance cover over any asset must be index-linked and, where relevant, be for the full reinstatement value and cover fire and all usual risks;
 - b) the policy must remain in place, you must continue to pay all premiums on it and, where relevant, our interest must be noted on it, until the full amount that you owe us under this Credit Agreement has been paid;
 - c) we may require evidence at any time that the insurance cover exists;
 - d) if you fail to pay any premium due in respect of the policy, we may (but are not obliged to) do whatever we deem necessary to make good such a failure to pay and we may debit any cost incurred in doing so to your loan account or to any other account that we consider appropriate (if necessary, we may open an account in your name specifically for this purpose);
 - e) we will not be liable to you if the insurance company does not pay out on the policy, the Security is not insured, or not properly insured, for any reason at any time or if the policy is insufficient to pay the full amount that you owe us under this Credit Agreement;
 - f) where the policy is arranged by us (for example, a mortgage protection life assurance policy), through an insurer or intermediary, we will not be responsible for the accuracy or otherwise of the level of cover provided. You should seek your insurer's/broker's advice in this regard; and

- g) we are entitled to refuse to accept any policy with an insurance company that is unacceptable to us.

Reliance and reinstatement

- 6.6 If we discharge, release or make any arrangement in relation to any security quoted in any previous agreement relating to an existing loan (on the basis of any payment, disposition or the Security being put in place to our satisfaction) which is then avoided or must be reinstated under any law relating to bankruptcy, liquidation, court protection, reorganisation, insolvency or otherwise, then the security quoted in any previous agreement relating to an existing loan will be reinstated or deemed to remain in full force and effect and we will continue to rely on it as if such discharge, release or arrangement had not occurred.
- 6.7 The quoting of the Security does not affect the validity of any other security held by us under any other agreements that you have with us.
- 6.8 Where the Security is existing security held by us, you confirm, acknowledge and agree that such existing security will continue in full force and effect as continuing security for all obligations and liabilities expressed to be secured under this Credit Agreement and any other agreements that you have with us.

7 Two or more borrowers

- 7.1 This section applies where the loan is a joint loan (where there are two or more borrowers).
- 7.2 All correspondence, statements, notices and other documentation in relation to your loan will be sent to the address provided to us by you for this purpose and will be deemed to have been given to all of you.
- 7.3 If any one of you is deemed in the future not to be bound by this Credit Agreement, the rest of you will continue to be bound by it.
- 7.4 Your obligations under this Credit Agreement are for each of you jointly and severally. This means, for example, that if we demand from any or all of you that the full amount that you owe us under this Credit Agreement is repaid immediately (in accordance with the "Default" section) and this does not occur, we may pursue either all of you or any of you for the full amount that you owe (and not just a share of it). This also means that:
- any act, breach or default of any one of you will be deemed to be the act, breach or default of all of you; and
 - we have the right to release any of you from your obligations under this Credit Agreement, or make alternative repayment arrangements with any of you, without releasing or making alternative arrangements with the other.

You need to consider the consequences of this carefully as it means that you could end up being solely responsible for the full amount owed under this Credit Agreement.

8 Exercising your right to withdraw

- 8.1 If you exercise your right to withdraw (as set out in the "Can I withdraw from this Credit Agreement immediately?" section of Part A of this Credit Agreement), you must repay the full amount that you owe us under this Credit Agreement, including interest, fees, charges and expenses within 30 days of telling us that you want to withdraw, except in the circumstances set out in 8.2 below. If you do not do so, this Credit Agreement will continue to apply.
- 8.2 If this Credit Agreement relates to an existing loan and you exercise your right to withdraw, you must only repay us any amount that you have drawn down or has been availed of under this Credit Agreement, together with any interest, fees, charges and expenses that you owe under this Credit Agreement within 30 days of telling us that you want to withdraw. If you do so, you agree that the terms of the previous agreement relating to your existing loan will apply to the remainder of your loan (if you do not owe us anything under this Credit Agreement, this will be as soon as we process your request to withdraw). If you do not do so, this Credit Agreement will continue to apply.

9 Keeping each other informed

About you and your guarantor

- 9.1 You must tell us about any changes to your name or contact details. Please also ensure that any guarantor tells us about any changes to their name or contact details. We may require you to confirm any of these changes in writing or to comply with any other relevant procedures we may have.
- 9.2 We also need you to tell us in writing immediately if any of the events of default set out in the "Default" section above have occurred or are likely to occur.

Communicating with you

- 9.3 Subject to applicable law, we may contact you in person or by phone, post, hand delivery, fax, email, online (for example, via any message facility available on AIB Internet Banking), any electronic means or by any other means required or permitted by law. Where relevant, we will use the most current contact information we hold for you (which includes the address of any of your assets which form part of the Security). We are always working towards ways to make our services more convenient and flexible so we may introduce new ways to communicate with you in the future.

