

General Terms and Conditions (Ireland)

What are the General Terms and Conditions?

In these terms, you'll find the general terms governing our relationship with you for certain debt purchase and asset based lending products and services. For example, we explain how we'll contact you and what to do if something goes wrong. You can ask for a copy of these terms at any time.

These terms are not a standalone agreement. They're part of a wider agreement you enter into with us for a product or service. When we refer to "this agreement" or "the agreement", we mean these terms and all the terms and conditions that apply to the specific product or service you're taking from us.

Each time you take out a product or service with us, all these terms together will form a separate agreement between you and us for that specific product or service.

If you take out a second product or service to which these terms apply, they'll form a second separate agreement and so on. When you apply for a product or service with us, we'll explain whether these terms apply and which other terms apply.

We confirm how you and we can end a product or service in these terms. Because each agreement with us for a product or service is separate from any other agreement, if you or we terminate one agreement, this won't terminate any other agreement (unless we say otherwise).

PART 1 – ABOUT OUR RELATIONSHIP

1. Who's this agreement between?

This agreement is between you and us.

By 'you' and 'your', we mean the party or parties identified in the 'Your details' section of the Commercial Terms.

By 'us', 'we' and 'our', we mean HSBC Invoice Finance (UK) Limited, or another entity that we transfer our rights and/or obligations under the agreement to.

2. How we'll contact you

We'll contact you or a person you've authorised us to contact, using the most recent address (postal or email) or telephone number you've given us.

If we send you a letter, you'll be deemed to have received it at 12:00pm on the business day two days after we've posted the letter. In this agreement, by business day, we mean any day other than a Saturday, Sunday or public holiday in the United Kingdom or Republic of Ireland, where we're open for business. If we email you, or use a platform or other electronic channel, you'll be deemed to have received the notice or demand at the time it was sent or, as applicable, at the time the notice or demand is notified to you on HSBCnet.

You must let us know in writing, as soon as possible, if the contact details for you or any authorised person change as it will take us up to 5 days to update our records. If you don't, you might not get information or notices from us – we won't be responsible for this.

We'll always use English to communicate with you.

3. How you can contact us

You must contact us in writing using the Receivables Finance portal on HSBCnet or at our postal address: 1 Centenary Square, Birmingham, B1 1HQ.

If you contact us outside of business hours, or if we receive a letter from you outside of business hours, we'll only be deemed to have received that communication on the next business day.

Sometimes, we'll include other relevant contact details in your product terms. These may be for a client or credit controller regarding the operation of your ledger. You may also be provided with contact information for your client manager (if applicable) who will be responsible for our overall relationship with you.

4. Who's authorised to give instructions to us?

When you take out a product or service from us, we'll ask you who is authorised to deal with us and the extent of their authority.

5. Who's responsible for paying back the money you owe us?

We're providing you with a debt purchase facility which means that we'll make advance payments to you which will then be repaid by your customers as they settle their debts.

There will still be amounts that you owe to us and who's responsible for paying these amounts depends on the type of organisation you are.

- If you're a sole trader, you're personally responsible.
- If you're a partnership, all partners are jointly and individually responsible.

What do we mean by jointly and individually responsible?

If you're jointly and individually responsible, we can ask all of you, or just some or one of you to repay us.

- If you're an incorporated body (e.g. a company), the incorporated body will be responsible.

We can debit any amounts you owe us to any HSBC account which has been opened or maintained in connection with the agreement.

We may also be able to recover any amounts due to us from a guarantor, indemnifier or third party security provider (an **Obligor**).

6. Where there's more than one client

If we're providing products or services to more than one person (for example, to two members of a group of companies), you'll be jointly and individually responsible for any amounts due to us and we can ask all of you or just some or one of you to pay any amount due to us.

PART 2 – THE KEY TERMS AND CONDITIONS OF THE PRODUCTS AND SERVICES WE PROVIDE TO YOU

7. The Facility/Facilities

We'll provide you with the facility or facilities we have included in the Commercial Terms provided to you (**Facilities**).

8. Length of the Facility/Facilities

We'll provide the Facilities for at least the Minimum Term detailed in the Commercial Terms. After the Minimum Term expires, we'll continue to provide the Facilities until they are cancelled or terminated.

