

Professional Fees Finance Loan Agreement

Credit Process

The credit process will typically take 15 days from receipt of this application form and the below information. The length of the credit process is subject to the complexity of the proposal and more complex proposals may take longer than 15 days to assess.

The terms and conditions of this agreement are printed on this form.

Address for Correspondence

Professional Fee Finance Department, KBC Bank Ireland plc, Sandwith Street, Dublin 2, D02 X489. Tel: 01 664 6432

PFF Loan Agreement Check List

- Sections A-D are fully completed with borrower details and loan request
- Section G must be ticked if revenue documentation provided is to be used as address verification for Beneficial Owners/Directors
- Section H must be signed by two authorised signatories for Limited Companies/Partnerships. If a sole trader, one signature will suffice
- Section I is completed & signed only if a Limited Company
- Section J is fully completed with practice details and must be signed by a partner in practice
- Any changes must be initialled by the client and tippex must not be used
- Direct Debit Mandate must be signed (see separate form enclosed)
- Identity documentation must be provided for all clients in order to comply with the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010
- Completed and signed Tax self-certification document as appropriate

Supporting Documentation Required

Supporting Documents to be provided

Clients who have not drawn down on Professional Fee Finance facility in the last 12 months or for Loan amounts greater than €50,000

- 2 years financial statements / trading accounts for the most recent trading period (audited where required by company law or at a minimum certified by a qualified accountant)
- 3 months recent current account statements (from where DD will be paid)

Verification of PPSN: In respect of persons where PPSN is provided, documentation is required to verify PPSN. The following documentation may be used to verify the PPSN: Documents issued by the Revenue, Employer, or Dept. of Social and Family Affairs that contain name and PPSN e.g. Payslip, P60, P21 Statement, Tax Credit Certificate, Drugs Payments Scheme Card.

Anti - Money Laundering Requirements

Individuals and Corporate Borrowers (Two Directors / Partners / Authorised Signatories & Beneficial Owners owning 25% or more of the Share Capital)

- A certified copy of current valid passport / driving licence for each of the above
- **If introducer is an Agent** of KBC Bank Ireland we need to get **One Certified copy** of current home address verification for each of the above (Utility Bill, Bank / Building Society statement etc)
- **If introducer is NOT an Agent** of KBC Bank Ireland we need to get **Two Certified copies** of current home address verification for each of the above (Utility Bill, Bank/Building Society statement etc).

Additional identity documentation obligations exist in relation to Corporate Borrower(s). We will advise if required.

Marketing Preferences

We would like to make your business aware of our products and services, promotional offers and competitions from time to time. These communications may be tailored based on information we have collected about your business. This information may include your business's financial information, cash flow analysis, credit history and other insights which we are capable of inferring from the information we hold about business. You can control if you want your business to receive marketing communications from us and how these communications will be received by ticking the corresponding box below.

Primary Account Nominee

Email: Yes No

SMS: Yes No

Phone: Yes No

Letter: Yes No

You can always change your mind later and contact us to change your preferences. We at all times respect your privacy and will not share your personal information with any third parties for marketing purposes. Further information is available in the section of the Data Protection Notice entitled 'How do we use personal information for direct marketing'.

KBC Bank Ireland plc is regulated by the Central Bank of Ireland.

THE BANK OF YOU

This Loan Agreement is made between KBC Bank Ireland plc, having its registered office at Sandwith Street, Dublin 2 (company number 40537) (the "Lender") and the Borrower named in section (A) below (the "Borrower") for the provision of a loan facility to be used for the purpose detailed in Section (C) below subject to the terms and conditions herein (the "Loan Agreement").

Please complete this form in association with the provided FATCA and CRS Certification Form provided.

A. The Borrower

Name _____

Address _____

Type of Business or Profession _____ Number of Years in Business _____

Country of Birth _____ Gender Male Female

Business Type: Sole Trader Limited Company (Companies Act 2014)

DAC Other If other, please specify (e.g. Partnership) _____

Balance Sheet Total: € _____ Turnover: € _____

Are you an employee or Director of KBC Bank Ireland? Yes No If Yes, please give details _____

Are you connected to an employee or Director of KBC Bank Ireland PLC? Yes No If Yes, please give details _____

If you have certified your tax status for us previously as part of a Professional Fee Finance Application, please tick here
(if so, you do not need to complete the Fatca and CRS Certification form).