- 9.4 You will be deemed to have received any correspondence, statement, notice and/or other documentation sent by us immediately upon delivery if it is delivered by hand and two Business Days after dispatch if it is sent by ordinary post, even if it is mis-delivered or returned undelivered. Any correspondence, statement, notice and/or other documentation sent by fax, email or made available online (for example, via any message facility available on AIB Internet Banking) will be deemed to have been received by you at the time it is sent.
- 9.5 We may change these General Terms and Conditions for Personal Loans from time to time. If we do, we will notify you at least one month in advance of the change by a notice published in a national daily newspaper, an online notice on our website, a notice in our branches or by contacting you to let you know.
- 9.6 We may record or monitor phone calls between you and us so that we can check instructions, make sure that we are meeting our service standards, ensure the security of our business and that of our customers and staff and for the purposes of training our staff.

10 Fees, charges and expenses

- 10.1 You will need to pay for certain fees, charges and expenses (including VAT, where relevant) in relation to your loan and we have set out these possible fees, charges and expenses below.

Bank fees and charges

- 10.2 You will pay any fees or charges that we may charge in relation to your loan, the Security and the operation of your loan account (for example, fees in respect of items lodged to your loan account that are not paid, such as a cheque that bounces). We set out and/or explain these fees and charges fully in the current editions of our booklets "A Guide to Fees and Charges for Personal Accounts" (this booklet is available in any of our branches and on our website) and "Security Costs for Borrowings" (this booklet is available in any of our branches). These fees and charges are **not** included when we work out the **APR**.
- 10.3 Subject to notifying the relevant authority, we may from time to time alter these fees or charges and/or introduce new fees or charges. We will advertise any changes to these fees and charges in at least one national newspaper.

Other fees, charges and expenses

- 10.4 You will pay any fees, charges and expenses incurred by us and/or relating to any receiver appointed in connection with this Credit Agreement and/or relating to any item of Security. For example, we may use solicitors or other professional advisors or specialist consultants to advise us when we are entering into this Credit Agreement or when we are taking or enforcing any item of Security. It is important that you are aware that you must pay these fees, charges and expenses, whether or not you draw down your loan and/or avail of your loan in whole or in part.

Your own advisers' fees

- 10.5 You will also pay any fees, charges and expenses that you are charged by any of your own advisers in relation to this Credit Agreement and/or any item of Security.

Debiting of fees, charges and expenses

- 10.6 We will be entitled to debit any fees, charges and/or expenses to your loan account or to any other account that we consider appropriate (if necessary, we may open an account in your name specifically for this purpose).

11 Responsibility

Our responsibility to you

- 11.1 We take our responsibilities very seriously and are committed to satisfying our obligations to you. However, in certain circumstances, you may make a claim for us to compensate you for loss or damage you might suffer as a result of something we have or have not done. It is important to be aware that in the following circumstances (notwithstanding any other provision of this Credit Agreement) you will have no claim against us and we will have no liability to you:
- if you are in breach of this Credit Agreement;
 - if you have acted fraudulently or negligently;
 - if you are claiming for breach of this Credit Agreement or for any loss or cost you suffer or incur because we cannot carry out our responsibilities to you due to circumstances beyond our reasonable control, including acts of God, fire, failure of any computer or telecommunications system or labour disputes;
 - if you are claiming for any loss or damage arising out of or in connection with any payment from, or payment or intended payment to, your loan account where there was no way we could have reasonably predicted your loss when you gave us the instruction; or
 - if you are claiming for any increased costs or expenses, or for any loss of profit, business, contracts, revenues or anticipated savings or for any special, indirect or consequential damage of any nature.
- 11.2 None of the above will apply where the law does not allow us to exclude or limit our liability.

Your responsibility to us

- 11.3 As we take our responsibilities to you very seriously, it is important that you are aware that you also have responsibilities. You agree to comply with your obligations to us under this Credit Agreement and you will be liable to compensate us in the following circumstances:
- for any loss which we may incur arising out of any breach of this Credit Agreement by you;
 - for any loss, damage or other liability that we may suffer arising out of or in connection with any payment from, or payment or intended payment to, your loan account; or
 - for any loss we may suffer in accepting any cheques, drafts or other paper based payments as lodgements to your loan account.

12 General

Guarantors

- 12.1 We will notify the terms of this Credit Agreement, and any changes to the terms, to your guarantor.

Existing loans

- 12.2 If this Credit Agreement relates to an existing loan, some of the figures in the **Important Information Table** in Part A of this Credit Agreement may change after the date of the **Important Information Table**, for example if there are any amounts debited or credited to your existing loan account that may have accrued or been incurred under your previous agreement relating to the existing loan. Any amount whatsoever (including interest, fees, charges or expenses) that you owe us under your previous agreement that you have not paid will be debited to your loan account and paid in accordance with this Credit Agreement.