You can cancel your Facilities (or some of your Facilities) at any time by telling us in writing using the contact details above but, unless we agree otherwise:

- a.** you have to give us notice of at least the Notice Period detailed in the Commercial Terms; and
- b.** your Facilities can't terminate before the end of the Minimum Term.

Once we've ended this agreement, each of our rights and obligations under this agreement will terminate other than any which have arisen before this agreement ended or which we've specifically said will survive termination.

We may charge you a fee if you cancel your Facilities early.

We may cancel the Facilities and require you to pay all amounts outstanding under the Facilities if it becomes unlawful for us to comply with this agreement or to provide the Facilities.

9. Your confirmations to us

You represent and warrant to us that you've disclosed to us every fact which might influence our decision to enter into or continue this agreement, purchase a debt, or to accept anyone as an Obligor.

You'll also make the following representations and warranties to us on: (i) the date that you accept the terms of the agreement; (ii) the date that any pre-conditions to the provision

of the Facilities are met; (iii) if applicable, the date of each notification of a debt; (iv) the date that you request a utilisation of the Facilities; and (v) the date that you utilise any of the Facilities.

You make these on your behalf and on behalf of any Obligor and, if you are a member of a wider group, any other members of your group:

- a. if applicable, you are duly incorporated or established under the laws of your jurisdiction of incorporation or establishment and you have the power and authorisations needed to own your assets and carry on your business as it is being conducted;
- b. you're not acting for purposes which are outside your business and you are not therefore a "consumer" within the meaning of the consumer protection laws;
- c. you are able to enter into and perform your obligations under any document required in connection with us providing the Facilities to you (**Documents**);
- d. your obligations under the Documents are legal, valid and binding;
- e. you comply with all laws and regulations which apply to you;
- f. there's no material current, pending or threatened litigation or similar proceedings affecting you or, if you're part of a wider group of entities, any member of your group or any proceedings that could, if unfavourably determined, affect you or, if you're part of a wider group of entities, any member of your group;
- g. no person has taken any step to commence any insolvency proceedings, or threatened to take any step to commence any insolvency proceedings, in relation to you or, if you're part of a wider group of entities, any member of your group;
- h. your centre of main interests is situated in the jurisdiction of your incorporation or establishment and you have no establishment in any other jurisdiction;
- i. any information provided to us by you or on your behalf was true, complete and accurate in all material respects when it was provided and has not become materially misleading or incorrect;
- j. neither you nor any Obligor is required to make any deduction or withholding for or on account of tax, duty or any other charge for any payment it makes to us;
- k. you've conducted your businesses in compliance with applicable anti-corruption laws and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws;
- l. you comply with the data protection statement which you can find at business.hsbc.uk/legal (**Data Protection Statement**); and
- m. neither you, nor any of your subsidiaries, any director or officer or any employee, agent or affiliate of yours nor any of their subsidiaries is, or is owned or controlled by an individual or entity that is, (i) the subject of any Sanctions, or (ii) located,

organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including currently, the Crimea, Donetsk and Luhansk regions of Ukraine, Cuba, Iran, North Korea and Syria, other than to the extent that such representation or warranty would result in a violation of Council Regulation (EC) No 2271/96, as amended (or any implementing law or regulation in any member state of the European Union) or any similar applicable blocking or anti-boycott law or regulation in the United Kingdom.

What are Sanctions?

Sanctions means any sanctions administered or enforced by the US Department of the Treasury's Office of Foreign Assets Control, the US Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury or the Hong Kong Monetary Authority.