Agreement No. _____

Company Registration No. _____

VAT No. _____

Business Tel. _____

Home Tel. _____

Date of Birth _____

Maiden Name (if applicable) _____

Place of Birth e.g. county/city _____

Nationality _____

No. of Employees: € _____

B. Beneficial Owners (A beneficial owner is any individual who owns or controls 25% or more of the shares/voting rights/profits of this company/partnership/trust, or exercises control over management of the company/partnership/trust.)

Name 1 _____

Address _____

Capacity Director Shareholder Both Other (Please Specify) _____

PPSN

Are you an employee or Director of KBC Bank Ireland? Yes No If Yes, please give details _____

Are you connected to an employee or Director of KBC Bank Ireland PLC? Yes No If Yes, please give details _____

Name 2 _____

Address _____

Capacity Director Shareholder Both Other (Please Specify) _____

PPSN

Are you an employee or Director of KBC Bank Ireland? Yes No If Yes, please give details _____

Are you connected to an employee or Director of KBC Bank Ireland PLC? Yes No If Yes, please give details _____

If there are more than 2 Beneficial Owners, please provide the corresponding information for these individuals under separate cover.

C. The Loan (Minimum Loan Amount €2,500)

The loan amount € _____

Interest € _____

Total Amount Repayable € _____

Loan payable by 9 Monthly 11 Monthly 9 months – 4% fixed

Instalments of € _____ 11 months – 5% fixed

The first instalment is payable by direct debit 14 days after drawdown of the loan.

D. Nature and Purpose of the Loan

To fund the payment of professional fees to: _____ (the "Provider Of Services")

for the following services _____

Important Note: The services must be required by the Borrower in the course of his trade, business or profession.

E. How we use your personal information

In our Data Protection Notice, we explain how we collect your personal information, what information we collect, why we collect it and how we use that information as well as your privacy rights. We recommend that you read our Data Protection Notice in full. This is available on the data protection section of KBC.ie and on our KBC Mobile App. You can also request a copy from any of our Hubs or alternatively contact us by phone on 01 6646432 or email on pffteam@kbc.ie

F. Understanding our Credit Decisions

KBC, will undertake searches with credit reference agencies (including the Irish Credit Bureau and/or the Central Credit Register) as part of the application process and during the period of any credit facility provided by KBC to establish your business's credit record. These searches will be conducted each time your business applies for a new loan, overdraft or other credit facility and at the time of any extension or variation of an existing credit arrangement. Searches may also be conducted in the event of any breach of any credit agreement with KBC. Credit reference agencies may retain a record of such searches for a period of at least five years and they may disclose to anyone else carrying out a similar search of the other searches made against your business in the previous two years. KBC may use and retain any information received as a result of a credit search to (i) make credit decisions in relation to your business, (ii) to review the operation, management and performance of a credit facility provided by KBC, (iii) to help detect or prevent fraud and recover its property and/or (iv) for statistical purposes.

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.

G. PPS as Proof of Address

I/we agree that the document provided to confirm my PPS may also be used as proof of address (if suitable)

H. Mandate to the Provider of Services

I/we the Borrower hereby irrevocably retain, instruct and authorise the Provider of Services to borrow on my/our behalf the Loan detailed above for the purpose of funding the payment of fees due to the Provider of Services.

I/we hereby irrevocably authorise and instruct the Provider of Services to comply with the provisions of this Loan Agreement, insofar as they apply to the Provider of Services and to comply with any request or instruction from the Lender under this Loan Agreement.

I/we also irrevocably authorise the Provider of Services to consult with and provide information to the Lender in connection with this Loan Agreement.

I/we further irrevocably authorise the Provider of Services to communicate with the Lender by electronic means.

