

PROFESSIONAL FEES FINANCE LOAN AGREEMENT

Credit Process

The credit process will typically take 10 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 10 days to assess.

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

Address for Correspondence

KBC Bank Ireland plc, Sandwith Street, Dublin 2. Tel: 01 664 6506

PFF LOAN AGREEMENT CHECK LIST ✓

- Sections A-D are fully completed with borrower details and loan amount. Section G must be signed by the beneficial owner
- 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)
- Applicant Profile form must be completed for all applications
- Identity documentation must be provided for all clients in order to comply with the Criminal Justice Act 2010

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SUPPORTING DOCUMENTATION REQUIRED

Supporting Documents to be provided with every PFF Application

Loan amounts €3,500 - €30,000

- Applicant Profile Form
- 3 months recent current account statements (from where DD will be paid)

Loan amounts > €30,000

- Applicant Profile Form
- 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)

MONEY LAUNDERING

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 copies** of current home address verification for each of the above (Utility Bill, Bank/Building Society statement etc).

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Additional identity documentation obligations exist in relation to Corporate Borrower(s).

TO RECEIVE PROMOTIONAL COMMUNICATIONS

A member of the KBC Bank Ireland plc (KBCI) team may contact the person(s) identified overleaf in connection with this application. In addition, from time to time, KBCI would like to notify our customers of promotional offers, competitions and information on products and services available from the KBCI Group and carefully selected third parties. The personal data provided on this form may be used to send marketing material or to electronically communicate (by email or text message) or to telephone named customers about such products and services.

If you do not want to receive these communications, please tick this box: Applicant 1 ☐ Applicant 2 ☐

If you later decide that you do not want to receive this information you can write to
Marketing Department,
KBC Bank Ireland,
Sandwith Street,
Dublin 2 or
email: marketing@kbc.ie

PROFESSIONAL FEES FINANCE LOAN AGREEMENT

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").

THE BANK OF YOU 

A. THE BORROWER

Name				Agreement No.			
Address				Company Registration No.			
				VAT No.			
Type of Business or Profession			Number of Years in Business		Business Tel.		
Country of Birth			Gender	Male <input type="checkbox"/> Female <input type="checkbox"/>	Home Tel.		
Business Type: Sole Trader <input type="checkbox"/> Limited Company <input type="checkbox"/> Other <input type="checkbox"/>	If other, please specify (e.g. Partnership)				Date of Birth		
Please complete for Borrower and Guarantor as applicable					Maiden Name (if applicable)		
Are you an Employee or Director of KBC Bank Ireland plc? YES <input type="checkbox"/> NO <input type="checkbox"/>					Place of Birth e.g. county/city		
If YES, please give details: _____					Nationality		
Please complete for Borrower and Guarantor as applicable							
Are you connected to an Employee or Director of KBC Bank Ireland plc? (For example a spouse, domestic partner or child).				Applicant 1	Applicant 2		
				YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>		
If YES, please give details: _____							

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				Date of Birth			
Address				Place of Birth e.g. county/city			
Capacity	Director <input type="checkbox"/>	Shareholder <input type="checkbox"/>	Both <input type="checkbox"/>	Other (Please Specify)	Nationality		
Name				Country of Birth			
Address				Date of Birth			
Capacity	Director <input type="checkbox"/>	Shareholder <input type="checkbox"/>	Both <input type="checkbox"/>	Other (Please Specify)	Place of Birth e.g. county/city		
If there are more than 2 Beneficial Owners, please provide the corresponding information for these individuals under separate cover.				Nationality			
				Country of Birth			

C. THE INITIAL LOAN (MINIMUM LOAN AMOUNT €3500)

The loan amount	€		Loan payable by	See www.kbc.ie/pff for current rates	
Interest	€		Instalments of	€	9 <input type="checkbox"/> 11 Monthly <input type="checkbox"/>
Total Amount Repayable €			The first instalment is payable by direct debit 14 days after drawdown of the loan. In addition an administration fee of €3.81 is payable monthly.		

D. NATURE AND PURPOSE OF BUSINESS RELATIONSHIP

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. DATA PROTECTION NOTICE

For completion by the BENEFICIAL OWNER* / PARTNERSHIP / SOLE TRADER

(*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.)

