

OXBURY FARM CREDIT ACCOUNT GENERAL TERMS AND CONDITIONS

1. DEFINITIONS AND INTERPRETATION

- 1.1 In these general terms and conditions, the expression “**this Agreement**” means the Key Terms incorporating these general terms and conditions and its Schedules. In addition, the definitions set out in paragraph 1 of Schedule 1 and terms defined in the Key Terms will apply.
- 1.2 In this Agreement, the rules of interpretation set out in paragraph 2 of Schedule 1 will apply.

2. THE FACILITIES

2.1 Subject to:

- 2.1.1 due diligence carried out by the Lender in relation to the Borrower and any Relevant Entity;
- 2.1.2 the Key Terms; and
- 2.1.3 the terms of this Agreement,

the Lender may make available to the Borrower a revolving credit facility up to the amount of the Oxbury Farm Credit Account Limit.

- 2.2 The provision of the Facility is subject to regular review by the Lender, at least on an annual basis being on each Renewal Date.
- 2.3 The Lender may in its absolute discretion vary or cancel the Oxbury Farm Credit Account Limit by written notice to the Borrower.
- 2.4 In the event that the Lender wishes to amend or vary the Key Terms or the provisions of this Agreement, including to allow for the implementation of 'Special Schemes' provided by Approved Distributors, it shall provide to the Borrower a revised Key Terms document or a letter outlining such amendments or variations to the provisions of this Agreement.

3. PURPOSE

The Borrower shall use either the Oxbury Farm Credit Account or the Linked Account to settle any Invoice submitted by Approved Distributors.

4. USE OF THE OXBURY FARM CREDIT ACCOUNT

Use of the Oxbury Farm Credit Account, Oxbury Online Banking, the Oxbury App and associated software is strictly in accordance with the provisions of Schedule 2 of this Agreement.

5. CONDITIONS PRIOR TO ACCOUNT ACTIVATION

- 5.1 The Borrower may not authorise an Approved Distributor to submit any Invoice for payment from the Oxbury Farm Credit Account until such time as the Lender has confirmed receipt and satisfaction with the items set out in the section headed "Conditions Prior to the Account Activation Date" in the Key Terms.

6. ACCOUNT ACTIVATION

6.1 Activation

- 6.1.1 The Borrower shall either:

6.1.1.1 approve the use of money borrowed under this Agreement from the Oxbury Farm Credit Account to settle such Invoice: or

6.1.1.2 specify that payment of such Invoice should be made in full using the Linked Account, and without recourse to the funds available in respect of the Oxbury Farm Credit Account.

- 6.1.2 The Borrower may not approve an Invoice for payment from the Oxbury Farm Credit Account if, as a result of the approval, the Oxbury Farm Credit Account Limit would be exceeded.

6.2 Delivery of Approved Distributor Invoices

The Borrower may utilise the Facility by delivery to the Lender of Invoices from Approved Distributors in accordance with the procedure set out by the Lender and in accordance with the terms and conditions for use of the Oxbury Farm Credit Account set out in Schedule 2 of this Agreement.

6.3 Acceptance of an Approved Distributor Invoice

If the Lender is willing to accept Invoices from an Approved Distributor, it shall apply the amount of the relevant Loan in settlement of the relevant Invoices direct to the relevant Approved Distributors.

7. INTEREST

- 7.1 The Borrower shall pay interest on the Loans at the Interest Rate.

- 7.2 If an Event of Default is continuing, the Borrower shall pay interest on the Loans at the Default Rate provided that upon the remedy or waiver, as the case may be, of such Event of Default, the Borrower shall revert in paying interest on the Loans at the Interest Rate.

- 7.3 Interest shall accrue daily and shall be debited to the Oxbury Farm Credit Account on the date in each month which corresponds to the Account Activation Date (or, in any month in which there is no corresponding date, the nearest preceding date) or such other date as may be requested in writing by the Borrower and agreed by the Lender.

- 7.4 Interest debited to the Oxbury Farm Credit Account each month will be repaid in full by the Borrower as part of the Minimum Monthly Repayment.

- 7.5 If the Borrower fails to make any payment due under this Agreement on the due date for payment or the Lender is unable to withdraw any amount due for payment from the Linked Account in accordance with clause 8.2.2 below, interest on the unpaid amount shall accrue daily, from the date of non-payment (which, in any case where the Borrower has failed to make the Minimum Monthly Repayment, shall be the date on which such Minimum Monthly Repayment was due to the date of actual payment (both before and after judgment (or in Scotland, decree)) at the Default Rate. Interest accrued under this clause 7.5 shall be immediately payable by the Borrower on demand by the Lender.

8. REPAYMENT

8.1 On Demand

Notwithstanding any other provision of this Agreement, the Facility is repayable by the Borrower on demand by the Lender.

8.2 Repayment of Loan and Other Amounts

8.2.1 Subject to clause 8.1 above, until such time as the Lender has demanded repayment of the Facility, the Borrower shall repay the sums borrowed under the Facility by payment of the Minimum Monthly Repayment in the manner specified in clause 8.2.2 below on each Repayment Instalment Date. The Borrower shall also pay the aggregate amount of any Minimum Monthly Repayments (together with any interest accrued thereon) which were not paid on the relevant due date by the Borrower and any amount by which the Oxbury Farm Credit Account Limit has been exceeded.

8.2.2 The Lender shall be entitled to withdraw amounts due under clause 8.2.1 above and any other amounts falling due under this Agreement from the Linked Account in accordance with the terms of the Direct Debit Instruction so that the amount due for repayment shall be credited to the Lender's account by no later than the relevant Repayment Instalment Date.

8.2.3 In the event that there are insufficient funds in the Linked Account to enable the Lender to withdraw the Minimum Monthly Repayment:

8.2.3.1 an Event of Default shall have arisen pursuant to clause 14.1 of this Agreement;

8.2.3.2 the Lender shall notify the Borrower that the Minimum Monthly Repayment has not been made;

8.2.3.3 interest shall accrue on the Minimum Monthly Repayment in accordance with clause 7.5; and

8.2.3.4 the Borrower shall immediately:

8.2.3.4.1 deposit in the Linked Account such sum as would enable the Minimum Monthly Repayment to be made; or

8.2.3.4.2 credit a payment to the Oxbury Farm Credit Account of not less than the Minimum Monthly Repayment from an alternative source of funds.

- 8.2.4 The Borrower may pay more than the Minimum Monthly Repayment in any month, at any time, and, if it wishes to do so, shall transfer the amount of any such additional repayment to the Lender's account.
- 8.2.5 Any amounts outstanding under the Facility on the Termination Date shall be repaid in full, together with any interest thereon and all other amounts then owing hereunder, on the Termination Date.

