

5 Expenses and Indemnities

Subject to the Business Current Account terms and conditions:

- 5.1 The Borrower will, on demand pay to or reimburse the Bank on a full indemnity basis for all legal, valuation, documentation and other fees, costs and expenses (including any applicable VAT) incurred by the Bank in connection with the Relevant Documents, including in respect of any amendment of any Relevant Document or any waiver, enforcement or preservation of the Bank's rights under any Relevant Document.
- 5.2 The Borrower will indemnify the Bank, on demand, for any expense, loss or liability incurred by the Bank as a consequence of any failure by the Borrower to comply with its obligations under this letter or any other Relevant Document.
- 5.3 If, for any reason, any amount payable under this letter is paid or recovered (including by way of set-off) in a currency other than that in which it is required to be paid the Borrower will indemnify the Bank on demand against (1) the full cost incurred by the Bank of converting that sum into the currency in which it is required to be paid at the prevailing rate of exchange as the Bank determines appropriate and (2) any shortfall in the amount to be paid under this letter following the application of such converted sum.

6 Transfer and Disclosure

- 6.1 The Borrower may not assign, transfer or otherwise deal with any of its rights or obligations in respect of this letter or the Loan or any other Relevant Document.
- 6.2 The Bank may (1) assign any of its rights or benefits and/or (2) transfer by novation any of its obligations, under this letter or any other Relevant Document to another bank or financial institution or to a trust, fund or other entity which is regularly engaged in or established for the purpose of making, purchasing or investing in loans, securities and other financial assets or to any other person or persons and/or (3) otherwise deal with its rights, benefits and/or obligations under this letter or any other Relevant Document, in whole or in part.
- 6.3 The Bank may enter into any sub-participation or any trust or contractual arrangement (or any other transaction under which payments are to be made by reference to this letter, any other Relevant Document or any Relevant Person) with any person in relation to this letter or any other Relevant Document.
- 6.4 The Bank may disclose any information obtained at any time from whatever source relating to any Relevant Person, the Facilities or any Relevant Document to (1) any of its associated companies (2) any actual or prospective assignee, transferee or participant, or persons with whom the Bank enters into any such dealings (3) its auditors, advisers or applicable regulatory authorities, rating agencies and investors or any other person who enters or proposes to enter into any transaction with the Bank in relation to this letter or any other Relevant Document (4) any other person in connection with a securitisation of all or any part of the Bank's rights under this letter or any other Relevant Document or (5) anyone who needs such information in respect of such assignment, transfer, dealing or securitisation.