10. Your obligations to us

We want to build a relationship with you and continue to support your business. For us to do that we expect you to run your business in a commercially prudent manner and keep the nature of your business the same as it is at the start of our relationship. We also expect you to:

- a.** prepare your financial information in accordance with generally accepted accounting standards;
- b.** if we ask for them, let us have copies of:
 - i.** your accounts (audited, if required by law) no later than 9 months after your financial year end; and
 - ii** your management accounts no later than 30 days after the end of the period to which they relate,

each in a form acceptable to us;
- c.** give us any information we reasonably request including information about your financial position or trading activities or anything we need to satisfy our 'know your customer' requirements;
- d.** tell us, promptly, if:
 - i.** there's a change in your management, ownership or control (or any such change in an Obligor) or a change to your trading style;
 - ii.** you, one of your associates or an Obligor is subject to any insolvency proceedings;
 - iii.** you or an Obligor breach the agreement or any security or guarantee granted in our favour or if there is any material litigation

or similar proceedings which affect you or, if you're part of a wider group of entities, any of your group companies; and

- e.** make sure your auditors report directly to us;
- f.** keep your business and assets insured with a reputable insurer against risks that a business carrying on the same or similar business would usually insure against and send us copies of any policies and premium receipts if we ask for them; and
- g.** comply with data protection legislation and the terms of the Data Protection Statement.

If you don't comply with paragraphs (a) to (g) it will be a breach of this agreement.

If we ask you, you'll fully co-operate with us and do what we reasonably ask you to do in connection with: (i) any discounting charge conferred or intended to be conferred on us by you; or (ii) any of our rights, powers or remedies under any Document.

You also confirm to us that:

- a.** you will not use, and you'll make sure that, as applicable, no other member of your group, director, shareholder or Obligor will use, directly or indirectly, any part of the Facility for any payments that could constitute a violation of any applicable anti-bribery law;
- b.** you will not, directly or indirectly, use the proceeds of the Facility or lend, contribute or otherwise make available such proceeds to any subsidiary, joint venture partner or other person:
 - i.** to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, or whose government is, the subject of Sanctions; or
 - ii** in any other manner that would result in a violation of Sanctions by any person,

other than to the extent that complying with this paragraph b) would result in a violation of Council Regulation (EC) No 2271/96, as amended (or any implementing law or regulation in any member state of the European Union) or any similar applicable blocking or anti-boycott law or regulation in the United Kingdom.

11. Termination Events

Any of these events is a **Termination Event**:

- a. you, an Obligor or one of your Associates breaches a Document or any other agreement you have entered into with a member of the HSBC Group, being HSBC Holdings plc and its subsidiary companies from time to time.
- b. there's a deterioration in your or an Obligor's financial condition or operating performance which we consider significant.
- c. there's a change in control of you or an Obligor or, if you're part of a wider group, your group, without our written consent.
- d. any of the following events occur:
 - i. you, an Obligor, an Associate, or, if you're part of a wider group, any member of your group, admits that it is, or is declared to be or deemed to be, unable to pay its debts when due;
 - ii. you, an Obligor, an Associate, or, if you're part of a wider group, any member of your group enter into, or seeks or proposes, any composition or voluntary arrangement with your or that Obligor's creditors or scheme of arrangement or restructuring plan of your/that Obligor's affairs;
 - iii. any action is taken or any court order is made which adversely affects the whole or a material part of your, or an Obligor's or any Associate's assets or, if you're part of a wider group, assets of a member of your group; and or
 - iv. an act, whether by you, the Obligor, an Associate, or another person, which either amounts to, or could directly result in, a formal step being taken for a Part A1 moratorium and/or the receivership, administration, examinership, bankruptcy, liquidation, dissolution, sequestration or similar proceedings of, or in respect of, you, an Obligor, an Associate, or, if you're part of a wider group, any member of your group.
- e. we receive notice of the cancellation of a guarantee we're relying on or if an Obligor that is an individual dies.
- f. any waiver, release, consent or priority arrangement given in our favour is terminated.
- g. you or any Obligor changes its country of domicile and/or incorporation.
- h. you or any of your senior management or any Obligor is subject to a criminal conviction (other than motoring offences).

By **Associate** we mean:

- a.** if you're an individual:
 - i.** your spouse or civil partner or your minor child or step-child;
 - ii.** any incorporated entity which you are a director of; and
 - iii.** any of your employees or partners.
- b.** if you're an incorporated body:
 - i.** any incorporated entity which you are a director or member of;
 - ii.** any incorporated entity in your group; and
 - iii.** any of your employees or partners or any of any member of your group.
- c.** if you're a partnership:
 - i.** any associate of one of your partners.