Your Information: The details provided in this application form, together with any other information that is furnished to us in connection with this application and any associated loan, guarantee or other account(s) ("Information"), will be retained and processed by KBC Bank Ireland plc and its subsidiary companies ("we"/"us") for the following purposes:-

- processing and assessing the loan application(s);
- verifying the Information, including in the case of personal loans, contacting the employers or professional advisers of the applicants;
- conducting credit searches against the applicants prior to and during the term of any loan;
- administering any resulting loan(s), including for debt collection and enforcement purposes and as otherwise required for the performance of your loan agreement or any associated agreements;
- meeting our legal and compliance obligations (which include those relating to the prevention of money laundering, financing of terrorism and fraud);
- undertaking credit and other checks and making credit decisions;
- quality control and group reporting and management; and
- if you have consented, for marketing purposes.

Sensitive Data Consent: Sensitive personal data (such as health or criminal conviction data) will be obtained and processed only where necessary to process your application or account (e.g. life assurance).

By signing this form, you are explicitly consenting to the use, retention and reproduction of sensitive personal data for such purposes and you acknowledge that if you do not permit such processing, it will not be possible to provide you with certain services or products.

Disclosures: We may disclose Information in the following circumstances:

- to other companies within the KBC Bank Ireland Group;
- to our agents, advisers, service providers and contractors for the above purposes. These may include insurance, pension or investment companies with whom we have a contractual relationship;
- to credit reference agencies;
- to other persons connected with your account (e.g. guarantors, additional borrowers, company directors etc) and to your financial advisers or other intermediaries;
- in the context of any assignment, purchase or securitisation of your loan or in the context of a sale of our business; or
- where we are required by any regulatory body, law enforcement agency, court or other legal process.

Electronic Communications and Phone Calls: Your Information will be processed, recorded and retained by us in electronic form. You agree that KBC Bank may communicate with you electronically in relation to your accounts, and that it may rely on such electronic communications, records, originals and documents in any dealing with you. We may monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes.

Right of Access: You have the right to receive a copy of all personal data (within the meaning of the Data Protection Acts 1988 and 2003) relating to you which is held by us following a written request (for which a small fee will be charged) and to have any inaccuracies in your personal data corrected. You may be required to provide us with sufficient information to verify your identity and locate your data.

By signing below you confirm that you consent to the use of the Information in the manner described above and, if applicable, that you have obtained the consent of all other persons identified in the form or associated with the application or subsequent loan account.

Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y

F. 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.

G. FOR COMPLETION BY THE BENEFICIAL OWNER* / PARTNERSHIP / SOLE TRADER

(*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.)

Credit Reference Searching and Reporting

By signing this application, you acknowledge that, as part of its normal procedures, KBC Bank Ireland plc, the members of the KBC Bank NV Group and any of its successors may carry out searches against you and, where appropriate, your business or partnership, of the records held by credit reference agencies (including the Irish Credit Bureau) in connection with this review and will also supply information to them about you, your business or partnership. You should note that the credit reference agencies will keep, for a period of at least a year, a record that a search has been made, and they will inform anyone else carrying out a similar search of the other searches made against you, your business or partnership, in that period. By signing this application, you acknowledge that KBC Bank Ireland plc, the members of the KBC Bank NV Group and any of its or their successors may carry out searches of the record held by the credit reference agencies, and will supply information to such agencies in relation to you, your business or partnership, and in relation to the conduct of the relationship with you. KBC Bank Ireland plc, the members of the KBC Bank NV Group and any of its successors may use any information received as a result of a search to make credit decisions in relation to you, to help prevent fraud and to recover its guarantee.

Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y

H. SIGNED FOR AND ON BEHALF OF THE BORROWER FOR COMPLETION BY THE BORROWER

Name (Block capitals)		Date	d	d	m	m	y	y	y	y
Signature		Date	d	d	m	m	y	y	y	y
Name (Block capitals)		Date	d	d	m	m	y	y	y	y
Signature		Date	d	d	m	m	y	y	y	y

See clause 17 of the Standard Terms and Conditions.

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 by all borrowers – but for Corporate borrowers/partnerships, two authorised signatories must execute the Loan Agreement)

I. BOARD MINUTE FOR A CORPORATE BORROWER (LIMITED COMPANIES ONLY)

	Limited (the "Company")
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:	
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	
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.

