



**Registration of a Charge**

Company Name: **CSM INGREDIENTS UK LIMITED**

Company Number: **13017549**



Received for filing in Electronic Format on the: **17/06/2021**

XA6UCF3M

**Details of Charge**

Date of creation: **16/06/2021**

Charge code: **1301 7549 0003**

Persons entitled: **JPMORGAN CHASE BANK, N.A.**

Brief description: **N/A**

**Contains fixed charge(s).**

**Contains negative pledge.**

**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

**Authentication of Instrument**

Certification statement: **I CERTIFY THAT SAVE FOR MATERIAL REDACTED PURSUANT TO S. 859G OF THE COMPANIES ACT 2006 THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **JENNIFER D. BIRCH, VP, JPMORGAN CHASE BANK, N.A.**



## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 13017549

Charge code: 1301 7549 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 16th June 2021 and created by CSM INGREDIENTS UK LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th June 2021 .

Given at Companies House, Cardiff on 18th June 2021

The above information was communicated by electronic means and authenticated by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

# J.P.Morgan

## CASH COLLATERAL AGREEMENT

### BETWEEN

(1) **CSM INGREDIENTS UK LIMITED** (the "Customer"); and

(2) **JPMORGAN CHASE BANK, N.A.** (the "Bank").

As a condition to the Bank providing certain Services to the Customer and its Affiliates, from time to time, the Bank has requested and the Customer has agreed to grant security over cash collateral to the Bank on the terms and conditions specified in this cash collateral agreement (the "Agreement").

This Agreement has been executed as a deed by the Customer and signed on behalf of the Bank in order to signify the parties' agreement to the terms and conditions hereunder. This Agreement is intended to be and is hereby delivered on the date specified below.

Date:

16th June 2021

*Only date when the Customer has executed this Agreement*

### THE BANK

### THE CUSTOMER

Address:

25 Bank Street  
London  
E14 5JP

Address:

28 Elsinore Road  
Old Trafford  
Manchester  
M16 0WF

Incorporated and  
registered in:

United Kingdom

Company number:

13017549

Attention:

Attention:

By:

Name: Jennifer D. Birch

Title: Vice President

DocuSigned by:

EXECUTED as a DEED )  
by **CSM INGREDIENTS UK LIMITED** )

DocuSigned by:

Director

DocuSigned by:

Director/Secretary

## TERMS AND CONDITIONS

### 1. INTERPRETATION AND DEFINITIONS

1.1 The following definitions apply in this Agreement:

**"Account"** means account number [REDACTED] maintained by the Customer with JPMorgan Chase Bank, N.A., London branch or any re-designation, and any sub-accounts or renewal or replacement thereof.

**"Account Terms"** means, in respect of any Account, the account terms and any jurisdictional addendum or specific terms from time to time applicable to accounts on the books of the Bank.

**"Affiliate"** means in relation to a person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

**"Bank's Right"** means all rights, powers and remedies of the Bank provided by or pursuant to this Agreement or by law.

**"Deposit"** means the balance, from time to time, standing to the credit of the Account, and all rights, benefits and proceeds attaching thereto or arising there from or in respect thereof.

**"Discharge Date"** means the date on which the Bank notifies the Customer, in writing, that:

- (a) the Bank is not under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to the Customer or any Affiliate under any Terms and Conditions or account; and
- (b) the Bank is satisfied that the Secured Obligations have unconditionally and irrevocably been discharged, in full.

**"Enforcement Event"** means the occurrence of a Termination Event which is continuing.

**"Holding Company"** means in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary.

**"LPA 1925"** means the Law of Property Act 1925.

**"Secured Assets"** means all the assets, property and undertaking of the Customer which are, or are expressed to be, subject to the security created by, or pursuant to, this Agreement (and references to the Secured Assets shall include references to any part of them).

**"Secured Obligations"** means any and all moneys, obligations and liabilities, from time to time due, owing by the Customer or any of its Affiliates to the Bank or incurred by the Bank for the account of the Customer or any of its Affiliates under or in connection with the terms of any Terms and Conditions or on any account, in each case, whether such moneys, obligations and liabilities are express or implied, present, future or contingent, joint or several, incurred by the Customer or any Affiliate as principal or surety or in any other capacity, originally owing to the Bank or purchased or otherwise acquired by it, denominated in any currency or incurred on any banking account or in any other manner whatsoever.

