

10/05/2020

Bounce Back Loan Agreement

Fixed Rate Loan

THIS IS AN IMPORTANT LEGAL DOCUMENT THAT YOU SHOULD READ IN ITS ENTIRETY USING A DEVICE WITH A LARGE SCREEN, SUCH AS A LAPTOP, TABLET OR SIMILAR DEVICE. WE RECOMMEND THAT YOU OBTAIN INDEPENDENT LEGAL ADVICE AND MAKE SURE YOU UNDERSTAND THIS DOCUMENT BEFORE YOU ENTER INTO IT.

YOU ARE RESPONSIBLE FOR REPAYING THE WHOLE OF THIS LOAN AT ALL TIMES. WE WILL ALWAYS TRY TO RECOVER THE FULL AMOUNT OF THE LOAN FROM YOU.

We are pleased to offer you a committed sterling term loan facility (the **Facility**). This agreement (the **Agreement**) sets out the terms that apply to the Facility.

This Agreement is between **Europe Copper Ltd** ('you' and 'your') and HSBC UK Bank plc ('us', 'we' and 'our') or another entity that we transfer our rights and/or obligations to under this Agreement.

1. What we are providing and what it will cost you

The details of this Facility are:

Facility Amount	£ 50000 (the Facility Amount).
Currency	Sterling
Purpose	<p>You will only use the loan we provide under this Facility (the Loan) for the purpose of providing economic benefit to your business including, but not limited to, working capital or investing in your business.</p> <p>In addition, if you are a charity the Loan may also be used for the purpose of furthering the charitable activities of the charity.</p>
Drawdown	<p>On the date you accept this Agreement (the Acceptance Date) you confirm to us that you wish to draw down the Loan as soon as possible and that the proceeds should be credited to the following account:</p> <p style="text-align: center;">Urope Copper Limited</p> <p style="text-align: center;">61826832</p> <p style="text-align: center;">402220</p> <p>Once you have accepted this Agreement this request cannot be amended and draw down of an amount equal to the Facility Amount will take place automatically without you taking any further action.</p>

Cancellation	We may cancel the Facility and require you to pay all amounts outstanding under the Facility if it becomes unlawful for us to comply with this Agreement or to provide the Facility.
Repayments	<p>You are responsible for paying back the money you owe us.</p> <p>You won't need to make any repayments of capital for the first 12 months after the date you draw down the Loan.</p> <p>You also won't need to make any repayments of interest for the first 12 months after the date you draw down the Loan. This is because you have agreed to the business interruption payment (the BIP) offered by the UK Government. The BIP will cover those interest payments on your behalf for that period.</p> <p>Your first repayment will be made on the date 13 month(s) after the date you draw down the Loan and you will repay the Loan in 59 monthly instalments of £ 887.37 (inclusive of capital and interest). You will then make a final repayment of £ 887.25 on the Final Repayment Date.</p> <p>Once you have made a repayment or prepayment you cannot redraw that amount of the Loan that was repaid or prepaid. By prepayment we mean voluntary prepayment as set out below.</p> <p>We may change the amount of your repayment instalments if you make a prepayment.</p> <p>In any event you must pay us all outstanding amounts under this Facility (including accrued interest) by the Final Repayment Date.</p>
Interest	The repayment amount and timing of each instalment is based on a fixed interest rate of 2.5% payable on the outstanding principal amount of the Loan and applicable until the Final Repayment Date.
Final Repayment Date	The date 72 months from the date of the drawdown of the Loan.
Voluntary Prepayments	<p>You can prepay the Loan, or any part of it, at any time if:</p> <p>(a) you give us at least 10 business days' written notice; and</p> <p>(b) you also pay us all accrued interest on the amount prepaid.</p>

Your total indicative costs for the first 12 months following drawdown of the Loan, which will be covered by the BIP, will be £ 1,250.00 .

2. What we need from you

We will allow you to draw down the Loan if:

- (a) you have accepted this Agreement
- (b) you have returned to us, on the Acceptance Date, a completed direct debit mandate as set out in Schedule 1;
- (c) you have returned to us, on the Acceptance Date, the form of information declaration provided to you by us, duly signed, dated and completed without any amendments or variations; and
- (d) no Event of Default is continuing or would result from the making of the Loan.

By **Event of Default** we mean any of the events set out in clause 6 of this Agreement.

An Event of Default is **continuing** if it has not been waived by us.

3. About the Bounce Back Loan Guarantee

(a) Bounce Back Loan Scheme Guarantee

This Facility is supported by the Bounce Back Loan Scheme (**BBLs**), managed by the British Business Bank on behalf of, and with the financial backing of, the Secretary of State for Business, Energy and Industrial Strategy.

We can only make the Loan available to you if we receive a guarantee from the UK Government under BBLs (the **BBLs Guarantee**). The BBLs Guarantee provides us with a full guarantee, should you default on repaying this Loan.

(b) Your responsibility for the repayment of the Loan

The BBLs Guarantee is provided to us and not to you. **You remain responsible for repaying the whole of this Loan at all times** and if you fail to do so this may negatively affect your credit score or rating with credit rating agencies.