Provider of Services		Date	d	d	m	m	y	y	y	y
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	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Last Information Received		Date	d	d	m	m	y	y	y	y

L. COMPLAINTS PROCEDURE

We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly. If you have any complaint please telephone or write to PFF Manager, KBC Bank Ireland plc, Sandwith Street, Dublin 2. If you are dissatisfied with the outcome of our efforts to resolve your complaint you may refer your complaint to:-

Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2

Lo Call: 1890 88 20 90, Tel: (01) 662 0899, Fax: (01) 662 0890, Email: enquiries@financialombudsman.ie

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 B above (the "Loan") in order to finance the payment of fees due to the provider of services (the "Provider of Services") named in Section C above for services rendered to the Borrower by the Provider of Services. In consideration of the Lender at its sole discretion accepting the proposal as set out above, the following terms and conditions shall apply:-

1. Advance of Loan. The Lender is hereby irrevocably authorised and requested to advance the Loan directly to the Provider of Services in payment for the services rendered.

2. 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.

3. Interest. The Borrower will pay interest on the loan, at the rate specified in Section B above.

4. Repayment. The Borrower will repay the Lender the whole of the loan plus interest by the instalments specified in section B above.

5. Default Interest. The Borrower will pay interest (payable on demand) on any overdue instalments at the rate of 2% per month or part thereof.

6. Fees and Charges. The Borrower shall pay to the Lender an administration fee of €3.81 per month, or part thereof, for so long as any amounts in connection with the Loan (including, without limitation, amounts of principal, interest, charges, costs and expenses) remain outstanding and such administration fee shall be collected by the Lender in conjunction with the monthly instalments repaying the loan. In addition, 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).

7. 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.

8. 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.

9. Disclosures between the Lender and Provider of Services. The Borrower irrevocably authorises the Lender and the Provider of Services to consult with each other and to provide information to each other as they may consider appropriate in connection with this Loan Agreement.

10. 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:

- a) if he defaults in the payment of any sum due in connection with the Loan or if he 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
- b) if any warranty, statement or representation made by him to the Lender is untrue in any material respect; or
- c) if he breaches any other obligation to the Lender; or
- d) 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
- e) 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
- f) if a distress or execution is levied upon or effected against any of his property; or
- g) 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
- h) if he stops payment of his debts or ceases or threatens to cease to carry on his business; or
- i) if he enters into an agreement or composition with his creditors, without the prior approval in writing of the Lender; or
- j) 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
- k) 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
- l) 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
- m) if the Provider of Services shall notify the Lender of its intention to terminate its agreement and indemnity with the Lender; or
- n) if the Borrower or the Provider of Services is a partnership and any of the foregoing events or analogous event occurs in relation to any one or more of its partners.

11. 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.

12. 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.

13. Time and method of the essence. For the purposes of this Loan Agreement, both time and method of payment shall be of the essence.

14. 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.

15. 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.

16. 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.

17. Execution of this Agreement. If the Borrower is a company, this form must be executed in accordance with the terms of its Memorandum and Articles of Association (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.

18. 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.

19. 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.

20. 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.

21. 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.

22. Severance. If at any time any provision of this Loan Agreement is held to be unenforceable, the remaining provisions shall nonetheless be enforceable.

23. 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.

24. 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.

25. 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.

26. Data Protection. The Lender shall be entitled and the Borrower hereby authorises and consents for the purposes of the Data Protection Act 1988 (as amended) (without the need for any further consent from or notice to the Borrower): (1) to the Lender providing any information concerning the Borrower to any (or to any proposed) assignee, transferee, or successor or their respective officers, employees, agents and advisers and to any other member of KBC Bank NV Group and their respective officers, employees, agents and advisers, including for the purposes of cross selling; and (2) to the Lender providing any information concerning the Borrower to any credit reference agency; (3) to the Lender making such enquiries about the Borrower as it from time to time, considers appropriate; and (4) to any of the above parties referred to in (1) above, sending the Borrower details of their products and services

27. 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.

28. 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.

29. 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 purported exercise of this power of attorney.

30. 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

31. Governing law. This Loan Agreement shall be governed by, and shall be construed in accordance with, the laws of Ireland.