**"Services"** has the meaning given in the Account Terms.

**"Subsidiary"** means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a subsidiary of another Subsidiary of the first mentioned company or corporation.

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

**“Termination Event”** means each of the events or circumstances set out below:

- (a) the Customer or any Affiliate fails to comply with any provision of the Terms and Conditions;
- (b) the Customer or any Affiliate does not pay on the due date any amount payable pursuant to the Terms and Conditions at the place at and in the currency in which it is expressed to be payable;
- (c) the Customer or any Affiliate is unable or admits inability to meet its debts as they become due, suspends making payments on any of its debts generally or, by reason of actual or anticipated financial difficulties, commences negotiations with its creditors generally with a view to rescheduling any of its indebtedness;
- (d) the value of the assets of the Customer or any Affiliate is less than its liabilities (taking into account contingent and prospective liabilities);
- (e) a moratorium is declared in respect of any indebtedness of the Customer or any Affiliate;
- (f) any corporate action, legal proceedings or other procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Customer or any Affiliate;
  - (ii) a composition, compromise, assignment or arrangement with any creditor of the Customer or any Affiliate; or
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of the Customer or any Affiliate or any of their respective assets;
- (g) the Bank determines, acting in good faith, that the financial or business condition of the Customer or any Affiliate has become impaired;
- (h) the Bank determines, in its sole opinion, that termination is necessary or required by applicable legal, tax or regulatory requirements, or as a result of a court or regulatory agency order or proceeding; or
- (i) the Bank believes, acting in good faith, that the Customer or any Affiliate is engaged in activities that are inconsistent with its policies.

**“Terms and Conditions”** means:

- (a) this Agreement;
- (b) the Account Terms;
- (c) the Service Terms (as defined in the Account Terms); and
- (d) any other document designated as “Terms and Conditions” by the Bank and the Customer,

in each case, as the same may be amended or amended and restated, from time to time.

1.2 In this Agreement:

- (a) any reference to a “**Clause**” is, unless otherwise stated, a reference to a Clause hereof;
- (b) unless the context otherwise requires or a contrary indication appears in this Agreement, the provisions of clause 17.4 (*Interpretation*) of the Account Terms shall apply to this Agreement as if set out in full except that references to “the Account Terms, the Service Terms and any Account Documentation” shall be construed as references to this Agreement;
- (c) the term “**rights**” includes all rights, title, benefits, powers, privileges, interests, claims, authorities, discretions, remedies, liberties (in each case, of every kind, and whether present, future or contingent); and
- (d) the term “**security**” includes any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person, or any other agreement or arrangement having a similar effect, and “**security interest**” shall be construed accordingly.

1.3 The parties shall enter into good faith negotiations (but without any liability whatsoever in the event of no agreement being reached) to replace any invalid, illegal, void or unenforceable provision of this Agreement, with a view to obtaining the same commercial effect as this Agreement would have had if that provision had been valid, legal and enforceable.

1.4 If there is any conflict or inconsistency between any provision of this Agreement and any provision of the other Terms and Conditions (including the Account Terms), the provision of this Agreement shall prevail.

## **2. COVENANT TO PAY**

The Customer shall pay or discharge on demand all of the Secured Obligations when they become due and payable.

## **3. CHARGE**

3.1 The Customer charges by way of first fixed charge and with full title guarantee in favour of the Bank for the payment, discharge and performance of all of the Secured Obligations, all the Customer’s right, title and interest, from time to time (both present and future) in and to the Account and the Deposit.

3.2 The execution of this Agreement by the Customer shall constitute notice to the Bank of the charge referred to in Clause 3.1 above.

## **4. FINANCIAL COLLATERAL ARRANGEMENTS**

4.1 The Security Assets constitute “financial collateral” and the parties intend this Agreement and the obligations of the Customer under it to constitute a “security financial collateral arrangement” (in each case, as defined in the Financial Collateral Arrangements (No.2) Regulations 2003 (SI 2003 No. 3226) (the “FCR”)) and, upon and after the charge created by this Agreement becomes enforceable, the Bank shall have the benefit of all the rights conferred on a collateral taker under the FCR, including the right to appropriate without notice to the Customer (either on a single occasion or on multiple occasions) all or any part of that financial collateral in or towards discharge of the Secured Obligations and, for this purpose, the value of the financial collateral so appropriated shall be, the amount standing to the credit of the Account, together with any accrued but unposted interest at the time the right of appropriation is exercised.