Important Note: By signing this Loan Agreement the Borrower is authorising the Provider of Services to effect borrowings on his/her/its behalf in accordance with the provisions of this Loan Agreement.

I/We request the Lender to make the Loan referred to herein and, in order to fund the payment of fees due to the Provider of Services named herein; the Loan shall be subject to the terms and conditions herein contained and the Standard Terms and Conditions set out below.

In entering this Loan Agreement, I/we confirm that I am/we are acting in the course of my/our trade, business or profession.

(Must be signed in accordance with the terms of your constitutional documents (typically by two directors or the company secretary and a director).

Signed for and on Behalf of the Borrower

Name (Block capitals) _____ Date _____

Signature _____

Name (Block capitals) _____ Date _____

Signature _____

See clause 18 of the Standard Terms and Conditions.

I. Board Minute for a Corporate Borrower

The following is certified to be a true extract from the minutes of a meeting of the Company duly convened, constituted and held on _____

The Chairman placed before the meeting a Professional Fee Finance Agreement (the "Agreement") that had been prepared on behalf of KBC Bank Ireland plc (the "Lender"). He explained that the Lender had offered to make a loan facility available to the Company on the terms and subject to the conditions of the Agreement to enable the Company to pay Professional Fees due to (Provider of Services) _____

After due consideration of the Agreement, it was unanimously resolved: "That it was in the best interests of the Company to enter into the Agreement with the Lender and that accordingly any one or more of the following persons: _____ and _____

be and are hereby authorised to sign the Agreement on behalf of the Company". The Chairman explained that it was likely that the Company would obtain further credit facilities from the Lender. Accordingly it was unanimously further resolved:

"That any one or more of _____ and _____ be and are hereby authorised to negotiate and agree further credit facilities with the Lender and all documentation relating thereto and to execute on behalf of the Company all such documentation".

Signature _____ (Chairman) Date _____

J. For Completion by the Provider of Services

I/we warrant that the client(s) names above has/have received the services to which this proposal relates and that I/we are entitled to receive payment of the Loan amount specified above. The services to which this proposal relates are services provided to the Borrower in connection with his trade, business or profession only. I/We hereby certify that the copies of the passport/driving licences are true and that all information furnished herein is correct and accurate.

I/We confirm that the letter of Indemnity in place applies to this Loan

Provider of Services _____ Date _____

Signed for and on behalf of the Provider of Services _____ Title _____

K. For Completion by the Lender

Signed for and on behalf of KBC Bank Ireland plc

Authorised Signatory _____ Date _____

Authorised Signatory _____ Date _____

Last Information Received _____ Date _____

Standard Terms and Conditions

In addition to the terms and conditions set out above, KBC Bank Ireland plc, of Sandwith Street, Dublin 2, Ireland (the "Lender") shall, subject also to the terms and conditions set out below, provide the borrower/s named in Section A above (the "Borrower") with the loan specified in Section C above (the "Loan") in order to finance the payment of fees due to the provider of services (the "Provider of Services") named in Section D above for services rendered to the Borrower by the Provider of Services. In consideration of the Lender at its sole discretion accepting the proposal asset set out above, the following terms and conditions shall apply:-

Definitions "Data Protection Documents" means the Lender's Data Protection Notice and the Lender's Privacy Statement as amended, extended or replaced from time to time for such reasons as the Lender deems reasonable and/or necessary;

"Data Protection Law" means all legislation and regulations relating to the processing and protection of personal data including (without limitation) the Data Protection Acts 1988 and 2003, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the EU Data Protection Directive 95/46/EC, the Data Protection (Registration) Regulations 2001, the Data Protection Act 1988 (Section 16(1)) Regulations 2007, the General Data Protection Regulation (EU) 2016/679 and the Personal Data Security Breach Code of Practice issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

"Data Protection Notice" means the Lender's data protection notice which sets out the terms on which any personal data received in connection with the Agreement will be collected and used by or on the instruction of the Lender and the mechanisms by which any affected data subjects can exercise their rights pursuant to Data Protection Law. The Data Protection Notice may be accessed online at www.KBC.ie. Hard copies may also be obtained directly from the Lender;