32. 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.

33. 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.

34. 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.

35. 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. (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.

37. 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.

38. 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

39. 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. (iii) there is a valid, binding and enforceable partnership agreement in place between the members of the Borrower and that the entry into this Loan Agreement does not contravene any terms of the partnership agreement, any law or other contractual restrictions binding on the Borrower. These warranties are deemed to be given on acceptance of the Loan Agreement, on each day that interest is payable under the Loan Agreement, and on the date upon which any drawdown under the Loan Agreement is requested and on the date of each drawdown under the loan.

PROFESSIONAL FEES FINANCE LOAN AGREEMENT

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").

THE BANK OF YOU 

A. THE BORROWER

Name				Agreement No.	
Address				Company Registration No.	
				VAT No.	
Type of Business or Profession		Number of Years in Business		Business Tel.	
Country of Birth		Gender Male <input type="checkbox"/> Female <input type="checkbox"/>		Home Tel.	
Business Type: Sole Trader <input type="checkbox"/> Limited Company <input type="checkbox"/> Other <input type="checkbox"/> If other, please specify (e.g. Partnership) _____				Date of Birth	
Please complete for Borrower and Guarantor as applicable	Applicant 1		Applicant 2	Maiden Name (if applicable)	
Are you an Employee or Director of KBC Bank Ireland plc? YES <input type="checkbox"/> NO <input type="checkbox"/>	YES <input type="checkbox"/> NO <input type="checkbox"/>		YES <input type="checkbox"/> NO <input type="checkbox"/>	Place of Birth e.g. county/city	
If YES, please give details: _____				Nationality	
Please complete for Borrower and Guarantor as applicable					
Are you connected to an Employee or Director of KBC Bank Ireland plc? (For example a spouse, domestic partner or child). YES <input type="checkbox"/> NO <input type="checkbox"/>	Applicant 1 YES <input type="checkbox"/> NO <input type="checkbox"/>		Applicant 2 YES <input type="checkbox"/> NO <input type="checkbox"/>		
If YES, please give details: _____					

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				Date of Birth	
Address				Place of Birth e.g. county/city	
Capacity Director <input type="checkbox"/> Shareholder <input type="checkbox"/> Both <input type="checkbox"/> Other (Please Specify) _____				Nationality	
Name				Country of Birth	
Address				Date of Birth	
Capacity Director <input type="checkbox"/> Shareholder <input type="checkbox"/> Both <input type="checkbox"/> Other (Please Specify) _____				Place of Birth e.g. county/city	
If there are more than 2 Beneficial Owners, please provide the corresponding information for these individuals under separate cover.				Nationality	
				Country of Birth	

C. THE INITIAL LOAN (MINIMUM LOAN AMOUNT €3500)

The loan amount	€		Loan payable by	9 <input type="checkbox"/> 11 Monthly <input type="checkbox"/>
Interest	€		Instalments of	€
Total Amount Repayable €			The first instalment is payable by direct debit 14 days after drawdown of the loan. In addition an administration fee of €3.81 is payable monthly.	

See www.kbc.ie/pff for current rates

D. NATURE AND PURPOSE OF BUSINESS RELATIONSHIP

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. DATA PROTECTION NOTICE

For completion by the BENEFICIAL OWNER* / PARTNERSHIP / SOLE TRADER

(*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.)

Your Information: The details provided in this application form, together with any other information that is furnished to us in connection with this application and any associated loan, guarantee or other account(s) ("Information"), will be retained and processed by KBC Bank Ireland plc and its subsidiary companies ("we"/"us") for the following purposes:-

- processing and assessing the loan application(s);
- verifying the Information, including in the case of personal loans, contacting the employers or professional advisers of the applicants;
- conducting credit searches against the applicants prior to and during the term of any loan;
- administering any resulting loan(s), including for debt collection and enforcement purposes and as otherwise required for the performance of your loan agreement or any associated agreements;
- meeting our legal and compliance obligations (which include those relating to the prevention of money laundering, financing of terrorism and fraud);
- undertaking credit and other checks and making credit decisions;
- quality control and group reporting and management; and
- if you have consented, for marketing purposes.

Sensitive Data Consent: Sensitive personal data (such as health or criminal conviction data) will be obtained and processed only where necessary to process your application or account (e.g. life assurance).