4.2 The Customer agrees that the method of valuation set out in Clause 4.1 above is commercially reasonable for the purposes of the FCR.

## 5. ACCOUNT WITHDRAWALS

5.1 The Customer shall not at any time, except with the Bank's prior written consent:

- (a) make any request, demand or claim for repayment or payment of all or any amount from the Account;
- (b) receive, withdraw or otherwise transfer all or any amount from the Account; or
- (c) permit to agree to any variation of the rights attaching to the Account or close the Account,

in each case, until after the Discharge Date.

5.2 On the Discharge Date, the Bank shall (at the Customer's cost and expense) take such action as may be necessary to release the security constituted by this Agreement and without recourse to, or any representation or warranty by, the Bank.

5.3 The provisions of this Clause shall be without prejudice to the provisions of Clause **Error! Reference source not found.** (Charge).

## 6. REPRESENTATIONS AND UNDERTAKINGS

6.1 Except with the Bank's prior written consent, the Customer shall not:

- (a) create, purport to create, grant or permit to exist any other security interest over or in respect of all or any part of the Account or the Deposit;
- (b) sell, assign, transfer, part with possession of, or otherwise dispose of in any manner (or purport to do so), all or any part of the Account or the Deposit; or
- (c) create or grant (or purport to create or grant) any interest in all or any part of the Account or the Deposit in favour of a third party.

6.2 The Customer represents and warrants to the Bank and undertakes for the duration of this Agreement that:

- (a) it is, and will be, the sole legal and beneficial owner of the Account and the Deposit from time to time, free from any security interest except as created by this Agreement;
- (b) it has not sold or otherwise disposed of, and will not sell or otherwise dispose of, the benefit of all or any of its rights, title and interest in the Account, Deposit from time to time;
- (c) it has and will at all times during the subsistence of this Agreement have the necessary power to enable it to enter into and perform its obligations under this Agreement;
- (d) this Agreement constitutes its legal, valid and binding obligation and is an effective security over the Account and Deposit;
- (e) all necessary consents and authorisations to enable it to enter into this Agreement and to open the Account with Bank have been obtained and are, and will remain, in full force and effect;
- (f) it is duly incorporated and validly existing under the laws of its jurisdiction of incorporation with power to own its assets and to carry on its business as it is being conducted. It has the power, capacity and authority to enter into, perform and deliver, and has taken all necessary corporate and other action to authorise its entry into, performance and delivery, of this Agreement;

- (g) the Account is, at all times not subject to any sovereign immunity right or protection; and
- (h) where the Customer is incorporated in a jurisdiction other than England and Wales, under the laws of its jurisdiction of incorporation it is not necessary that any filing, registration or other authorisation is required in respect of any Terms and Conditions in order to ensure its (and the security constituted thereby) legality, validity, enforceability or priority.

6.3 Where the Customer is incorporated in a jurisdiction other than England and Wales, the Customer undertakes to enter (within 21 days of executing this Agreement) into its register of charges, if any, details of this Agreement (and the security constituted thereby) and provide to the Bank a certified copy of its register of charges evidencing the details of this Agreement.

6.4 The representations made by the Customer in Clause 6.2 above are made by the Customer on the date of this Agreement and are deemed to be made by the Customer by reference to the facts and circumstances then existing on each day after the date of this Agreement.

## **7. ENFORCEMENT OF SECURITY**

7.1 The security constituted by this Agreement shall become enforceable and the powers referred to in Clause 8 (*Extension and variation of powers under the LPA 1925*) shall become exercisable immediately:

- (a) upon the occurrence of an Enforcement Event;
- (b) if the Customer requests the Bank to exercise any of its powers under this Agreement; or
- (c) if otherwise specified in any other provision of this Agreement.