9. FEES

- 9.1 In consideration of the provision of the Facility by the Lender, the Borrower shall pay to the Lender:
- 9.1.1 in respect of the first twelve month period of the Facility the Arrangement Fee, which will be debited to the Oxbury Farm Credit Account on the Account Activation Date;
- 9.1.2 in respect of each subsequent twelve month period of the Facility the Renewal Fee, which will be debited to the Oxbury Farm Credit Account on each Renewal Date; and
- 9.1.3 in the event that the Oxbury Farm Credit Account Limit is increased at the Borrower's request during a twelve month period of the Facility, a fee in the amount of the percentage of the quantum of the increase in Oxbury Farm Credit Account Limit stipulated in the Key Terms, which will be debited to the Oxbury Farm Credit Account when the increase in the Oxbury Farm Credit Account Limit is applied.
- 9.2 In the event that the Borrower is required to provide security to the Lender for its obligations to the Lender under the Facility, the Borrower may also be liable to pay security fees and/or a valuation fee. If any security fees and/or a valuation fee are payable prior to the Account Activation Date, this will be noted in the Key Terms.
- 9.3 If the Borrower fails to make any payment due under this Agreement within 14 days of its due date for payment, a late payment fee in an amount as advised by the Lender to the Borrower shall be applied and payable by the Borrower to the Lender.

10. COSTS, EXPENSES AND INDEMNITY

- 10.1 The Borrower shall, within 5 (five) Business Days of demand by the Lender, pay to the Lender all costs, charges, expenses, taxes and liabilities of any kind (including, without limitation, legal, professional and out-of-pocket expenses) together with VAT on such amounts incurred by the Lender arising at any time as a result of or in connection with:
- 10.1.1 the negotiation, preparation or execution of the Finance Documents;
- 10.1.2 taking, holding, protecting, preserving or perfecting the Security created (or intended to be created) by any Finance Document; and/or
- 10.1.3 responding to, considering or implementing any request for a consent, amendment or waiver to any Finance Document,
- together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, charge,

expense, tax or liability arose until discharge in full of that cost, charge, expense, tax or liability (whether before or after judgment (or in Scotland, decree), liquidation, winding up, administration or bankruptcy (or in Scotland, sequestration) of the Borrower) at the rate and in the manner specified in this Agreement.

10.2 The Borrower must within 5 (five) Business Days of demand by the Lender, pay to the Lender on a full indemnity basis all costs, losses and liabilities (including, without limitation, legal, professional and out-of-pocket expenses) together with VAT on such amounts incurred by the Lender arising at any time as a result of or in connection with:

10.2.1 the occurrence of any Event of Default;

10.2.2 the preservation and/or enforcement of any rights of the Lender under any Finance Document; and/or

10.2.3 responding to, considering or implementing any request for a consent, amendment or waiver to any Finance Document,

together with interest, which shall accrue and be payable (without the need for any demand for payment being made) from the date on which the relevant cost, loss or liability arose until discharge in full of that cost, loss or liability (whether before or after judgment (or in Scotland, decree), liquidation, winding up, administration or bankruptcy (or in Scotland, sequestration) of the Borrower) at the rate and in the manner specified in this Agreement.

10.3 Any past or present officer, employee or agent of the Lender may enforce the terms of this clause 10 subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Act 1999 or, where relevant, the Contract (Third Party Rights) (Scotland) Act 2017.

11. PAYMENTS

11.1 All payments made by the Borrower under the Finance Documents shall be in Sterling and in immediately available cleared funds:

11.1.1 to the Lender at its account details of which the Lender shall notify the Borrower in writing; or

11.1.2 as otherwise directed by the Lender in writing.

11.2 If any payment becomes due on a day which is not a Business Day, the due date for such payment will be the following Business Day.

11.3 If the Borrower is domiciled in Scotland and/or the Linked Account is with a branch of a bank or other financial institution located in Scotland, any payment required to be made to or by the Borrower on a day which is a Business Day but which is a bank holiday in Scotland may be made on the next following Business Day.

11.4 All payments made by the Borrower under the Finance Documents shall be made in full, without set-off (or in Scotland, retention or compensation), counterclaim or condition and free and clear of and without any deduction or withholding.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Borrower represents and warrants to the Lender, on the date of this Agreement, on the date the drawdown of each Loan is requested pursuant to clause 6.2 and the date each Loan is drawn down pursuant to clause 6.3:

12.1.1 if the Borrower is a limited liability company or a limited liability partnership, that:

12.1.1.1 it has the power to own its assets and carry on its business as it is being conducted as at the relevant date;

12.1.1.2 it has the power to enter into, perform and deliver, and all necessary corporate and other action has been taken to authorise its entry into, performance and delivery of, the Finance Documents and the transactions contemplated in them;

12.1.1.3 no limit on its powers or, where the Borrower is a Company, those of its directors, will be exceeded as a result of any drawing made pursuant to this Agreement, grant of security or giving of guarantees or indemnities contemplated by the Finance Documents; and

12.1.1.4 the entry into and performance by it of, and the transactions contemplated by, the Finance Documents, do not and will not contravene or conflict with:

12.1.1.4.1 its constitutional documents;

12.1.1.4.2 any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or

12.1.1.4.3 any law or regulation or judicial or official order applicable to it;

12.1.2 if the Borrower(s) is/are an individual, joint individuals or a partnership, that:

12.1.2.1 the Borrower(s) has or have the capacity to execute, deliver and perform his, her, their or its obligations under this Agreement and the transactions contemplated by it;

12.1.2.2 the Borrower(s) is or are not dead or, by reason of illness or incapacity (whether mental or physical), incapable of managing his, her or their own affairs;

12.1.2.3 the court has not made an order or appointed a deputy under section 16 of the Mental Capacity Act 2005 in respect of the Borrower(s) and no order has been made in respect of the Borrower(s) under the Adults with Incapacity (Scotland) Act 2000;

12.1.2.4 the execution, delivery and performance of the obligations in, and transactions contemplated by, this Agreement does not and will not contravene any agreement or instrument binding on the Borrower(s) or his, her, their or its assets, or any applicable law or regulation;

12.1.2.5 the Borrower(s) intend(s) to use the Facility wholly for the purposes of a business;

