

## GENERAL TERMS AND CONDITIONS OF ASSIGNMENT OF RECEIVABLES

### **Definitions and interpretation**

1. In these General Terms and Conditions of Assignment of Receivables (the “**Terms**”), unless the context otherwise requires, capitalised terms used herein shall have the meanings given to them in any Receivable Assignment Agreement (as defined below) and:
  - 1.1 “**Additional Rights**” means any personal or in-kind rights that guarantee payment of the assigned Receivables, including the security interests established on goods, guarantees, and credit insurance.
  - 1.2 “**Assigned Agreements**” means, in relation to a Receivable Assignment Agreement, the agreements, if any, listed in the schedule to that Receivable Assignment Agreement as amended, novated, restated, supplemented or otherwise varied from time to time.
  - 1.3 “**Assigned Assets**” means the Receivables and the Additional Rights.
  - 1.4 “**Assignor**” has the meaning given in the relevant Receivable Assignment Agreement.
  - 1.5 “**Borrower**” has the meaning given in the relevant Finance Document.
  - 1.6 “**Counterparty**” means any person or entity obliged to pay a Receivable to the Assignor and/or who has entered into an Assigned Agreement with the Assignor.
  - 1.7 “**Enforcement Event**” means:
    - (i). if the relevant Finance Document contains events of default, the occurrence of an event of default; or
    - (ii). if the relevant Finance Document does not contain events of default, the Bank’s written demand.
  - 1.8 “**Finance Document**” means the applicable terms and conditions of any credit facility issued to the Borrower by the Bank.
  - 1.9 “**Receivable Assignment Agreement**” means any receivable assignment agreement between the Bank and the Assignor to which these Terms relate.
  - 1.10 “**Receivables Law**” means Federal Decree Law No. 16 of 2021 on Factoring and Transfer of Receivables (as amended, supplemented or replaced from time to time).
  - 1.11 “**Receivables**” means:
    - (i) all monies and amounts due or payable to the Assignor by a Counterparty;
    - (ii) any monies or proceeds paid or payable deriving from an Assigned Agreement; and
    - (iii) any pecuniary awards or judgments in favour of the Assignor in relation to an Assigned Agreement.
  - 1.12 “**Register**” has the meaning given to that term in the Receivables Law and includes any replacement register.
  - 1.13 “**Secured Liabilities**” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of the Borrower to the Bank under the Finance Documents (including, without limitation, all obligations and liabilities arising out of any extension, variation, modification, restatement or novation of such Finance Documents whatsoever)

### **Provisions relating to assignment**

2. The assignment contemplated by a Receivable Assignment Agreement:
  - 2.1 is a continuing first priority assignment for the payment, discharge and performance of all the Secured Liabilities and will extend to the ultimate balance of all sums payable under the Finance Documents regardless of any intermediate payment or discharge in whole or in part; and
  - 2.2 is in addition to any other recourse or security the Bank has now or might have in the future in respect of the relevant Secured Liabilities.

### **Rights relating to Assigned Assets**

3. The Assignor and the Bank agree that:
  - 3.1 the provisions of Article 20(1)(b) of the Receivables Law shall not apply to the assignment created by a Receivable Assignment Agreement and the Assignor must promptly transfer any Assigned Assets received by it to the Bank;
  - 3.2 the assignment of Assigned Assets originating from Assigned Agreements specified under a Receivable Assignment Agreement shall not be discharged pursuant to Article 15(1) of the Receivables Law if the Assignor has collected the Assigned Assets from the Counterparty prior to the date on which the Counterparty has received a notice of assignment in accordance with paragraph 4 below; and
  - 3.3 the provisions of Article 18(2)(b) of the Receivables Law shall not apply to an assignment created by a Receivable Assignment Agreement and the Assignor shall not, without the prior written consent of the Bank, agree to or permit any agreement to be concluded between the Assignor and the Counterparty to the extent such agreement relates to the Assigned Assets.

### **Notices and acknowledgments**

4. The Assignor shall:
  - 4.1 give notice of the creation of the assignment in a form agreed with the Bank to each applicable Counterparty;
  - 4.2 ensure that the notice of assignment provided to a Counterparty confirms the waiver under Article (16) of the Receivables Law in respect of such Counterparty's right to set off the Assigned Assets against any dues owed to the Counterparty by Assignor;
  - 4.3 as soon as reasonably practicable, provide the Bank with evidence that notice has been provided to each Counterparty in accordance with paragraph (4.1) above;
  - 4.4 procure that the Bank receives a duly completed acknowledgement from each applicable Counterparty in a form agreed with the Bank; and
  - 4.5 indemnify the Bank to the fullest extent possible against any loss incurred by the Bank due to a breach of the Assigned Agreements caused by the notice being provided to the Counterparty under this paragraph (4).

If the Bank is the Counterparty, any such notice shall be deemed to be given to, and acknowledged by, the Bank by it entering into the Receivable Assignment Agreement.

### **Registration**

5. The Assignor shall immediately on demand reimburse the Bank for any costs and expenses incurred by the Bank in connection with the registration (or amendment to a registration) of the assignment created by a Receivable Assignment Agreement in the Register.
6. The Assignor shall not:
  - 6.1 object to, or take any action to object to, or challenge the effectiveness or validity of, the registration of the Receivable Assignment Agreement in the Register; or
  - 6.2 take any steps to amend, cancel or remove the registration of the Receivable Assignment Agreement in the Register.
7. The Assignor waives any right:
  - 7.1 of objection to registration of any Receivable Assignment Agreement in the Register;
  - 7.2 to be notified by the Bank on enforcement of any Receivable Assignment Agreement or procedures of execution against the Assigned Assets;
  - 7.3 of termination of the assignment constituted by any Receivable Assignment Agreement that it may have under the Receivables Law; and
  - 7.4 to claim indemnification from the Bank under the Receivables Law for any failure by the Bank to strike off the Register any Receivable Assignment Agreement.