7.2 After the security constituted by this Agreement has become enforceable, the Bank may, in its absolute and sole discretion:

- (a) enforce all or any part of the security constituted by this Agreement at the times, in the manner and on the terms it thinks fit, and take possession of and hold or dispose of all or any part of the Security Assets; and
- (b) exercise all or any of the powers, authorities and discretions conferred on the Bank by the Terms and Conditions (including this Agreement) or otherwise by law,

in each case, at the times and in the manner and on the terms that it sees fit or as otherwise directed in accordance with the terms of the Terms and Conditions.

7.3 The Bank shall not (and no agent, employee or officer of the Bank shall) be liable to the Customer for any loss arising from the manner in which Bank enforces or refrains from enforcing the security, and any such person who is not a party may rely on this Clause 7.3 and enforce its terms under the Contracts (Rights of Third Parties) Act 1999.

## **8. EXTENSION AND VARIATION OF POWERS UNDER THE LPA 1925**

8.1 The Secured Obligations shall be deemed to have become due and payable on the date of this Agreement for the purposes of section 101 of the LPA 1925.

8.2 The power of sale and other powers conferred by section 101 of the LPA 1925 (as varied or extended by this Agreement) and all other powers conferred on a mortgagee by law shall be deemed to arise immediately after execution of this Agreement.

8.3 Section 103 of the LPA 1925 shall not apply to the security constituted by this Agreement.

8.4 The restriction on the right of consolidation contained in section 93 of the LPA 1925 shall not apply to this Agreement.



8.5 All or any of the powers conferred on mortgagees by the LPA 1925 as varied or extended by this Agreement and all or any rights and powers conferred by this Agreement, in each case whether express or implied, may be exercised by the Bank without further notice to the Customer at any time after the occurrence of an Enforcement Event, irrespective of whether the Bank has taken possession of any Secured Assets.

8.6 The exercise of any rights of the Bank under this Agreement shall not make the Bank liable to account as a mortgagee in possession.

## **9. EFFECTIVENESS OF COLLATERAL**

9.1 The collateral constituted by this Agreement shall be held by the Bank as a continuing security for the payment, discharge and performance of the Secured Obligations and the Bank's Rights may be exercised more than once and are cumulative, in addition to and independent of every other security which the Bank may, at any time, hold for the Secured Obligations or any rights, powers and remedies provided by law.

9.2 No prior security held by the Bank over the whole or any part of the Account and Deposit shall merge in the collateral hereby constituted.

9.3 Without prejudice to the generality of any other provision of this Agreement, the Customer expressly confirms that this Agreement and the security constituted pursuant to this Agreement shall extend from time to time to any variation, increase, extension or addition of or to any of the Terms and Conditions and/or any present or future amount made available pursuant to any of the Terms of Conditions.

9.4 This Agreement is continuing and the securities, covenants and provisions contained in it shall remain in full force and effect unless and until the Bank discharges it.

9.5 The Customer waives any right it may have of first requiring the Bank to enforce any other rights or security including pursuant to the Account Terms, or to proceed against or claim payment from any person, before claiming from or enforcing against the Customer under this Agreement.

## **10. DEFAULT INTEREST**

Interest shall accrue in respect of due and unpaid Secured Obligations at such rates and be payable on such dates and in such manner as may be determined, from time to time, by the Bank in its sole discretion.

## **11. NEW ACCOUNTS**

If the Bank shall, at any time, receive notice of any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Security Assets, all payments thereafter made by the Customer to the Bank shall be treated as having been credited to a new account of the Customer and not as having been applied in reduction of the Secured Obligations at the time when the Bank received notice.

## **12. SUSPENSE ACCOUNT**

All monies received, recovered or realised by the Bank under this Agreement (including, the proceeds of any conversion of currency) may, in its sole discretion, be credited to and held in any suspense or impersonal account pending their application, from time to time, in or towards the discharge of any of the Secured Obligations.

## **13. CLAWBACK**

If the Bank determines that an amount paid under this Agreement is capable of being avoided or otherwise set aside on the liquidation or administration of the Customer or otherwise then for the

purposes of this Agreement, such amount shall be regarded as not having been irrevocably paid for the purposes of this Agreement.