- 12.1.2.6 the Borrower (or each of the Borrowers, if there is more than one Borrower) confirms that neither he, she or they nor any person associated with him, her or them resides or will reside in any Security Property either on a part-time or permanent basis;
- 12.1.2.7 if at any time, the Borrower(s) intend(s) that he, she or they, or any person associated with him, her or them, take up residence in any Security Property the Borrower(s) will immediately advise the Lender of the circumstances of such intended residence in order that the Lender can consider whether or not it is willing to grant its consent. Such consent may be given or withheld at the Lender's absolute discretion and, if given, may be subject to any conditions that the Lender may, in its absolute discretion, deem appropriate;
- 12.1.2.8 nothing has arisen, has been created or is subsisting, that would be an overriding interest in any Security Property which is located in England or Wales and details of all parties either in occupation or entitled to occupy any Security Property located in England or Wales have been disclosed to the Lender; and
- 12.1.2.9 no third party enjoys rights under the Matrimonial Homes (Family Protection) (Scotland) Act 1981 (as amended) in relation to any Security Property which is located in Scotland;
- 12.1.3 that the Borrower(s) is or are:
 - 12.1.3.1 in the case of a limited liability company or a limited liability partnership, registered and incorporated under the laws of either England and Wales or Scotland and its Centre of Main Interests is in the United Kingdom ;
or
 - 12.1.3.2 in the case of an individual, joint individuals or a partnership, domiciled in either England and Wales or Scotland and his, her, their or its Centre of Main Interests is in the United Kingdom; and

in either case, its assets are situated in the United Kingdom.
- 12.1.4 that the obligations of the Borrower under the Finance Documents are legal, valid, binding and enforceable in accordance with their terms;
- 12.1.5 that each of the Security Documents create (or, once entered into, will create):
 - 12.1.5.1 valid, legally binding, and enforceable Security for the obligations expressed to be secured by it; and
 - 12.1.5.2 subject to registration under section 859A of the Companies Act 2006 (as amended by the Companies Act 2006 (Amendment of Part 25) Regulations 2013/600) (in any case where the Borrower is a company or a limited liability partnership) and, in the case of real property situated in England or Wales, registration at HM Land Registry or the Land Charges Register or, in the case of heritable or leasehold property situated in Scotland and capable of registration in the Land Register of Scotland, registration at the Land Register of Scotland, perfected Security over the assets expressed to be subject to Security in it,

in favour of the Lender, having the priority and ranking expressed to be created by the relevant Security Document and ranking ahead of all (if any) Security and rights of third parties except those preferred by law;

12.1.6 all Authorisations:

12.1.6.1 required or desirable:

12.1.6.1.1 to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents; and

12.1.6.1.2 to make the Finance Documents admissible in evidence, have been obtained or effected and are in full force and effect; and

12.1.6.2 necessary for the conduct of the business, trade and ordinary activities of the Borrower have been obtained or effected and are in full force and effect;

12.1.7 no:

12.1.7.1 corporate action, legal proceeding or other procedure or step described in clause 14.10;

12.1.7.2 creditors' process described in clause 14.16,

has been taken or, to the knowledge of the Borrower, threatened in relation to an Obligor; and none of the circumstances described in clauses 14.7 to 14.9 inclusive and 14.11 applies to an Obligor;

12.1.8 it is not required to make any deduction for or on account of tax from any payment it may make under any Finance Document;

12.1.9 that no Event of Default has occurred, is reasonably likely to occur, is continuing, or is reasonably likely to result from making the Loan or the entry into, the performance of, any transaction contemplated by the Finance Documents;

12.1.10 that no other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on any Obligor or to which any of its assets is subject which has or is reasonably likely to have a Material Adverse Effect;

12.1.11 that no litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency, are taking place, pending or, to the Borrower's knowledge, threatened against it or any other Obligor, any of its directors, members or partners or any of its assets, which, if adversely determined, are reasonably likely to have a Material Adverse Effect;

12.1.12 no judgment or order of a court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has been made against it or any of its other Obligor, any of its directors, members or partners or any of its assets;

- 12.1.13 it is in compliance with clause 13.1.7 and to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect;
- 12.1.14 no Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against it where that claim has or is reasonably likely, if determined against that it, to have a Material Adverse Effect;
- 12.1.15 it has conducted its businesses in compliance with applicable anti-corruption laws and has instituted and maintained policies and procedures designed to promote and achieve compliance with such laws;
- 12.1.16 that the information, in written or electronic format, supplied by, or on its behalf, to the Lender in connection with the Facility and the Finance Documents was, at the time it was supplied or at the date it was stated to be given (as the case may be):
- 12.1.16.1 if it was factual information, complete, true and accurate in all material respects;
- 12.1.16.2 if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was fair and arrived at after careful consideration;
- 12.1.16.3 if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
- 12.1.16.4 not misleading in any material respect, nor rendered misleading by a failure to disclose other information,
- except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, the Borrower to the Lender; and
- 12.1.17 it has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

13 COVENANTS

- 13.1 The Borrower covenants with the Lender that, as from the date of this Agreement until all its liabilities under the Finance Documents have been discharged:
- 13.1.1 it will deliver to the Lender promptly such financial or other information as the Lender may, from time to time, reasonably request;
- 13.1.2 it will promptly, after becoming aware of them, notify the Lender of any litigation, arbitration or administrative proceedings or claim of the kind described in clause 12.1.11;
- 13.1.3 it will promptly, after becoming aware of them, notify the Lender of any judgment or order of a court, arbitral body or agency described in clause 12.1.12;

- 13.1.4 it will promptly obtain all consents or authorisations under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under the Finance Documents, to ensure the legality, validity, enforceability and admissibility in evidence of the Finance and carry on its business where failure to do so has or is reasonably likely to have a Material Adverse Effect;
- 13.1.5 it will procure that any of its unsecured and unsubordinated obligations and liabilities under the Finance Documents rank, and will rank, at least pari passu in right and priority of payments with all its other unsecured and unsubordinated obligations and liabilities, present or future, actual or contingent, except for those obligations and liabilities mandatorily preferred by law of general application to companies;
- 13.1.6 it will comply, in all respects, with all laws, if failure to do so has or is reasonably likely to have a Material Adverse Effect;
- 13.1.7 it will:
- 13.1.7.1 comply with all Environmental Law;
 - 13.1.7.2 obtain, maintain and ensure compliance with all requisite Environmental Permits;
 - 13.1.7.3 implement procedures to monitor compliance with and to prevent liability under any Environmental Law,
- where failure to do so has or is reasonably likely to have a Material Adverse Effect;
- 13.1.8 it will notify, promptly upon becoming aware of the same, the Lender of:
- 13.1.8.1 any Environmental Claim against any it which is current, pending or threatened; and
 - 13.1.8.2 any facts or circumstances which are reasonably likely to result in any Environmental Claim being commenced or threatened against it,
- where the claim, if determined against it, has or is reasonably likely to have a Material Adverse Effect;
- 13.1.9 it will not directly or indirectly use the proceeds of the Facility for any purpose which would breach the Bribery Act 2010 or other similar legislation in other jurisdictions;
- 13.1.10 it will conduct its businesses in compliance with applicable anti-corruption laws and maintain policies and procedures designed to promote and achieve compliance with such laws;
- 13.1.11 it will pay and discharge all taxes imposed upon it or its assets within the time period allowed without incurring penalties unless and only to the extent that:
- 13.1.11.1 such payment is being contested in good faith;
 - 13.1.11.2 adequate reserves are being maintained for those taxes and the

costs required to contest them; and

13.1.11.3 such payment can be lawfully withheld and failure to pay those Taxes does not have or is not reasonably likely to have a Material Adverse Effect;

13.1.12 it maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary or desirable in the conduct of its business;

13.1.13 it will ensure that at all times any unsecured and unsubordinated claims of the Lender against it under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors except those creditors whose claims are mandatorily preferred by law;

13.1.14 it will maintain insurances on and in relation to its business and assets against those risks and to the extent as is usual for companies carrying on the same or substantially similar business;

13.1.15 it will notify the Lender of any Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence;

13.1.16 if the Lender is obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrower will, promptly on the request of the Lender, supply (or procure the supply of) such documentation and other evidence as is reasonably requested in order for the Lender to be able to carry out, and be satisfied that it has complied with, all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents; and

13.1.17 it will carry on and conduct its business in a proper and efficient manner and will not make any substantial change to the general nature or scope of its business as carried on at the date of this Agreement.