If a Termination Event occurs or if we think that a Termination Event has occurred or will occur, then we may:

- a.** if we are providing a debt purchase facility, reduce the Payment Percentage and/or increase Retentions;
- b.** stop you from utilising any or all Facilities;
- c.** cancel all or part of any or all of your Facilities and we'll have no further obligations to you;
- d.** demand immediate repayment of all amounts due to us in connection with the Facilities;
- e.** increase any margin or discounting charge by up to 2 percentage points;
- f.** exercise our right of set off against any sums we owe to you;
- g.** terminate the agreement;
- h.** stop you from using any web-based platform that you are using in connection with the Facilities;
- i.** exercise any of our rights under the Documents.

By **Retentions** we mean an amount equal to the total of:

- a.** the value of Debts you have notified to us which are outstanding and exceed any limits we have set in respect of these Debts;
- b.** the value of Debts you have notified to us which are not Eligible Debts;

- c.** any amount payable by you to us whatsoever, and any losses, damages, costs or expenses incurred by us which are recoverable from you; and
- d.** the value of all claims from, or defences by, your customers (including but not limited to any dilutions or rebates).

12. Indemnity

You must indemnify us on demand against any costs or losses that we incur because of:

- a.** a breach by you of the agreement, including, if applicable, our costs of collecting out debts if you fail to collect them on our behalf;
- b.** the application by you of the Facilities;
- c.** us providing the Facilities to you; and/or
- d.** a cancellation or prepayment of the Facilities.

13. Payments

You must make all payments in cleared funds on the due date for payment or, if that day is not a business day, on the next business day in the same calendar month or, if there isn't one, on the preceding business day.

You must make all payments without any deduction or withholding.

If you're required by law to make any deduction or withholding from a payment, you'll promptly pay to us additional sums that will make the net sum received by us equal to the full sum payable had there been no deduction or withholding.

All amounts payable to us under this agreement shall be deemed to be exclusive of VAT. Where VAT is chargeable, you must pay us an amount equal to the amount of VAT charged.

14. Currency

Payments to us should be made in the currency in which they are due. If we receive any money which is in a different currency or if we need to convert any order, judgment or award given in relation to a payment due from you into a different currency, we may convert this at the HSBC Exchange Rate. You must indemnify us on demand against any costs or losses that we incur because of that conversion.

If a change in any national currency unit occurs or if it ceases to exist, we can amend the agreement as necessary (and without notice) to reflect the change.

What's the HSBC Exchange Rate?

This is the rate we use on any day to convert payments to and from currencies other than the currency of your payment. It's based on the foreign currency market for each currency we offer so changes constantly. The rate will depend on the size of the payment and whether we are buying currency (because you're receiving a payment) or selling currency (because you are making a payment).

15. Set-off

If you owe us money under an agreement, or because of any rights transferred to us by a third party now or in the future and you haven't paid it back when you should have done, we can reduce any amounts we owe you by some or all of the money you owe us. This is called set-off.

16. Amending these terms

We may need to amend the terms of the Facilities.

If the amendment is favourable to you we'll do it immediately, otherwise, we'll give you at least 30 days' notice on HSBCnet following which the change will take effect (other than for changes to third party rates that are provided (e.g. the Bank of England base rate) where such change will take effect one business day after the change being published).

Our right to amend the terms of the Facilities doesn't stop us from exercising our rights on a Termination Event as set out in clause 11 (for which no notice period applies).

If you're not happy with any changes that we've proposed, you have the option to cancel your Facilities in accordance with clause 8 and repay all amounts outstanding under the Facilities.

PART 3 – OTHER TERMS

17. Information we need from you and when we can disclose information about you

You must make sure the information you give us is accurate and up to date and tell us within 30 days if anything changes.

We'll use your information as explained in our Privacy Notice (available at business.hsbc.uk/legal).