#### **14. ORDER OF PAYMENT**

14.1 All amounts received or recovered by the Bank under this Agreement or the powers conferred by it shall be applied in the following order of priority (but without prejudice to the Bank's right to recover any shortfall from the Customer):

- (a) in or towards payment of all costs, liabilities, charges and expenses incurred by or on behalf of the Bank under or in connection with this Agreement;
- (b) in or towards payment of the Secured Obligations in any order and manner that the Bank determines; and
- (c) in payment of the surplus (if any) to the Customer or other person entitled to it.

#### **15. COSTS, CHARGES AND EXPENSES**

The Customer shall, promptly on demand, pay to the Bank the amount of all costs, charges and expenses (including, external legal counsel fees) incurred by the Bank in the exercise of any Bank's Right, or in connection with the negotiation, preparation and execution of this Agreement and the perfection or enforcement of the collateral hereby constituted, together with interest from the date of the same having been incurred to the date of payment at such rate or rates as the Bank may determine in relation to the currency involved.

#### **16. INDEMNITY**

16.1 The Customer indemnifies and holds the Bank, and its agents, employees, officers and directors, harmless from and against any and all claims, damages, demands, judgments, liabilities, losses, costs and expenses (including external legal counsel fees) (collectively, "Losses") arising out of or resulting from:

- (a) the exercise or purported exercise of the Bank's Rights in respect of the Security Assets; or
- (b) taking, holding, protecting, perfecting, preserving or enforcing (or attempting to do so) the security constituted by this Agreement.

16.2 Notwithstanding the foregoing, the Bank shall not be indemnified for any Losses to the extent resulting directly from its own gross negligence, wilful misconduct or fraud.

#### **17. FURTHER ASSURANCE**

The Customer shall, at its own expense, take whatever action the Bank may require or consider expedient for:

- (a) creating, perfecting or protecting any security intended to be created by or pursuant to this Agreement;
- (b) facilitating the realisation of any Security Asset; and/or
- (c) facilitating the exercise of any right, power or discretion exercisable by the Bank in respect of any Security Asset,

including, the execution of any legal or equitable mortgage, charge, transfer, conveyance, assignment or assurance of any property, whether to the Bank or to its nominee, the giving of any notice, order or direction and the making of any filing or registration, which, in any such case, the Bank may consider expedient and on such terms as it considers fit.

## 18. SET OFF

- 18.1 The Bank may at any time set off (without prior notice to the Customer) any liability of the Customer to the Bank against any liability of the Bank to the Customer, whether present or future, liquidated or unliquidated and whether or not either liability arises under this Agreement, regardless of the place of payment, booking branch or currency of such liabilities. The Bank shall be entitled to accelerate the maturity of any fixed term deposits for such purpose.
- 18.2 Any exercise by the Bank of its rights under this Clause **Error! Reference source not found.** shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 18.3 The Customer shall not set off any obligation owed by the Bank to the Customer against any obligation owed by the Customer to the Bank.

## 19. CURRENCY CONVERSION

- 19.1 If any amounts received or owing from the Customer or any Affiliate under any Terms and Conditions (or under any order, judgment or award relating thereto) (an "**Amount**") are paid in a currency (the "**Other Currency**") other than the contractual currency in which that Amount is stated to be payable under the relevant Terms and Conditions (the "**Contractual Currency**") and have to be converted (the "**Conversion**") into the Contractual Currency (or the Bank is otherwise required, in connection with legal or other proceedings, to convert the Contractual Currency into any Other Currency), the Bank may convert (actually or notionally) such first currency into the second currency and such Conversions shall be effected at the Bank's spot rate of exchange for the time being for obtaining such Contractual Currency or Other Currency (as applicable).
- 19.2 The Customer hereby agrees to indemnify, on demand, the Bank and its respective agents and representatives (each an "**Indemnified Person**") from and against any cost, loss or liability arising out of or as a result of the Conversion including, any difference between: (i) the rate of exchange used to convert that Amount from the Contractual Currency into the Other Currency; and (ii) the rates of exchange available to that Indemnified Person at the time of its receipt of that Amount.
- 19.3 The Customer also hereby waives any right it may have in any jurisdiction to pay any Amount in a currency or currency unit other than in the Contractual Currency.