13.2 The Borrower undertakes to deliver to the Lender prior to the Account Activation Date duly executed copies of the Security Documents together with:

13.2.1 duly executed copies of any notice or intimation required to be sent pursuant to the Security Documents; and

13.2.2 all documents of title to be provided under the Security Documents.

14 EVENTS OF DEFAULT

Each of the events or circumstances set out in this clause 14 (other than clause 14.24) is an Event of Default.

14.1 An Obligor fails to pay any sum due under any Finance Document when due including, but not limited to, as a result of the Borrower failing to make a Minimum Monthly Repayment as described in clause 8.2.3.

14.2 An Obligor fails (other than by failing to pay), to comply with any provision of any Finance Document.

14.3 Any representation, warranty or statement made, repeated or deemed made by an

- Obligor in, or pursuant to, any Finance Document is (or proves to have been) incomplete, untrue, incorrect or misleading in any material respect when made, repeated or deemed made.
- 14.4 An Obligor suspends or ceases, or threatens to suspend or cease, to carry on all or any material part of its business.
 - 14.5 Any Indebtedness of the Borrower:
 - 14.5.1 is not paid when due nor within any originally applicable grace period; or
 - 14.5.2 becomes due, or capable of being declared due and payable, prior to its stated maturity by reason of an event of default (howsoever described).
 - 14.6 In any case where the Borrower is a limited liability company, a limited liability partnership or a partnership, there is a Change of Control in relation to the Borrower.
 - 14.7 An Obligor stops or suspends payment of any of its debts (or in Scotland, becomes apparently insolvent) or is unable to, or appears to be unable to or admits its inability to, pay its debts as they fall due.
 - 14.8 The value of an Obligor's assets is less than its liabilities (taking into account contingent and prospective liabilities).
 - 14.9 A moratorium is declared in respect of any Indebtedness of an Obligor. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.
 - 14.10 Any action, proceedings, procedure or step is taken for:
 - 14.10.1 the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of an Obligor; or
 - 14.10.2 the composition, compromise, assignment (or, as the case may be, in Scotland, assignation) or arrangement with any creditor of an Obligor; or
 - 14.10.3 the appointment of a trustee in bankruptcy (or in Scotland, a trustee in sequestration), liquidator, receiver, administrative receiver, administrator, manager (or in Scotland, a judicial factor, nominee, trustee or supervisor) or other similar officer in respect of an Obligor or any of its assets; or
 - 14.10.4 the enforcement of any Security over the assets of an Obligor.
 - 14.11 An Obligor (or any partner of an Obligor which is a partnership) commences negotiations, or enters into any composition, compromise, assignment (or in Scotland, assignation) or arrangement, with one or more of its creditors with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
 - 14.12 Any event occurs in relation to an Obligor similar to any of those in clause 14.7 to clause 14.11 (inclusive) under the laws of any applicable jurisdiction.
 - 14.13 Any tenancy or lease or other agreement under which an Obligor is the tenant or occupier or in possession of the Farm expires or is determined (or, if the Farm is situated in Scotland, expires or is irritated or terminated) whether by the passage of time or

- otherwise or is the subject of a threat to be determined (or in Scotland, irritated or terminated).
- 14.14 An Obligor removes or disposes of any assets which are the subject of Security in favour of the Lender otherwise than by sale in the ordinary course of trading.
- 14.15 The Lender, in its absolute discretion, considers that any claim will or is reasonably likely to be made against the Lender under any bond, guarantee, indemnity or other contingent liability, issued or entered into for any of the liabilities of the Borrower.
- 14.16 Any distress, attachment, execution, expropriation, sequestration (or in Scotland, diligence) or another analogous process in any jurisdiction is levied, enforced or sued out on, or against, an Obligor's assets having an aggregate value of £2,500 (or its equivalent in other currencies) and is not discharged, stayed (or in Scotland, sisted) within 14 days.
- 14.17 Any provision of any Finance Document is or becomes, for any reason, invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.
- 14.18 The authority or ability of any Obligor to conduct its business is limited or wholly or substantially curtailed by any seizure, expropriation, nationalisation, intervention, restriction or other action by or on behalf of any governmental, regulatory or other authority or other person in relation to any Obligor or any of its assets.
- 14.19 An Obligor (or any other relevant party) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or evidences an intention to rescind or repudiate a Finance Document.
- 14.20 Any litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency are started or threatened, or any judgment or order of a court, arbitral body or agency is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against any Obligor or its assets which have, or has, or are, or is, reasonably likely to have a Material Adverse Effect.
- 14.21 Any other event occurs that makes any Finance Document enforceable.
- 14.22 Any other event shall occur which has been agreed by the Borrower and the Lender as an event upon which any Finance Document shall become enforceable.
- 14.23 Any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has or is reasonably likely to have a Material Adverse Effect.
- 14.24 Without prejudice to the generality of clause 8.1, on and at any time after the occurrence of an Event of Default, the Lender may, by notice to the Borrower:
- 14.24.1 cancel all outstanding obligations of the Lender to the Borrower under this Agreement whereupon they shall immediately be cancelled, and the Facility shall terminate forthwith;
- 14.24.2 declare that all Loans made to the Borrower (and all accrued interest and all other amounts accrued or outstanding under the Finance Documents) are immediately due and payable, whereupon they shall become immediately due and payable;

14.24.3 declare that such Loans and other amounts be payable on demand, whereupon they shall immediately become payable on demand by the Lender;

14.24.4 take any steps to enforce any Security or exercise any rights, remedies, powers or discretions of the Lender under any of the Finance Documents; and/or

14.24.5 (unless the Event of Default has been waived in writing by the Lender) require that interest is payable on the Loans at the Default Rate.

15 SET-OFF

15.1 Retention and set-off

The Lender may retain any money standing to the credit of any of the Borrower's bank accounts with the Lender (in any currency) as cover for any of the sums owed under any Finance Document and/or may at any time, without notice to the Borrower, combine or consolidate all or any of such money with all or such part of such sums as the Lender may select, whether presently payable or not, and the Lender may purchase with any such money any other currency required to effect such combination.