"Privacy Statement" means the privacy statement for mobile and online banking which outlines how the Lender deals with any personal data provided while visiting its website, while using its mobile banking applications (Apps) or when interacting with the Lender through any of its social media or other interactive channels;

- Advance of Loan. The Lender is hereby irrevocably authorised and requested to advance the Loan directly to the Provider of Services by electronic funds transfer in payment for the services rendered.
- Purpose. The Borrower undertakes that the Loan shall be used only for the purpose stated above which purpose relates only to services provided to the Borrower in the course of the Borrower's trade, business or profession.
- Interest. The Borrower will pay interest on the loan, at the rate specified in Section D above.
- Repayment. The Borrower will repay the Lender the whole of the loan plus interest by the instalments specified in section C above.
- Right of Withdrawal. Due to the short term nature of this product and its introduction to the lender by a third party, no right of withdrawal is available.
- Default Interest. The Borrower will pay interest (payable on demand) on any overdue instalments at the rate of 2% per month or part thereof.
- Fees and Charges. The following charges will automatically apply in regard to any instalments returned unpaid to the Lender: (a) €19.00 being the cost of processing each unpaid instalment returned to the Lender; (b) €12.70 charge for each reminder letter issued by the Lender; (c) €31.50 for each occasion which the Lender deems it necessary in its absolute discretion to visit the Borrower; (d) €126.97 administration charge for the issuing of legal proceedings; (e) any fees or additional expenses incurred by the Lender in relation to the collection of any amounts in connection with this Loan Agreement (including, without limitation, any amounts of principal, interest, charges, costs and expenses).
- Method of Repayment. All payments to be made by the Borrower hereunder shall, unless otherwise specified by the Lender, be made by direct debit. The Borrower hereby unconditionally and irrevocably agrees that the direct debit order attached shall apply to the Loan and all payments in respect thereof whether comprising principal, interest, default interest, fees or otherwise and the Borrower hereby undertakes to instruct its bank accordingly.
- Letter of Indemnity. All indebtedness of the Borrower to the Lender under this Loan Agreement is to be secured by an indemnity from the Provider of Services in a form satisfactory to the Lender.
- Default. The Lender shall cease to be under any obligation to provide any further loans to the Borrower and shall be entitled to demand immediate repayment of any amounts outstanding in connection with the Loan (including, without limitation, any amounts of principal, interest, charges, costs (including any broken funding costs) and expenses) should any of the following events occur in relation to the Borrower or the Provider of Services:
 - if the defaults in the payment of any sum due in connection with the Loan or the defaults in the performance of any other term, condition, covenant or agreement contained in this Loan Agreement or any other agreement with the Lender or any company within the KBC Bank NV Group; or
 - if any warranty, statement or representation made by him to the Lender is untrue in any material respect; or
 - if he breaches any other obligation to the Lender; or
 - if the Lender receives a notice of attachment in relation to him from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997; or
 - if any Judgement or order is made against him and is not wholly stayed or complied with within a period of 10 days from the date of judgement or order; or
 - if a distress or execution is levied upon or effected against any of his property; or
 - if a receiver or other similar officer is appointed over any of his assets or other steps are taken to enforce any mortgage, charge, pledge or lien granted by him; or
 - if he stops payment of his debts or ceases or threatens to cease to carry on his business; or
 - if he enters into an agreement or composition with his creditors, without the prior approval in writing of the Lender; or
 - if (where the Borrower or Provider of Services is a natural person) he commits any act of bankruptcy or any order is made declaring him bankrupt or if he dies or becomes of unsound mind; or
 - if (where the Borrower or Provider of Services is a company) a meeting is convened, a resolution is passed, a petition is presented, an order is made or another step is taken for the winding-up, court protection or administration of the Borrower or Provider of Services; or
 - if any event occurs which, in the opinion of the Lender, is likely to have a material adverse effect on his business or his future prospects or is detrimental to the interests of the Lender; or
 - if the Provider of Services shall notify the Lender of its intention to terminate its agreement and indemnity with the Lender; or
 - if the Borrower or the Provider of Services is a partnership or company and any of the foregoing events or analogous event occurs in relation to any one or more of its partners or directors.
 - if the Borrower or the Provider of Services is a natural person and has applied for or been subject to a Debt Relief Notice, Debt Settlement

Arrangement or Personal Insolvency Arrangement under the Personal Insolvency Act 2012; or

p) if the indemnity provided by the Provider of Services to the Lender is unenforceable.