By signing this form, you are explicitly consenting to the use, retention and reproduction of sensitive personal data for such purposes and you acknowledge that if you do not permit such processing, it will not be possible to provide you with certain services or products.

Disclosures: We may disclose Information in the following circumstances:

- to other companies within the KBC Bank Ireland Group;
- to our agents, advisers, service providers and contractors for the above purposes. These may include insurance, pension or investment companies with whom we have a contractual relationship;
- to credit reference agencies;
- to other persons connected with your account (e.g. guarantors, additional borrowers, company directors etc) and to your financial advisers or other intermediaries;
- in the context of any assignment, purchase or securitisation of your loan or in the context of a sale of our business; or
- where we are required by any regulatory body, law enforcement agency, court or other legal process.

Electronic Communications and Phone Calls: Your Information will be processed, recorded and retained by us in electronic form. You agree that KBC Bank may communicate with you electronically in relation to your accounts, and that it may rely on such electronic communications, records, originals and documents in any dealing with you. We may monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes.

Right of Access: You have the right to receive a copy of all personal data (within the meaning of the Data Protection Acts 1988 and 2003) relating to you which is held by us following a written request (for which a small fee will be charged) and to have any inaccuracies in your personal data corrected. You may be required to provide us with sufficient information to verify your identity and locate your data.

By signing below you confirm that you consent to the use of the Information in the manner described above and, if applicable, that you have obtained the consent of all other persons identified in the form or associated with the application or subsequent loan account.

Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y

F. 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.

G. FOR COMPLETION BY THE BENEFICIAL OWNER* / PARTNERSHIP / SOLE TRADER

(*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.)

Credit Reference Searching and Reporting

By signing this application, you acknowledge that, as part of its normal procedures, KBC Bank Ireland plc, the members of the KBC Bank NV Group and any of its successors may carry out searches against you and, where appropriate, your business or partnership, of the records held by credit reference agencies (including the Irish Credit Bureau) in connection with this review and will also supply information to them about you, your business or partnership. You should note that the credit reference agencies will keep, for a period of at least a year, a record that a search has been made, and they will inform anyone else carrying out a similar search of the other searches made against you, your business or partnership, in that period. By signing this application, you acknowledge that KBC Bank Ireland plc, the members of the KBC Bank NV Group and any of its or their successors may carry out searches of the record held by the credit reference agencies, and will supply information to such agencies in relation to you, your business or partnership, and in relation to the conduct of the relationship with you. KBC Bank Ireland plc, the members of the KBC Bank NV Group and any of its successors may use any information received as a result of a search to make credit decisions in relation to you, to help prevent fraud and to recover its guarantee.

Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y
Authorised Signatory		Date	d	d	m	m	y	y	y	y

H. SIGNED FOR AND ON BEHALF OF THE BORROWER FOR COMPLETION BY THE BORROWER

Name (Block capitals)		
Signature		Date d d m m y y y y
Name (Block capitals)		
Signature		Date d d m m y y y y

See clause 17 of the Standard Terms and Conditions.
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 by all borrowers – but for Corporate borrowers/partnerships, two authorised signatories must execute the Loan Agreement)

I. BOARD MINUTE FOR A CORPORATE BORROWER (LIMITED COMPANIES ONLY)

	Limited (the "Company")
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:	
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 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 d d m m y y y y

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.	
Provider of Services	Date d d m m y y y y
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 d d m m y y y y
Authorised Signatory	Date d d m m y y y y
Last Information Received	Date d d m m y y y y

L. COMPLAINTS PROCEDURE

We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly. If you have any complaint please telephone or write to PFF Manager, KBC Bank Ireland plc, Sandwith Street, Dublin 2. If you are dissatisfied with the outcome of our efforts to resolve your complaint you may refer your complaint to:-
Financial Services Ombudsman's Bureau, 3rd Floor, Lincoln House, Lincoln Place, Dublin 2
Lo Call: 1890 88 20 90, Tel: (01) 662 0899, Fax: (01) 662 0890, Email: enquiries@financialombudsman.ie

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 B above (the "Loan") in order to finance the payment of fees due to the provider of services (the "Provider of Services") named in Section C above for services rendered to the Borrower by the Provider of Services. In consideration of the Lender at its sole discretion accepting the proposal as set out above, the following terms and conditions shall apply:-