15.2 Power to sign documents

The Borrower irrevocably authorises the Lender in its name and at its expense to perform such acts and sign such documents as may be required to give effect to any set-off or transfer pursuant to clause 15.1, including the purchase with the money standing to the credit of any such bank account of such other currencies as may be necessary to effect such set-off or transfer.

15.3 No security

This clause 15 gives to the Lender a contractual right of set-off only and does not create any equitable charge or other Security over any credit balance of the Borrower.

16 CALCULATIONS AND CERTIFICATES

15.1 Any interest under this Agreement shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days (366 days in Leap Years).

15.2 If the Lender issues any certificate, determination or notification of a rate or any amount payable under a Finance Document, it shall be conclusive evidence (in the absence of manifest error) of the matter to which it relates.

17 AMENDMENTS, WAIVERS AND CONSENTS, REMEDIES AND COMPLAINTS

17.1 Amendments

The Lender may advise of an amendment to any term of any Finance Document from time to time. No amendment to any Finance Document shall be effective unless it is in writing by the Lender.

17.2 Waivers and consents

17.2.1 A waiver of any right or remedy under any Finance Document or by law, or any consent given under any Finance Document, is only effective if given in writing by the Lender and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the Lender giving it from subsequently relying on the relevant provision.

17.2.2 A failure or delay by the Lender to exercise any right or remedy provided under any Finance Document or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm the relevant Finance Document. No single or partial exercise of any right or remedy provided under any Finance Document or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm any Finance Document by the Lender shall be effective unless it is in writing.

17.3 **Rights and remedies**

The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

17.4 **Complaints**

Details of the Lender's complaints procedure are set out at Schedule 3.

18 **SEVERANCE**

If any provision (or part of a provision) of any Finance Document is or becomes invalid, illegal or unenforceable in any respect under any law of any jurisdiction, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) of a Finance Document under this clause 18 shall not affect the legality, validity and enforceability of the rest of that Finance Document, or any other, or any part of any other, Finance Document, under the law of any other jurisdiction.

19 **ASSIGNMENT**

19.1 The Borrower may not assign any of its rights or transfer any of its rights and obligations under this Agreement.

19.2 The Lender will be entitled to (1) assign any of its rights and/or (2) transfer or otherwise dispose of any of its rights, benefits or obligations (a "**Transfer**") under the Finance Documents to any other person (the "**Transferee**") in any manner that it sees fit. The Borrower undertakes to execute and to procure that each Relevant Entity will execute all documents the Lender may reasonably require to give effect to an assignment (or in Scotland, assignation), transfer or other disposal. Following such Transfer the Borrower shall have recourse only to the Transferee in respect of that portion of the Lender's obligations transferred to the Transferee.

19.3 The Lender will be entitled to enter into any sub-participation, or any trust or other contractual arrangement or disposal (or any other transaction under which payments are to be made by reference to the Finance Documents, the Borrower or any Relevant

Entity) with any person or entity in relation to any rights or obligations under the Finance Documents in any manner that it sees fit and (subject to clause 20 below) to provide information in relation to the Borrower and/or each Relevant Entity to such persons for such purpose.

- 19.4 In addition to the other rights provided to the Lender under this clause 19, the Lender may without consulting with or obtaining consent from the Borrower, at any time charge, assign or otherwise create security in or over (whether by way of collateral or otherwise) all or any of its rights under the Finance Documents to secure the obligations of the Lender.

20 CONFIDENTIALITY

20.1 The Lender agrees to keep all confidential information confidential and not to disclose it to anyone, save for the Lender will be entitled to disclose to its affiliates and any of its or their officers, directors, employees, professional advisers, auditors, insurers, partners and Representatives such confidential information as the Lender shall consider appropriate and to any prospective or actual assignee, any party to a securitisation, transferee or participant, and each of their affiliates, Representatives and professional advisers or to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation, or to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes or any rating agency, any other person or entity who enters or proposes to enter into any transaction as referred to in clause 19 with the Lender in relation to the Finance Documents and any other person to whom the Lender believes it is reasonable to disclose information in connection with any proposed transaction referred to in clause 19 (in each case, affiliates, Representatives and professional advisers) all information, including any confidential information, financial information and any other information given to the Lender in relation to this Agreement.

20.2 The Lender agrees to ensure that all confidential information is protected with security measures and a degree of care that would apply to its own confidential information.

21 JOINT AND SEVERAL LIABILITY

21.1 If the Borrower is or comprises more than one person or entity, each of them shall be jointly and severally liable for their obligations under this Agreement.

21.2 The Lender may take action against, or release or compromise the liability of, a Borrower, without affecting the liability of any other Borrower.

21.3 If at any time the Borrower is a firm or partnership:

20.3.1 the obligations of the Borrower under this Agreement are binding jointly and severally on all persons who are or become partners of the firm at any time when any amount due by the Borrower to the Lender under this Agreement is outstanding; and

20.3.2 these obligations remain in force even if the firm or partnership is dissolved or

any change takes place as to its partners or name.

22 NOTICES

22.1 Any notice or other communication given by a party under this Agreement must be:

22.1.1 in writing; and

22.1.2 delivered by:

22.1.2.1 hand or pre-paid first-class post to the address specified for the Borrower in the Key Terms;

22.1.2.2 email to the email address specified for the Borrower in the Key Terms; or

22.1.2.3 communication to the Borrower or the Lender using the secure online communication system identified by the Lender to the Borrower from time to time;

22.1.2.4 post to the Lender at Oxbury Bank Plc, One City Place, Queens Road, Chester, Cheshire, England CH1 3BQ; or

22.1.2.5 email to the Lender at help@oxbury.com.

22.2 A party may change any of its addresses for the service of notices by giving not less than 5 (five) Business Days' notice in writing to the other party.

22.3 A notice will be deemed received by the Borrower:

22.3.1 if given by hand: at the time it is left at the relevant address;

22.3.2 if given by pre-paid first class post: at 9.00 am on the second Business Day after posting; and

22.3.3 if given by email under clause 22.1.2.2 or under clause 22.1.2.3 at the time of transmission.

22.4 Notices will be deemed received by the Lender only on actual receipt.

22.5 This clause 22 does not apply to any notice given in legal proceedings, arbitration or other dispute resolution proceedings.

23 COUNTERPARTS

23.1 Each Finance Document may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.

23.2 No counterpart shall be effective until each party has executed at least one counterpart.

24 THIRD PARTY RIGHTS

- 24.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or enjoy the benefit of any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.
- 24.2 The rights of the parties to rescind or agree any amendment or waiver under this Agreement are not subject to the consent of any other person.

25 GOVERNING LAW AND JURISDICTION

- 25.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.
- 25.2 Each party irrevocably agrees that, subject as provided below, the courts of England and Wales shall have exclusive jurisdiction over any dispute or claim (including non-contractual disputes or claims) arising out of, or in connection with, this Agreement or its subject matter or formation. Nothing in this clause 25 shall limit the right of the Lender to take proceedings against a Borrower in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the laws of such other jurisdiction.