Set-off

- 12.3 We may, in addition to any other similar right we may have, use funds in any of your accounts with us to pay off any amount that you owe us, or which may become due and owing to us, under this Credit Agreement, or any part of it (this is called set-off). We can do this at any time and without notice to you.

Operation of your loan account

- 12.4 We reserve the right to reverse any entry on your loan account if any item credited to the account is not paid, is subsequently recalled or is returned by us due to mistake, fraud or the operation of any applicable clearing rules.

Exercising our rights

- 12.5 You agree and acknowledge that each of the terms of this Credit Agreement are for our sole and exclusive benefit and may be waived by us at our absolute discretion without your consent.
- 12.6 If at any time we choose not to exercise, or to delay in exercising, any right, power or privilege that we have, this does not mean that we have waived it entirely and we may exercise it at a later date. If we exercise, in whole or in part, any right, power or privilege that we have on one occasion, we may exercise it, or any other right, power or privilege again, at any other time.
- 12.7 The rights and remedies provided for in this Credit Agreement are in addition to, and not exclusive of, any rights or remedies provided by law.
- 12.8 You agree that you will promptly do any act or sign any documents that we may reasonably require (and in such form as we may specify and, if we require, in favour of our nominees) for the exercise of any of our rights, powers and remedies provided by or pursuant to this Credit Agreement, the Security or by operation of law, including to perfect the Security.

Liquidity costs

- 12.9 If the cost to us of making or maintaining your loan increases as a result of the introduction of, or change in, any liquidity, reserve ratio, special deposit or similar requirements (or any other requirement having the same or similar purpose) of any regulatory authority or from any change in any law or regulation or the introduction of, or any change in, any tax, we will either demand payment of an amount or increase the interest rate on your loan by an amount that we will conclusively determine (at our absolute discretion) is sufficient to compensate us for such increased cost.

Conflicts of interest

- 12.10 It is an unavoidable feature of our business that a conflict of interest may arise in any transaction, whether due to an interest of ours or an interest of more than one customer in the transaction, or some other circumstance affecting the transaction. By entering into this Credit Agreement, you acknowledge the general nature of such a conflict and confirm that you still wish to proceed with the transaction. Details of our conflicts of interest policy are available from all branches and in the Terms of Business on our website.

Assignment of this loan

- 12.11 The benefit of this loan is personal to you and is not capable of being assigned by you to another party either in whole or in part.

- 12.12 We reserve the right to assign, charge, transfer, sub-participate or otherwise dispose of all or part of this loan and the Security to any member of the Allied Irish Banks Group or to any third party. We can do this at any time and without notice to you or your prior consent. If we do, we can give any proposed assignee, chargee, transferee or sub-participant (and their professional advisors), any information that we deem necessary relating to you, your loan and/or the Security. You agree to execute, at our cost, any documentation which we request you to execute in connection with any such assignment, transfer, sub-participation or securitisation and you appoint us to be your attorney to sign any such documentation.

Entire agreement and governing agreement

- 12.13 This Credit Agreement represents the entire understanding between you and us about your loan and, except in the circumstances set out in 12.14 below, supersedes any arrangements, understandings, promises or agreements between you and us (whether they were in writing or otherwise) that may have been made or existed before the date of this Credit Agreement.
- 12.14 If this Credit Agreement relates to an existing loan, it is important to be aware that you will also need to comply with the terms of your previous agreement relating to your loan until, on a date we choose, we are willing to let you draw down any part of your loan and/or avail of your loan under the terms of this Credit Agreement. On that date, except as set out in 4.2 above, this Credit Agreement will supersede any arrangements, understandings, promises or agreements between you and us (in so far as it relates to the existing loan) (whether they were in writing or otherwise) that may have been made or existed before that date.

Counterparts

- 12.15 This Credit Agreement may be signed on any number of counterparts and by the different parties on separate counterparts, each of which when signed and sent to us will constitute an original and all such counterparts together will constitute one and the same Credit Agreement.

Consent and electronic signatures

- 12.16 Your execution of this Credit Agreement by way of electronic signature is conclusive evidence of your intention to be bound by this Credit Agreement and has the same legal validity and enforceability as a wet ink signature for all purposes. If you or we store a duly executed copy of the Credit Agreement in an electronic format that maintains its integrity and allows unchanged reproduction of the stored information, this constitutes an original of this Credit Agreement and may be relied on as evidence of this Credit Agreement.

Governing law and jurisdiction

- 12.17 This Credit Agreement, and any non-contractual obligations arising out of or in connection with it, are governed by and interpreted in accordance with the laws of Ireland.
- 12.18 You agree that any dispute or claim arising out of or in connection with this Credit Agreement (including any dispute or claim relating to its existence, validity or termination) or any non-contractual obligations arising out of or in connection with it will be dealt with by the courts of Ireland. However, we may, at our discretion, choose to take proceedings before any other appropriate court in another jurisdiction.