## 20. NOTICES

- 20.1 Any notice or demand to be given or served on the Customer under or pursuant to this Agreement may be given or served by leaving the same at the address specified on page 1 of this Agreement (or such address as may be notified by the Customer to the Bank, from time to time) or posting the same (by prepaid first-class post) by letter addressed to such address, or by facsimile to any then published facsimile number of the Customer or sent by electronic mail or other electronic means in plain language or in code.
- 20.2 Any notice or demand sent by post to any destination in the United Kingdom shall be deemed to have been served at 10.00 a.m. (London time) on the second day following the date of posting or, if sent outside the United Kingdom, at 10.00 a.m. (London time) on the fourth day following and exclusive of the date of posting; or, sent by facsimile or electronic means (provided the appropriate call-back is received), shall be deemed to have been served when despatched. In proving such service by post it shall be sufficient to show that the letter containing the notice or demand was properly addressed and posted and such proof of service shall be effective notwithstanding that the letter was in fact not delivered or was returned undelivered.
- 20.3 Any notice to be served on the Bank shall be effective only when actually received by the Bank and then only if it is expressly marked for the attention of the department or officer specified by the Bank (if any) for such purpose.

- 20.4 If a facsimile or electronic communication is sent or despatched on a date which is not a working day or outside of business hours, it shall be deemed to have been received at the opening of business on the next working day.

## **21. ASSIGNMENTS AND SUCCESSORS**

- 21.1 The Customer may not assign or otherwise dispose of any right, title or interest under this Agreement or in respect of the Account without the Bank's prior written consent.
- 21.2 The provisions of clause 17.2 (*Successors*) of the Account Terms shall apply to this Agreement as if set out in full except that references to "the Account Terms, the Service Terms and any Account Documentation" shall be construed as references to this Agreement.
- 21.3 Unless expressly provided to the contrary 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 any term of this Agreement.

## **22. AMENDMENTS AND WAIVERS**

- 22.1 The provisions of clause 17.6 (*Amendments; Supplements; Waivers*) of the Account Terms shall apply to this Agreement as if set out in full except that references to "Service Terms" shall also be construed as references to this Agreement.
- 22.2 No delay or omission on the part of the Bank in exercising any of the Bank's Rights shall impair, affect or operate as a waiver of that or any other right or remedy.

## **23. WAIVER OF IMMUNITY**

The provisions of clause 17.7 (*Waiver of Immunity*) of the Account Terms shall apply to this Agreement as if set out in full.

## **24. POWER OF ATTORNEY**

- 24.1 The Customer irrevocably appoints the Bank, by way of security, to be its attorney and in its name and on its behalf and as its act and deed to execute all documents and do all things as the Bank may consider to be requisite for carrying out any obligation imposed on the Customer under this Agreement.
- 24.2 The Customer shall ratify and confirm all things done and all documents executed by the Bank in the exercise or purported exercise of such power of attorney.

## **25. DELEGATION**

- 25.1 The Bank shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Agreement (including the power of attorney) on such terms and conditions as it shall see fit which delegation shall not preclude either the subsequent exercise of any subsequent delegation or any revocation of such power, authority or discretion by the Bank.
- 25.2 The Bank shall not have any responsibility for or any liability in connection with be in any way liable or responsible to the Customer for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate.

## **26. COUNTERPARTS**

This Agreement may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument. Delivery of a counterpart of this Agreement by e-mail attachment or telecopy shall be an effective mode of delivery.

**27. GOVERNING LAW**

This Agreement and any non-contractual obligations arising out of or in connection with this Agreement are governed by English law.

**28. JURISDICTION**

28.1 The courts of England have exclusive jurisdiction of English courts to settle any dispute arising out of or in connection with this Agreement (including a dispute regarding the existence, validity or termination of this Agreement or any non-contractual obligation arising out of or in connection with this Agreement) (a “Dispute”).

28.2 The parties agree that the courts of England are the most appropriate and convenient courts to settle any Disputes arising under this Agreement and accordingly no party will argue to the contrary.

28.3 This Clause 28 is for the benefit of the Bank only. As a result, the Bank shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

**THIS AGREEMENT has been executed and delivered as a DEED on the date stated at the beginning of this Agreement.**