SCHEDULE 1

DEFINITIONS AND INTERPRETATION

1 DEFINITIONS

Account Activation Date	the date notified to the Borrower by the Lender, being the date from which the Borrower may (subject to the provisions of this Agreement) draw the Facility.
Approved Distributor	a distributor or supplier which is identified as an approved distributor by the Lender provided to the Borrower from time to time.
Arrangement Fee	the fee as stipulated in the Key Terms.
Authorisation	an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.
Borrower	the party or parties designated as such in the Key Terms.
Business Day	a day other than a Saturday, Sunday, or public holiday in England when banks in London are open for business.
Centre of Main Interests	the Borrower's centre of main interests as that term is used in Article 3(1) of Regulation (EU) 2015/848 of 20 May 2015 on Insolvency Proceedings (Recast).
Change of Control	occurs in relation to:

- (i) a body corporate, if a person who had Control of such body corporate at the date of this Agreement ceases to have Control or if another person acquires Control of it: and
- (ii) a partnership, if any of the partners at the date of this Agreement dies, retires or is expelled from the partnership or the partnership is dissolved, whether in accordance with the terms of any relevant partnership agreement, by operation of law or otherwise.

Confidential Information

any information disclosed by us (or third parties on our behalf) to you in connection with this Agreement and/or your use of the Oxbury App and/or Oxbury Online Banking, which is either marked as confidential (or words of similar import) or is of a nature or disclosed in such a manner as would put a reasonable person on notice as to the confidential or proprietary nature of the information. Without limiting the generality of the foregoing, you acknowledge that the Oxbury App and related documentation shall be deemed the Confidential Information of us or our licensors.

Control

in relation to a body corporate, the power of a person to secure that the affairs of the body corporate are conducted in accordance with the wishes of that person:

- (i) by means of the holding of shares, or the possession of voting power, in or in relation to that or any other body corporate; or
- (ii) as a result of any powers conferred by the articles of association or any other document regulating that or any other body corporate.

Date of this Agreement

the date stated in the Key Terms, being the date on which the Borrower signed the Key Terms.

Default Rate

8% per annum over Bank of England base rate as varied from time to time PROVIDED THAT at any time when the Bank of England base rate is less than zero, it shall be deemed to be zero.

Direct Debit Instruction

a direct debit instruction in favour of the Lender, in accordance with which the Lender is entitled to withdraw sums payable by the Borrower to the Lender from the Linked Account pursuant to the terms of this Agreement.

Environment

means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (i) air (including, without limitation, air within natural or man-made structures, whether above or below

	ground);
	(ii) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
	(iii) land (including, without limitation, land under water).
Environmental Claim	means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.
Environmental Law	means any applicable law or regulation which relates to: (i) the pollution or protection of the Environment; (ii) the conditions of the workplace; or (iii) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.
Environmental Permits	means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of the Borrower conducted on or from the properties owned or used by the Borrower.
Event of Default	any event or circumstance specified as such in clause 14.
Facility	the revolving credit loan facility made available under this Agreement.
Farm	any property (including, but not limited to, buildings and residential premises) which is part of the unit of land owned or controlled and from time to time farmed by the Borrower or, in the case of a farming partnership which constitutes the Borrower, any partner of the Borrower.
Finance Document	this Agreement, each Security Document and any other document designated as such by the Lender.
Indebtedness	any obligation to pay or repay money, present or future, and whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.
Interest Rate	the interest rate set out in the Key Terms as varied by notice in writing from the Lender to the Borrower from time to time.
Invoice	an invoice from an Approved Distributor addressed to the Borrower and uploaded by the relevant Approved Distributor to the Oxbury App or Oxbury Online Banking.

Key Terms	the key terms and conditions applicable to the Facility as set out in the separate key terms document provided to the Borrower by the Lender and executed by the Borrower and the Lender.
Lender	Oxbury Bank Plc, incorporated in England and Wales with Company Number 11383418 and having its registered office at One City Place, Queens Road, Chester, Cheshire, England CH1 3BQ.
Linked Account	the UK current account nominated by the Borrower, details of which are set out in the Key Terms.
Loan	the principal amount of a loan made or to be made by the Lender to the Borrower under this Agreement or (as the context requires) the principal amount outstanding for the time being of that loan.
Material Adverse Effect	<p>in the reasonable opinion of the Lender a material adverse effect on:</p> <ul style="list-style-type: none">(i) the assets, business, operations, property, condition (financial or otherwise) or prospects of an Obligor;(ii) the ability of an Obligor to perform its obligations under the Finance Documents; or(iii) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purporting to be granted pursuant to any of, the Finance Documents or the rights or remedies of the Lender under any of the Finance Documents.
Minimum Monthly Repayment	the amount stipulated as such in the Key Terms.
Obligor	the Borrower and each Relevant Entity.
Oxbury App	the Oxbury mobile banking software application for certain mobile devices, which you can download to your device by searching for “Oxbury” in the relevant app store for your device.
Oxbury Farm Credit Account	the software platform (including any mobile application created and operated by the Lender) created by the Lender and used by the Borrower to operate and manage the Borrower’s borrowings pursuant to the Facility.
Oxbury Farm Credit Account Limit	the amount stipulated as such in the Key Terms.
Oxbury Online Banking	the Oxbury on-line banking portal, which is available to download at www.oxbury.com .

Principal Account Holder	the User who has primary responsibility for the account.
Relevant Entity	any person who has provided Security to the Lender in relation to any Loan and/or provided any guarantee, undertaking or indemnity to the Lender in respect of the obligations of the Borrower under this Agreement or any other Finance Document.
Renewal Date	the date as stipulated in the Keys Terms and each annual anniversary of the Renewal Date.
Renewal Fee	the fee as stipulated in the Key Terms.
Repayment Instalment Date	each date as stipulated in the Key Terms.
Representative	any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.
Security	any mortgage, charge (whether fixed or floating, legal or equitable), standard security (in respect of any heritable or leasehold property situated in Scotland), pledge, lien, assignment by way of security (or in Scotland, assignation in security) or other security interest securing any obligations of any person or any other agreement or arrangement having a similar effect.
Security Details	passwords, PINs, security codes, memorable data, biometric data (such as fingerprints or face recognition) or any other information or details that you have set up with us to access Oxbury Online Banking and the Oxbury App.
Security Document	each of the documents listed as being a Security Document in the Key Terms together with any other document entered into by any Obligor creating or expressed to create any Security over all or any part of its assets in respect of the obligations of any of the Obligors under any of the Finance Documents.
Security Property	a property which is or may be in the future the subject of Security granted by the Borrower in favour of the Lender.
Sterling and £	the lawful currency of the United Kingdom.
Termination Date	the date upon which the Facility ceases to be available for any reason.
User	any individual with authority to manage the Oxbury Farm Credit Account.