- 1. Advance of Loan.** The Lender is hereby irrevocably authorised and requested to advance the Loan directly to the Provider of Services in payment for the services rendered.
- 2. 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.
- 3. Interest.** The Borrower will pay interest on the loan, at the rate specified in Section B above.
- 4. Repayment.** The Borrower will repay the Lender the whole of the loan plus interest by the instalments specified in section B above.
- 5. Default Interest.** The Borrower will pay interest (payable on demand) on any overdue instalments at the rate of 2% per month or part thereof.
- 6. Fees and Charges.** The Borrower shall pay to the Lender an administration fee of €3.81 per month, or part thereof, for so long as any amounts in connection with the Loan (including, without limitation, amounts of principal, interest, charges, costs and expenses) remain outstanding and such administration fee shall be collected by the Lender in conjunction with the monthly instalments repaying the loan. In addition, 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).
- 7. 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.
- 8. 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.
- 9. Disclosures between the Lender and Provider of Services.** The Borrower irrevocably authorises the Lender and the Provider of Services to consult with each other and to provide information to each other as they may consider appropriate in connection with this Loan Agreement.
- 10. 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:
 - a) If he defaults in the payment of any sum due in connection with the Loan or if he 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
 - b) if any warranty, statement or representation made by him to the Lender is untrue in any material respect; or
 - c) if he breaches any other obligation to the Lender; or
 - d) 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
 - e) 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
 - f) if a distress or execution is levied upon or effected against any of his property; or
 - g) 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
 - h) if he stops payment of his debts or ceases or threatens to cease to carry on his business; or
 - i) if he enters into an agreement or composition with his creditors, without the prior approval in writing of the Lender; or
 - j) 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
 - k) 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
 - l) 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
 - m) if the Provider of Services shall notify the Lender of its intention to terminate its agreement and indemnity with the Lender; or
 - n) if the Borrower or the Provider of Services is a partnership and any of the foregoing events or analogous event occurs in relation to any one or more of its partners.
- 11. 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.

- 12. 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.
- 13. Time and method of the essence.** For the purposes of this Loan Agreement, both time and method of payment shall be of the essence.
- 14. 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 cost or reduction in profit.
- 15. 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.
- 16. 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.
- 17. Execution of this Agreement.** If the Borrower is a company, this form must be executed in accordance with the terms of its Memorandum and Articles of Association (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.
- 18. 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.
- 19. 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.
- 20. 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.
- 21. 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.
- 22. Severance.** If at any time any provision of this Loan Agreement is held to be unenforceable, the remaining provisions shall nonetheless be enforceable.
- 23. 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.
- 24. 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.
- 25. 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.
- 26. Data Protection.** The Lender shall be entitled and the Borrower hereby authorises and consents for the purposes of the Data Protection Act 1988 (as amended) (without the need for any further consent from or notice to the Borrower): (1) to the Lender providing any information concerning the Borrower to any (or to any proposed) assignee, transferee, or successor or their respective officers, employees, agents and advisers and to any other member of KBC Bank NV Group and their respective officers, employees, agents and advisers, including for the purposes of cross selling; and (2) to the Lender providing any information concerning the Borrower to any credit reference agency; (3) to the Lender making such enquiries about the Borrower as it from time to time, considers appropriate; and (4) to any of the above parties referred to in (1) above, sending the Borrower details of their products and services
- 27. 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.
- 28. 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.

- 29. 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 purported exercise of this power of attorney.
- 30. 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
- 31. Governing law.** This Loan Agreement shall be governed by, and shall be construed in accordance with, the laws of Ireland.
- 32. 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.
- 33. 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.
- 34. 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.
- 35. 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. (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.
- 37. 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.
- 38. 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
- 39. 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. (iii) there is a valid, binding and enforceable partnership agreement in place between the members of the Borrower and that the entry into this Loan Agreement does not contravene any terms of the partnership agreement, any law or other contractual restrictions binding on the Borrower. These warranties are deemed to be given on acceptance of the Loan Agreement, on each day that interest is payable under the Loan Agreement, and on the date upon which any drawdown under the Loan Agreement is requested and on the date of each drawdown under the loan.