You consent to us sharing any information about you, any of the Facilities and/or the agreement with:

- a.** any person that we might transfer or have transferred our rights to under the agreement;
- b.** any person that we might enter into or have entered into any sub-participation with or any other transaction under which payments are to be made or may be made by reference to any of the Documents or any person who might or does invest in or finance such a transaction;
- c.** any company within the HSBC Group;
- d.** the Obligors, any of your customers or credit insurers, banks, your auditors and accountants;
- e.** any rating agency or other person that we have to send that information to under any applicable law or regulation or in connection with any litigation or similar proceedings;
- f.** any insurer who is or who proposes to provide insurance to us in respect of a Facility; and
- g.** any affiliates or professional advisers of any of the above persons.

18. Third party rights

This agreement is between you and us, therefore a person who isn't a party to the agreement will not have any rights to enforce it.

19. Transfers

You can't transfer any of your rights and obligations under this agreement without our written consent.

We can transfer any of our rights and obligations under this agreement to anyone.

You will, at our expense or at the expense of the person we transfer our rights and/or obligations to, do anything that we reasonably request to effect the transfer.

20. Waiver

No failure or delay by us in enforcing any of our rights under the agreement will mean that we've given up those rights. Nor will it prevent us from enforcing those rights in the future. Similarly, no partial enforcement of any of our rights will prevent us from enforcing those rights in the future.

21. Partnerships

The agreement will remain in force until you cancel the Facilities in accordance with paragraph 8 of Part 2 above – even if you change the name of the partnership, new partners join or current partners leave.

22. Tax

It's up to you to meet your tax responsibilities in the Republic of Ireland and elsewhere. Some countries' tax laws may apply to you even if you don't have a business there. As you're responsible for your own tax obligations, no HSBC Group member is responsible for this or provides tax advice. It's your choice whether to seek independent legal and tax advice.

23. Costs and expenses

If we think we might, or if we have to, enforce or preserve our rights under, the agreement or any security or guarantee granted in our favour in support of your obligations or have to investigate any breach of the agreement or any security or guarantee, you'll promptly pay us our costs and expenses associated with us taking such action.

24. Increased Costs

You'll pay us on demand the amount of any Increased Costs we incur because of:

- a.** a change in (or the interpretation, administration or application of), or the introduction of, a law or regulation;
- b.** compliance with any law or regulation made after the date of this agreement; and/or
- c.** the implementation or application of, or compliance with, Basel III, CRD IV, CRD V or any other law or regulation which implements Basel III, CRD IV and/or CRD V or any equivalent regime(s) put in place by the United Kingdom on or after 31 January 2021 (whether such implementation, application of compliance is by a government, regulator, us or any of our Affiliates).

By **Increased Costs** we mean additional or increased costs incurred by us or a reduction in our rate of return from the Facilities or our overall capital. This will include the consequences of any tax in respect of any payment received or receivable by us under the Facilities (other than tax payable on your overall net income).

What are Basel III, CRD IV and CRD V?

Basel III means:

- a.** the agreements contained in "Basel III: A global regulatory framework for more resilient banks and banking systems", "Basel III: International framework for liquidity risk measurement, standards and monitoring" and "Guidance for national authorities operating the countercyclical capital buffer" published by the Basel Committee on Banking Supervision in December 2010, each as amended, supplemented or restated;
- b.** the rules for global systemically important banks contained in "Global systemically important banks: assessment methodology and the additional loss absorbency requirement - Rules text" published by the Basel Committee on Banking Supervision in November 2011, as amended, supplemented or restated; and
- c.** any further guidance or standards published by the Basel Committee on Banking Supervision relating to Basel III.

CRD IV means EU CRD IV and UK CRD IV

CRD V means EU CRD V and UK CRD V

EU CRD IV means:

- a. the Capital Requirements Regulation (Regulation (EU) No. 575/2013 of the European Parliament and the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012); and
- b. the Capital Requirements Directive (Directive 2013/36/EU of the European Parliament and of the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC),

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

EU CRD V means:

- a. regulation (EU) 2019/876 of the European Parliament and of the Council of 20 May 2019 amending Regulation (EU) No. 575/2013 and Regulation (EU) No. 648/2012; and
- b. directive 2019/878 of the European Parliament and of the Council of 20 May 2019 amending Directive 2013/36/EU as regards exempted entities, financial holding companies, mixed financial holding companies, remuneration, supervisory measures and powers and capital conservation measures,