2 INTERPRETATION

In this Agreement:

- 2.1 clause and paragraph headings shall not affect the interpretation of this Agreement;
- 2.2 if the Borrower is a partnership or comprises joint individuals, unless the context otherwise requires, a reference to **the Borrower** includes a reference to each partner of the partnership or each of those joint individuals;
- 2.3 a reference to a **person** shall include a reference to an individual, firm, company, corporation, limited liability partnership, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture, consortium or other entity (whether or not having separate legal personality);
- 2.4 a reference to a **holding company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee) by way of security or in connection with the taking of security, or (b) its nominee. In the case of a limited liability partnership which is a subsidiary of a company or another limited liability partnership, section 1159 of the Companies Act 2006 shall be amended so that: (a) references in sections 1159(1)(a) and (c) to voting rights are to the members' rights to vote on all or substantially all matters which are decided by a vote of the members of the limited liability partnership; and (b) the reference in section 1159(1)(b) to the right to appoint or remove a majority of its board of directors is to the right to appoint or remove members holding a majority of the voting rights;
- 2.5 unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- 2.6 unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- 2.7 a reference to a party shall include that party's successors, personal representatives, permitted assigns (or in Scotland, permitted assignees) and permitted transferees and this Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective successors, personal representatives, permitted assigns (or in Scotland, permitted assignees) and permitted transferees;
- 2.8 a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- 2.9 a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- 2.10 a reference to a time of day is to London time;
- 2.11 a reference to **writing** or **written** includes email;
- 2.12 an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- 2.13 a reference to a **Finance Document** (or any provision of it) or to any other agreement or document referred to in any Finance Document is a reference to that Finance Document, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this Agreement) from time to time;

- 2.14 a reference to **guarantee** means any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- 2.15 unless the context otherwise requires, a reference to a clause is to a clause of this Agreement;
- 2.16 any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- 2.17 a reference to **directly** or **indirectly** means (without limitation) either alone or jointly with any other person, whether on his own account or in partnership with another (or others) or as the holder of any interest in, or as officer, employee or agent of or consultant to any other person;
- 2.18 a reference to a document in **agreed form** is to that document in the form agreed by the Lender and the Borrower and initialled by or on their behalf for identification;
- 2.19 a reference to an **amendment** includes a novation, re-enactment, supplement, restatement, extension or variation (and **amended shall** be construed accordingly);
- 2.20 a reference to **assets** includes present and future properties, undertakings, revenues, rights, interests and benefits of every description;
- 2.21 a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- 2.22 a reference to a **certified copy** of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;
- 2.23 a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- 2.24 a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- 2.25 a reference to a **disposal** of any asset, undertaking or business includes a sale, lease, licence, assignment (or in Scotland, assignation), transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);
- 2.26 a reference to **set-off** includes the Scots law rights of retention, compensation and balancing of accounts in bankruptcy;
- 2.27 a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;

- 2.28 **release, re-assign and/or re-transfer**, to the extent it relates to assets located in Scotland or otherwise governed by Scots law, shall be construed to also refer to retrocess;
- 2.29 **full title guarantee**, to the extent it relates to assets located in Scotland or otherwise governed by Scots law, shall be construed to refer to absolute warrandice;
- 2.30 **stamp duty**, to the extent it relates to assets located in Scotland or otherwise governed by Scots law, shall be construed to refer to any analogous tax in Scotland (including land and buildings transaction tax);
- 2.31 **forfeiture**, to the extent it relates to assets located in Scotland or otherwise governed by Scots law, shall be construed to refer to irritancy;
- 2.32 **freehold**, to the extent it relates to real property assets located in Scotland or otherwise governed by Scots law, shall be construed to refer to heritable; and
- 2.33 **assignment**, to the extent it relates to Scottish assets or assets governed by Scots law, shall be construed to refer to assignation.

SCHEDULE 2

USING YOUR OXBURY FARM CREDIT ACCOUNT

1 ACCESSING AND MANAGING YOUR ACCOUNT

- 1.1 You can access and manage your accounts with us via Oxbury Online Banking or the Oxbury App.
- 1.2 We'll keep a record of your transactions and you'll be able to see your activity in Oxbury Online Banking or in the Oxbury App.

2 YOUR INSTRUCTIONS

- 2.1 You can send us instructions in relation to your account via Oxbury Online Banking or the Oxbury App.
- 2.2 We'll assume that we're dealing with you and that you've authorised us to take action if you (or your appointed User) have used your Security Details to log-in to Oxbury Online Banking or the Oxbury App. Sometimes we might ask you to reconfirm these details when you send us an instruction.
- 2.3 We'll act on your instructions, unless:
 - 2.3.1 we think that it wasn't you (or your appointed User) who gave us the instruction;
 - 2.3.2 we reasonably suspect fraud or criminal activity;
 - 2.3.3 your instructions are unclear or incomplete;
 - 2.3.4 your instructions might cause us to breach a legal or regulatory requirement; or
 - 2.3.5 they might cause you to breach a legal requirement or your agreement with us.
- 2.4 We might also refuse to act on your instructions if we're required to for legal reasons, or where you've breached your agreement with us.
- 2.5 We'll let you know as soon as possible if we have refused to act on your instructions, unless we're not allowed to for legal reasons.

3 INSTRUCTIONS FROM YOUR EMAIL ADDRESS, WEBCHAT OR TELEPHONE

- 3.1 There may be circumstances where we will accept instructions from you via email, webchat or telephone, where you cannot reasonably contact us using Oxbury Online Banking or the Oxbury App. We will only act on the instruction where we can verify your identity and confirm you have the authority to provide instructions on the account.

4 INSTRUCTIONS FROM THIRD PARTIES

- 4.1 We'll also act on instructions given from someone else on your behalf if:

- 4.1.1 you've given the other person a power of attorney; or
- 4.1.2 a court or other competent authority has appointed another person to act on your behalf.

5 **MULTIPLE USER ACCOUNTS:**

- 5.1 When you open your account with us, you must nominate someone at your business to be the Principal Account Holder. The Principal Account Holder will have full permissions to manage the account. They can also add and remove other individuals as appointed Users, manage the permissions of appointed Users and set mandates for specific activities. Each User will need to set up their own Security Details.
- 5.2 You will be responsible for the actions of each User. Each User can give us instructions on their own in line with the mandates put in place by the Principal Account Holder, we will act on it without checking with the other Users first.