- All Information furnished is true. The Borrower warrants that the information furnished to the Lender for the purpose of this Loan Agreement is true and accurate in every respect and that terms and conditions set out (here and above) have been read before signing this Loan Agreement and that full disclosure has been made to the Lender of all facts in relation to the Borrower which ought properly to be made known to the Lender when contemplating the provision of loan facilities to a borrower.
- Gross up of Payments. All payments must be made by the Borrower without set off or counterclaim and free and clear of all deductions, including (without limitation) withholding taxes. If the Borrower is compelled by law or regulation to deduct any such amount, the amount payable hereunder will be automatically increased so that the net amount after allowing for such deduction would be equal to the amount which would have been payable if no such deduction had arisen.
- Time and method of the essence. For the purposes of this Loan Agreement, both time and method of payment shall be of the essence.
- Increased costs. If as a result of any law or regulation or any direction of a regulatory authority, the cost to the Lender of providing the Loan is increased or its profit on the loan is reduced, the Borrower must pay such increased interest as is necessary to compensate the Lender for such increased cost or reduction in profit.
- Costs and expenses. The Borrower must immediately on demand pay to the Lender all costs and other expenses, including legal fees and expenses, reasonably incurred by the Lender in preserving, perfecting or enforcing or seeking to preserve, perfect or enforce any of the Lender's rights under or in connection with this Loan Agreement.
- Waivers. Any relaxation or delay by the Lender in enforcing the terms of this Loan Agreement shall not affect the Lender's rights or constitute a waiver of any of the terms of this Loan Agreement.
- Execution of this Agreement. If the Borrower is a company, this form must be executed in accordance with the terms of Terms of your constitutional documents (typically by two directors or the company secretary and a director); if a partnership, by a partner; and if a sole trader, by the proprietor.
- Joint and several liability. In the event of two or more persons constituting the Borrower, the liability of such persons shall be joint and several and the act or default of any of them shall be deemed to be the act or default of all of them. The Lender may grant time or indulgence to or release any of such persons without affecting its rights against the other(s) of them.
- No warranty in relation to the services. The Borrower acknowledges that the Lender does not give, make or agree to any condition, warranty, term, stipulation or representation expressed or implied in respect of the services rendered by the Provider of Services and the Provider of Services is not an agent of the Lender.
- Effective Date. This Agreement shall not be binding on the Lender until the date (above) upon which it is signed by a duly authorised signatory of the Lender (the "Effective Date") and the Loan shall be deemed to have been advanced to the Borrower after the Effective Date.
- Prepayment. Should the Borrower wish to terminate this Loan Agreement while any amounts in connection with the Loan (including, without limitation, any amounts of principal, interest, charges, costs (including any broken funding costs) and expenses) remain outstanding, the Borrower shall give three business days prior notice to the Lender and the Borrower shall pay to the Lender, on the date specified in the notice, an amount of euro equal to the amount of euro outstanding under all monthly instalments then outstanding, together with all other interest, fees, costs or expenses, if any incurred by the Lender as a result of such early repayment.
- Severance. If at any time any provision of this Loan Agreement is held to be unenforceable, the remaining provisions shall nonetheless be enforceable.
- Notices. Notices may be given by hand, by facsimile, or by post. They shall be deemed given, if given by hand, when delivered, if facsimiled, when the transmission is completed, if posted, 48 hours after posting.
- Illegality. If, at any time, it is unlawful for the Lender to make, fund or allow to remain outstanding all or any of the advances made or to be made by it hereunder and/or to undertake or to continue to undertake any existing obligations hereunder the Lender shall promptly after becoming aware of the same, advise the Borrower to that effect and: (a) the Lender shall not thereafter be obliged to make advances and/or undertake obligations and/or continue to undertake any existing obligations in connection with this Loan Agreement to the extent that to do so would be unlawful; (b) if the Lender so requires, the Borrower shall on such date, and to such extent as the Lender shall have specified, repay any principal amounts due to the Lender together with accrued interest thereon and any other amounts due and payable hereunder; and (c) the obligations of the Lender under the Loan Agreement will cease.
- Assignment. The Lender shall be entitled to assign its rights and obligations under this Loan Agreement to a third party at its absolute discretion. The Borrower may not assign or transfer his rights or obligations under this Loan Agreement.
- Recording of telephone conversations. The Borrower consents to the Lender recording telephone conversations between the Lender and the Borrower and the Borrower consents to any such recording, or the transcript thereof, being used in evidence in any litigation, arbitration or other dispute proceedings.
- Interpretation. In this Loan Agreement the headings are for convenience only and shall not affect the interpretation of this Loan Agreement. As the context admits or requires references in this Loan Agreement to any genders to the singular include the plural and vice versa and references to any legislation includes references to that legislation as amended or re-enacted from time to time. Any reference in this Loan Agreement to any legislation or regulation is a reference to that legislation as amended or re-enacted from time to time.
- Power of Attorney. By way of security for the Borrower's obligations under this Loan Agreement, the Borrower irrevocably appoints the Lender as his attorney to do anything which he is required to do by this Loan Agreement. The Lender may delegate this power. The Borrower undertakes to ratify and confirm all things done by the Lender or its delegate in the exercise or purport exercise of this power of attorney.
- Certificates of the Lender conclusive. A certificate of the Lender as to the amount which is payable to it under this Loan Agreement shall, in the absence of manifest error and until the contrary is proved, be conclusive for the purpose of this Loan Agreement.
- Governing Law. This Loan Agreement shall be governed by, and shall be construed in accordance with, the laws of Ireland.
- Jurisdiction. Each of the parties hereto irrevocably agrees for the benefit of each other that the courts of Ireland will have non exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which arise out of or in connection with this Loan Agreement and for such purposes each of the parties hereto irrevocably submits to the jurisdiction of the Irish courts.
- Counterparts. This Loan Agreement may be signed by the different parties hereto on separate counterparts and, if so signed, will be as effective as if all signatures on the counterparts were on a single copy of this Loan Agreement.