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

UK CRD IV means

- a. the Capital Requirements Regulation (Regulation (EU) No. 575/2013 of the European Parliament and the Council of 26 June 2013 on prudential requirements for credit institutions and investment firms and amending Regulation (EU) No. 648/2012) as it forms part of domestic law of the United Kingdom by virtue of the Withdrawal Act 2018;
- b. the law of the United Kingdom or any part of it, which immediately before IP completion day (as defined in the European Union (Withdrawal Agreement) Act 2020 (**Withdrawal Act 2020**)) implemented the Capital Requirements Directive (Directive 2013/36/EU of the European Parliament and the Council of 26 June 2013 on access to the activity of credit institutions and the prudential supervision of credit institutions and investment firms, amending Directive 2002/87/EC and repealing Directives 2006/48/EC and 2006/49/EC) and its implementing measures; and

- c. direct EU legislation (as defined in the Withdrawal Act 2018), which immediately before IP completion day (as defined in the Withdrawal Act 2020) implemented EU CRD IV as it forms part of domestic law in the United Kingdom by virtue of the Withdrawal Act 2018,

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

UK CRD V means the parts of EU CRD V which form retained EU law (as defined in the Withdrawal Act 2018 (as amended)), as amended by the Financial Holding Companies (Approval etc.) and Capital Requirements (Capital Buffers and Macro-prudential Measures) (Amendment) (EU Exit) Regulations 2020, and any applicable laws, regulations, rules, guidance or other applicable implementing measures from time to time of the Financial Conduct Authority, Prudential Regulation Authority, or other relevant UK regulator (or their successor) relating to the capital requirements regime for banks in the UK in each case as the same may be amended, supplemented, restated or replaced from time to time.

Withdrawal Act 2018 means the European Union (Withdrawal) Act 2018.

25. Events outside our control

Sometimes events happen which are outside of our reasonable control. These events can include natural events (such as a flood) and power failure and are often called **Force Majeure** events. If such an event does happen and it prevents or delays our performance of any of our commitments, we won't be liable to you as a result.

26. Certificates and determinations

Any rate or amount under any Document that we certify or calculate will, unless there's a clear error, be conclusive evidence of the relevant matter.

27. How to make a complaint

If you have a complaint, please contact us using the details at the front of these terms. We'll send you a written acknowledgement within 5 working days and keep you informed of our progress until your complaint has been resolved. We'll do everything we can to sort out the problem.

If you still remain dissatisfied, you may be able to refer your complaint to the Financial Ombudsman Service using the contact details set out below. If you're not eligible to use the Ombudsman Service, please note that we don't use any alternative dispute resolution services.

- Exchange Tower, London, E14 9SR
- financial-ombudsman.org.uk
- complaint.info@financial-ombudsman.org.uk

28. What laws apply to this agreement?

This agreement and any non-contractual obligations arising out of it are governed by the law specified in your Commercial Terms and you and we both agree that the courts of the country whose governing law applies have exclusive jurisdiction to determine any dispute arising out of or in connection with the agreement.

If any part of this agreement is unenforceable, unlawful or void in any relevant jurisdiction, then that part will be separated from the rest of the agreement. The rest of the agreement will continue to be valid and enforceable.

29. About us and our authorisation details

HSBC Invoice Finance (UK) Limited is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

Our Financial Services Register number is 484356. You can check these details by visiting the Financial Conduct Authority's website at fca.org.uk or contacting them on 0800 111 6768.

HSBC Invoice Finance (UK) Limited is a member of UK Finance. We abide by its terms of membership and the Code of Conduct, guidance and complaints procedure. You can find more details by visiting UK Finance's website ukfinance.org.uk/policy-guidance.

Our VAT registration number is 365684514.

Accessibility

If you need any of this information in a different format, please let us know. **This includes large print, braille, or audio.** You can speak to us using the live chat service on our website, by visiting one of our branches, or by giving us a call.

There are also lots of other options available to help you communicate with us. Some of these are provided by third parties who are responsible for the service. These include a Text Relay Service and a British Sign Language (BSL) Video Relay Service. To find out more, please get in touch. You can also visit business.hsbc.uk/accessibility or business.hsbc.uk/contact-us.