6 **KEEPING YOUR ACCOUNT SECURE**

- 6.1 When you open your account with us, you'll set up Security Details for your account. You'll need to use these Security Details to login to the Oxbury App or Oxbury Online Banking.
- 6.2 You'll also need to set up Security Details for the Oxbury App that will be stored on your mobile device, including your biometric data if this is your choice of Security Details. You shouldn't allow this feature if you share your mobile device with someone else and their biometric data is also saved on the device. If you do enable this feature, then you should be aware that they will also be able to log in to the Oxbury App and we will assume that their instructions have come from you.
- 6.3 You must keep your account details and Security Details safe. We expect you to take the following precautions:
 - 6.3.1 always take reasonable steps to keep your Security Details secret at all times;
 - 6.3.2 never tell anyone what your Security Details are, not even your joint account holder, another user, our staff or the police;
 - 6.3.3 be aware of scams designed to trick you into sharing your Security Details or other information that could be used to defraud you. We'll never ask you to share your Security Details with us;
 - 6.3.4 memorise your Security Details immediately and don't write them down;
 - 6.3.5 check your account and your statements regularly;
 - 6.3.6 log out of the Oxbury App and Oxbury Online Banking when you're finished using them; and
 - 6.3.7 keep any devices you use to access the Oxbury App or Oxbury Online

Banking, including your phone and laptop, secure.

- 6.4 You must call us immediately, and not later than 13 months after the event, on 01244 735030 if you become aware or suspect that there is unauthorised or fraudulent activity on your account, or if you think anyone else has your Security Details, or if you think someone has accessed or tried to access your account through digital banking.
- 6.5 You must give us any information you have regarding the circumstances of the unauthorised or fraudulent use. You agree that we can give this information to the police or other authorities if they think it's relevant to help prevent or control fraud.
- 6.6 If you inform us that you have been a victim of Authorised Push Payment (APP) fraud we will comply with the Payment Systems Regulator mandatory reimbursement rules and timescales, taking into consideration the Consumer Standard of Caution.

7 THE OXBURY MOBILE APP

7.1 Your licence to use the Oxbury App

- 7.1.1 We, and where applicable, our third party software licensors grant you a limited, non-exclusive, non-transferable, royalty-free licence to use the Oxbury App and software embedded in it to operate and manage your accounts and for such other purposes as may be authorised by us from time to time.
- 7.1.2 This licence will end immediately when you end your relationship with us and you delete the Oxbury App.
- 7.1.3 You acknowledge and agree that you must look solely to us in connection with any problems or other matters concerning the Oxbury App. You agree that any claim, dispute or action arising out of the Agreement or otherwise related to the Oxbury App shall be brought against us only and you shall not bring any such claim, dispute or action against any third party.
- 7.1.4 You acknowledge and agree that, as between you and the third party licensor of the software comprised in the Oxbury App, all rights, title and interest in and to such software is owned by such third party licensor (or their licensors). You further acknowledge that such software constitutes the proprietary information and trade secrets of the third party licensor or its licensors and that such software is protected intellectual property throughout the world. You acknowledge that neither your use of the software nor any grant of rights under this Agreement shall operate so as to transfer or convey to you or any third party any right, title or interest in or to the Oxbury App or any associated intellectual property rights, but only a limited right of use, revocable in accordance with the terms of this Agreement.

7.2 Updating the Oxbury App

- 7.2.1 We're always looking to improve our services and ensure you have as much protection as possible when banking on your mobile phone. We'll make updates to the Oxbury App to implement these improvements.

- 7.2.2 If we release a new version of the Oxbury App, you must download the update as soon as possible. If you do not (or you do not upgrade your phone's operating system to the latest version available), certain features of the Oxbury App may not work the way they're meant to and we may have to disable your access. We're not responsible for the performance of the Oxbury App on your phone if you don't update the Oxbury App or your phone's operating system to the latest version available.
- 7.2.3 Sometimes the Oxbury App will be unavailable while we're making changes. We'll let you know if we're planning to do this. If we have an emergency or need to do unplanned maintenance on the Oxbury App, we'll try to let you know as soon as possible.

7.3 Confidentiality

- 7.3.1 You acknowledge and agree that the Oxbury App and information relating to it constitute and comprise of Confidential Information belonging to us and our licensors. You shall keep such Confidential Information confidential and secure. You will not disclose the Confidential Information to any third party and shall not use or reproduce in any form the Confidential Information, except as required to exercise your rights and discharge your responsibilities set forth in this Agreement. You shall promptly notify us in writing of any actual or suspected loss or unauthorised use, disclosure, or access of the Confidential Information of which you become aware, and take all steps necessary to limit, stop, or otherwise prevent such loss or unauthorised use, disclosure, or access.

7.4 Your Oxbury App obligations

- 7.4.1 You must only use the Oxbury App to view your accounts with us, and to send us instructions or other messages.
- 7.4.2 You agree to use the Oxbury App for your own business purposes only and in connection with the accounts with us. You are prohibited from replicating or distributing any software in the Oxbury App, or otherwise using such software other than for your own business purposes.
- 7.4.3 You agree to comply with all applicable laws, regulations, and ordinances relating to your performance or exercise of rights under the terms of this Agreement.
- 7.4.4 You agree to keep your Security Details confidential and not share them with any third party.
- 7.4.5 You must not do any of the following:
 - 7.4.5.1 assign, transfer, distribute, or otherwise provide access to the Oxbury App to any third party;
 - 7.4.5.2 transfer the Oxbury App to anyone else's phone, or use your credentials to log-in to an instance of the Oxbury App installed on anyone else's phone;
 - 7.4.5.3 export, re-export or permit any third party to export or re-export the software comprised in the Oxbury App outside of your country;

- 7.4.5.4 translate, adapt, copy, vary, modify, violate, circumvent, reverse-engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the Oxbury App or help anyone else to do any of these things;
- 7.4.5.5 use the Oxbury App in any unlawful manner or in breach of your agreement with us;
- 7.4.5.6 alter any aspect of the Oxbury App;
- 7.4.5.7 use the Oxbury App in a way that could damage it, stop it from working, or affect our systems or other customers – such as by hacking into or inserting malicious code into the Oxbury App or an operating system that supports it;
- 7.4.5.8 collect or harvest any information or data from the Oxbury App or our systems or attempt to decipher any transmissions to or from our systems; or
- 7.4.5.9 upload any content, which is or may be considered violent, threatening, liable to incite racial hatred, in breach of confidence or privacy, discriminatory, defamatory, abusive, unlawful, pornographic, obscene, indecent, profane or which may cause annoyance or inconvenience to any other person.

SCHEDULE 3

OXBURY BANK PLC COMPLAINTS PROCEDURE

1.1 Making a complaint

We're here to help. If you're not happy with how things are going, the first thing you should do is tell us about the problem. You can do this by sending us a message in **digital banking**, via email at complaints@oxbury.com, or in writing at Complaints, Oxbury Bank Plc, One City Place, Queens Road, Chester, Cheshire, England CH1 3BQ.

We'll acknowledge your complaint as soon as possible, and we'll do our best to sort things out, as quickly and fairly as we can.

To find out more about how to complain and how we handle complaints, you can view our Complaints Procedure which is available online at www.oxbury.com.

1.2 Financial Ombudsman Service

If you're not happy with how we've handled or resolved your complaint, you may also be able to ask the Financial Ombudsman Service to deal with your complaint. You can find more information by calling them on 08000 234 567 or visiting www.financial-ombudsman.org.uk.