33. Mitigation of penalties. The Borrower is obliged to comply with the terms of this Loan Agreement. Where the Borrower fails to comply with any obligations in connection with this Loan Agreement he shall incur liabilities and/or penalties in accordance with the Loan Agreement. In order to avoid any liabilities or penalties arising in connection with the Loan Agreement, the Borrower should ensure that he complies at all times with the Loan Agreement. Where the Borrower does breach the terms of the Loan Agreement, he should immediately seek to remedy such breach in order to mitigate any liabilities or penalties arising there from. This clause is without prejudice to all rights of the Lender and shall not be construed as placing any limitations on the rights and remedies available to the Lender in connection with the Loan.

34. Warranties for Corporate Borrowers. The Borrower warrants to the Lender (a) that it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation; (b) that the Loan Agreement has been duly and validly executed; (c) that the entering into and performance of the Loan Agreement are within the Borrower's corporate powers and have been authorised by all necessary corporate actions, does not contravene any law or regulation, its constitutional documents or contractual restrictions binding on the Borrower and (d) constitutes legal valid and binding obligations of the Borrower enforceable in accordance with its terms; and (e) that there are no pending or threatened actions or proceedings before any court or tribunal nor are there any insolvency proceedings pending or threatened in relation to it. These warranties are deemed to be given on acceptance of the Loan Agreement, on each day that interest is payable under the Loan Agreement, on the date upon which any drawdown under the Loan is requested and on the date of each drawdown under the Loan.