### **Representations and Undertakings**

8. In respect of the Assigned Assets, the Assignor:
  - 8.1 represents that it has full capacity to dispose of the Assigned Assets and is duly authorised to create and grant the assignment contemplated by any Receivable Assignment Agreement;
  - 8.2 confirms that there is no restriction on the transfer of the Assigned Assets to the Bank and to the extent such restriction exists, the Assignor shall promptly notify the Bank and ensure that such restriction is waived by the Counterparty;
  - 8.3 undertakes not to lend, sell, assign or otherwise dispose of or deal with any of the Assigned Assets, except as permitted under the relevant Finance Documents;
  - 8.4 undertakes not to take any action which may adversely affect the Bank's interest in the Assigned Assets;
  - 8.5 undertakes not to do or permit any act or thing to be done that may delay, prevent or adversely affect the recovery of any monies payable under a Receivable Assignment Agreement; and
  - 8.6 undertakes to promptly provide the Bank with a copy of any order, direction, requisition, notice or other communication in respect of any Assigned Asset whether issued by an authority or any other person.

### **Exercise of rights of enforcement**

9. Upon the occurrence of an Enforcement Event, the Bank shall be entitled, without court order and without giving prior notice to the Assignor or obtaining the consent of the Assignor to exercise all the rights and remedies of an assignee pursuant to the Receivables Law in relation to the Assigned Assets.

### **No liability**

10. The Bank shall not be liable for any losses (including loss of profits or losses arising from changes in the exchange rates) arising out of or in connection with the exercise or purported exercise of any of its rights under a Receivable Assignment Agreement nor for any omissions of any nature whatsoever in connection with any Assigned Asset other than as may be due to the gross negligence or wilful default of the Bank.
11. Nothing in paragraph 10 shall operate as a limit or exclusion of the Bank's liability in respect of a duty owed by the Bank to the Assignor under applicable law, other than as permitted by applicable law.

### **Enforcement**

12. At any time after the occurrence of an Enforcement Event, the Bank shall have all the remedies, rights, powers, authorities and discretions conferred under the Receivables Law as assignee, as varied and extended by a Receivable Assignment Agreement, and these shall be immediately exercisable in such manner as the Bank deems fit.
13. The power to acquire an Assigned Asset to enforce any part of the assignment over it created under a Receivable Assignment Agreement and to separate it from any other affixed property and sell it at the market price, without reference to the court, as varied and extended by the relevant Receivable Assignment Agreement) shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on the execution date of the relevant Receivable Assignment Agreement. Such power shall be exercisable in accordance with paragraph 12 above.
14. If the Bank is required to value any Assigned Asset for the purposes of paragraphs 11 and 12 above, the value shall be the face value of the cash payable under that Assigned Asset at the time of appropriation, execution or enforcement as converted, where necessary, into the currency in which the Secured Liabilities are denominated at a market rate of exchange prevailing at the time of appropriation, execution or enforcement selected by the Bank. The Bank and the Assignor agree that the methods of valuation set out in this paragraph 14 are commercially reasonable.
15. The Bank has the right to do anything else it may deem fit for the preservation and/or realisation of any part of the Assigned Assets or incidental to the exercise of any of the rights conferred on the Bank under or by virtue of any Finance Document or as conferred by the Receivables Law.
16. The Assignor confirms that a Receivable Assignment Agreement constitutes notice to the Assignor of, and the Assignor irrevocably consents to, and authorises the Bank to have and to take any actions relating to, all the remedies, rights, powers, authorities and discretions conferred by the Receivables Law on assignees, as varied and extended by the relevant Receivable Assignment Agreement.

**Delegation**

17. The Bank may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under a Receivable Assignment Agreement. Any such delegation may be made upon terms (including the power to sub-delegate) the Bank deems fit.
18. The Bank will not in any way be liable or responsible to the Assignor for any loss, liability, cost, claim, action, demand or expense incurred or arising from any act, default, omission or misconduct on the part of any delegate.
19. References in a Receivable Assignment Agreement to the Bank shall be deemed to include references to any delegate of the Bank.

**Immediate recourse**

20. The Assignor waives any right it may have of first requiring the Bank to proceed against or enforce any other rights or security or claim payment from any person before the Bank exercises its rights under a Receivable Assignment Agreement. This waiver applies irrespective of any law or any provision of the Finance Documents to the contrary.

**Further Assurance**

21. The Assignor shall promptly do all such acts or execute all such documents (including assignments, transfers, notices and instructions) as the Bank may specify (and in such form as the Bank may reasonably require in favour of the Bank or its nominee(s)) to create, perfect and maintain the assignment created by a Receivable Assignment Agreement and/or to facilitate the realisation of any Assigned Asset.

The Assignor confirms having read, understood and agreed to the above Terms.

**[EXECUTED BY  
The Assignor**

\_\_\_\_\_  
*[insert name of Assignor]*

Date: \_\_\_\_\_]¹

**[EXECUTED BY  
The Assignor**

\_\_\_\_\_  
*[insert name of authorised signatory]*  
*[insert title of authorised signatory]*  
for and on behalf of  
***[insert full legal name of Assignor]***

Date: \_\_\_\_\_]²

\_\_\_\_\_  
¹ Delete if the Assignor is a corporate.

² Delete if the Assignor is an individual.