(c) Obligations on us

We have agreed in connection with the BBLs to certain obligations in respect of our relationship with you, including making certain information available to you in relation to the Loan. For more information, refer to <https://www.business.hsbc.uk/en-gb/finance-and-borrowing/credit-and-lending/bounce-back-loan-scheme> which includes details of our complaints handling procedure and your right to complain to the Financial Ombudsman Service.

4. Your confirmations to us

You make the following representations and warranties to us on: (i) the date that you accept this Agreement; (ii) the date on which you make a drawdown; and (iii) each date you make a payment of capital and/or interest to us:

- (a) no Event of Default is continuing or would result from the making of the Loan;
- (b) your obligations under this Agreement are legal, valid and binding;
- (c) you have the power to enter into, perform and deliver, and have taken all necessary action to authorise your entry into, performance and delivery of this Agreement;
- (d) all declarations made by you in your application form for this Loan are true, complete and accurate and have not become misleading or incorrect;
- (e) 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 are part of a wider group of entities, any member of your group;
- (f) you have conducted your business in compliance with applicable anti-corruption laws and have instituted and maintained policies and procedures designed to promote and achieve compliance with such laws;
- (g) neither you, nor any of your subsidiaries, directors, trustees, members, partners, officers, employees, agents or affiliates (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;
- (h) you are acting for your own account, and you have made your own independent decision to enter into this Agreement and as to whether the terms and conditions contained in this Agreement are appropriate or proper for you based upon your own judgement and upon advice

from such advisers as you have deemed necessary. You are not relying on any communication (written or oral) from us as advice or as a recommendation to enter into this Agreement;

- (i) you are capable of understanding, and understand and accept the terms, conditions and risks of this Agreement;
- (j) you are freely entering into this Agreement; and
- (k) that, if you are a partnership, no person has taken any step (a) which could result in your termination or dissolution; or (b) to terminate any document or agreement constituting you.

What are Sanctions?

Sanctions means any counter-terrorism legislation or any international economic or trade sanctions adopted, administered or enforced by the United Nations Security Council (the Council as a whole or its individual members), the Office of Foreign Assets Control of the U.S. Department of the Treasury (OFAC), the U.S. Department of Commerce Bureau of Industry and Security, the US Department of State, the European Union (the Union as a whole or its member states), Hong Kong or the United Kingdom.

5. What you agree to do

We expect you to run your business in a commercially prudent manner and keep the nature of your business the same as it is was at the date you made the application for the Loan. We also expect you to:

- (a) give us any information we reasonably request including information about your financial position, trading activities or anything we need to satisfy our 'know your customer' requirements; and
- (b) tell us if you breach this Agreement or if there is an Event of Default.

You also confirm to us that:

- (a) you will not use, and you will make sure that, as applicable, if you are part of a wider group of entities, no other member of your group, or any of its or your directors, trustees, partners, members or shareholders 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, and you will make sure that, as applicable, if you are part of a wider group of entities, no other member of your group, or any of its or your directors, trustees, members, partners or shareholders will, directly or indirectly, use the Facility or lend, contribute or otherwise make available the Facility to any 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;
- (c) you will use the Loan wholly for business purposes or if you are a charity, for furthering the charitable activities of the charity and not personal purposes, and that you will not use the proceeds of the Loan for new investments in fixed assets that do not constitute replacement assets; and
- (d) if you are a partnership, you will not, without our consent, allow any partner to resign or appoint a new partner.

6. Events of Default

If any Event of Default occurs then we may:

- (a) cancel all or part of the Facility and we will have no further obligations to you;
- (b) demand immediate repayment of all amounts due to us under the Facility; and/or
- (c) declare that all or any part of the Loan is repayable on demand,

but we will give you advance notice and (unless the problem cannot be fixed) the opportunity to fix the problem before taking any of these steps.

An Event of Default will occur if:

- (a) you do not pay any amount due to us under this Agreement when due, unless there has been a technical error in making the payment and it is made within 3 business days;
- (b) any of the representations and warranties you make to us under this Agreement is or becomes materially misleading or incorrect;
- (c) you breach any provision of this Agreement (other than those referred to in paragraphs (a) to (b) above) unless the breach can be remedied and is remedied within 10 business days of the earlier of you becoming aware of the breach and us notifying you of the breach;
- (d) any of the following events occur:
 - (i) you, or, if you are 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, or, if you are part of a wider group, any member of your group enters into, or seeks or proposes, any composition or voluntary arrangement with your or their creditors or scheme of arrangement of your or their affairs;
 - (iii) any action is taken or any court order is made which adversely affects the whole or a material part of your assets or, if you are part of a wider group, assets of a member of your group; or
 - (iv) an act, whether by you or another person, which either amounts to, or could directly result in, a formal step being taken for the receivership, administration, bankruptcy, liquidation, dissolution or analogous proceedings of, or in respect of, you or, if you are part of a wider group, any member of your group;
- (e) you, or if you are part of a wider group, any member of your group, terminates or transfers the whole or a substantial part of its business;
- (f) it becomes unlawful for you to comply with this Agreement or any of your obligations under this Agreement cease to be legal, valid and binding; or
- (g) if you are a registered charity, (i) the Charity Commission for England and Wales takes any enforcement action against you, (ii) an interim manager is appointed by the Charity Commission for England and Wales in respect of you, or (iii) you cease to be a charity registered with the Charity Commission for England and Wales.