36. Electronic Communications. (a) The Borrower hereby authorises the Lender to accept and act upon instructions communicated or transmitted by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the Lender (electronic communications) as well as those delivered by hand, post or courier. The Lender is not obliged to accept and act upon such instructions however such instructions shall be binding on the Borrower and unless the Lender specifically requests it, no written confirmation is required before the Lender shall act on such electronic instructions. The Lender shall not be required to inquire into the authenticity and genuineness of the person purporting to communicate the instructions and the Lender may at its absolute discretion require the Borrower to furnish its instructions in writing. (b) The Lender shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non receipt or delay in receipt of, the non transmission or loss in transmission of, or the illegibility of, the electronic communication containing the instruction.

37. (c) In consideration of the Lender accepting instructions by way of electronic communication, the Borrower hereby undertakes to indemnify the Lender and keep the Lender indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by the Lender arising out of or in connection with such instructions so long as the Lender has acted reasonably and in good faith.

38. Entire agreement between parties. This Loan Agreement represents the entire agreement between the Lender and Borrower in respect of the Loan and supersedes all prior agreements, arrangements, letters and discussions between the Lender and the Borrower in respect of the same.

39. Request for Information. The borrower may at any time during the term of the Loan request an updated statement of account by contacting the PFF Department, KBC Bank Ireland plc, Sandwith Street, Dublin 2

40. Where the Borrower is a Partnership. The Partners hereby warrant and represent to the Lender that (i) it is authorised to borrow under the terms of its Partnership Agreement. (ii) the Loan Agreement has been duly and validly executed in accordance with the terms of the Partnership Agreement and is binding in all respects on all Partners who are members of the Borrower.

41. Data Protection. The Lender's Data Protection Documents set out in detail how the Lender may use the Borrower's and/or the Provider of Services' personal data as well as the Lender's obligations pursuant to Data Protection Law. The Lender keeps the Data Protection Documents under regular review and any amendments and/ or updates made by the Lender will be reflected within the relevant Data Protection Document made available online at www.KBC.ie. A hard copy may also be obtained directly from the Lender. Should there be any conflict between these Terms and Conditions and the Data Protection Documents, these Terms and Conditions shall prevail. Where the Borrower or Provider of Services is a company each confirm that it has provided its directors, officers, employees and individual signatories with a copy of the Data Protection Notice which explains their rights as a data subject pursuant to Data Protection Law. Where the Borrower or Provider of Services is a partnership, sole trader or individual, each confirms that it has provided each individual signatory with a copy of the Data Protection Notice which explains their rights as a data subject pursuant to Data Protection Law.

42. Amendment. The Lender reserves the right to amend these terms and conditions from time to time. The Lender will give the Borrower at least two months notice of any such amendment unless otherwise permitted by law or unless the change is clearly in favour of the Borrower. Unless the Lender is required by law to use a particular medium, notice will usually be provided via its website or by the Lender placing an advertisement in at least two daily or Sunday national newspapers outlining the changes. If the Borrower does not wish to accept an amendment, the Borrower may repay the Loan (together with all accrued but unpaid interest thereon) but otherwise without penalty prior to the amendment coming into effect. If the Borrower does not repay the Loan prior to the date on which the amendment comes into effect the Borrower will be deemed to have accepted the amendment.

43. Complaints. The Lender is a licensed bank regulated by the Central Bank of Ireland of PO Box 9138, College Green, Dublin. If the Borrower has any complaint in relation to the business services provided by the Lender the Borrower should outline the nature of his complaint to the Lender in writing or by telephone. The complaint will be fully investigated by the Lender and a full response will be provided to the Borrower. While the investigation of any complaint is ongoing, the Lender will provide the Borrower with a regular written update. In the event that the Borrower is dissatisfied with the outcome of his complaint the Borrower may refer his complaint to:

44. Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Lo Call: 1890 882090 Telephone: 01-6620899 Email: enquiries@financialombudsman.ie
Website: www.financialservicesombudsman.ie

A copy of the Lender's complaint procedure is available on request.
Under EU Regulation 524/2013, traders such as KBC Bank Ireland who sell services online are obliged to inform consumers of a EU wide online dispute resolution platform for consumers who wish to resolve out of court disputes which have arisen online. The online dispute resolution platform is accessible at <http://ec.europa.eu/consumers/odr/>