Please note that, if you are a partnership, it will be an Event of Default if any of the events or circumstances listed in paragraphs (a) to (f) above occurs in respect of any partner.

7. Indemnity

You agree to indemnify us on demand against any costs or losses that we incur because of a breach by you of this Agreement and/or a change in (or in the interpretation, administration or application of), or the introduction of, a law or regulation.

8. Payments

- (a) You must make all payments in cleared funds, without any deduction or withholding, on the due date for payment or, if that day is not a business day, on the next business day.
- (b) If you are required by law to make any deduction or withholding from a payment, you will promptly pay to us additional sums that will make up the sum owed to us.

9. Interest

We will calculate interest on a daily basis:

- (a) from the date the Loan is drawn down until the date the Loan is fully repaid; and
- (b) on the basis of a 365 day year.

You will pay us interest in arrears, at the rate specified in this Agreement, on the dates you have agreed with us above (you can ask us what these rates or dates are at any time).

10. Existing Security

To the extent that we hold any security in respect of liabilities you may owe to us from time to time, we confirm that any liabilities you owe to us under this Agreement will not be secured by that security.

11. Joint borrowers

If you consist of two or more persons:

- (a) they will be jointly and severally liable to us for the Loan and for any other moneys from time to time owing to us in respect of the Loan;
- (b) the Event of Default provisions will apply if any Event of Default occurs in respect of any one of such persons;
- (c) any notice given to any one of them under this Agreement will be notice to all of them; and
- (d) if at any time any one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable against any one or more of them, it will remain enforceable against the others as if it had been addressed to only to those others.

12. Set-off

If you have money in one of your accounts (except for trust, client or joint accounts), we may set it off against any amount you owe us which is due for payment on other accounts (including money you owe on a joint account) so it reduces or repays the amount you owe us. We'll only do this with accounts in your name and after we have checked that you have enough left in your accounts to cover essential living costs.

13. Transfer

You can't transfer any of your rights and obligations under this Agreement.

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

14. Sharing information

If we make a reasonable request for information, you must give it to us as soon as possible. If you don't, or we suspect fraudulent or criminal activity of any kind:

- (a) we might try to obtain it from another source; and/or
- (b) we can terminate the Facility, demand repayment of the Loan, and/or suspend access to services.

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 www.business.hsbc.uk/legal).

You consent to us sharing any information about you, the Facility and/or this Agreement with:

- (a) any person that we might transfer or have transferred our rights to under this Agreement 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 this Agreement or any person who might or does invest in or finance such a transaction;
- (b) any member of the HSBC Group, being HSBC Holdings plc and its subsidiary companies from time to time;
- (c) any rating agency or other person that we have to send that information to under any applicable law or regulation or where requested by a regulatory authority or by the rules of a stock exchange or in connection with any litigation or similar proceedings; and
- (d) any employees, officers, directors, affiliates, auditors or professional advisers of any of the above persons.

15. Compliance with laws and regulations

In the event we reasonably consider that the performance of any part of this Agreement would cause us to breach any law or regulation, we will not be required to perform that part of this Agreement nor will we be liable to you in any way for not performing it.

16. What laws apply to this Agreement?

This Agreement and any non-contractual obligations are governed by the laws of England and Wales and you and we both agree that the courts of England and Wales have exclusive jurisdiction to determine any dispute arising out of or in connection with this Agreement.

17. Some final useful information about the Facility

- (a) Please also note the following terms that apply to the Facility:

If you need to contact us in connection with the Facility you can find our contact details at <https://www.business.hsbc.uk/en-gb/contact-us>.

- (b) We'll contact you, using the most recent address (postal or email) you have given us. You must let us know as soon as possible if your contact details change.
- (c) Please note that, if you are a partnership, this Agreement will remain in force (subject to each of our right to terminate) even if you change the name of the partnership, new partners join or current partners leave.
- (d) If we agree with you to amend any term of this Agreement any amendment will only be effective if in writing and signed by both of us.

18. Right of appeal to lending conditions

You may have a right to appeal against the terms and conditions that we have offered. See the Lending Appeals Guide page on the Bank's website (currently <http://www.business.hsbc.uk/en-gb/contact-us/contact-us-appeals-for-borrowing-page>) for details.

19. How to make a complaint

- (a) If you have a complaint, please contact us using the details below. We'll send you a written acknowledgement within five business days and keep you informed of our progress.

You can contact us:

- At Branch: You can visit a branch and speak to our dedicated members of staff face to face
- By Telephone: You can give us a call on 03457 606060 (+44 1226 260878)
- Online: You can email us at customer.care.team@hsbc.com. Alternatively customers can complete our [online complaint form](#)
- By Letter You can write to us at the following address:
- Customer Care Team
HSBC UK
PO Box 6125
Coventry
CV3 9GW

- (b) If you are not happy with the way that we deal with your complaint, you may be able to refer your complaint to the Financial Ombudsman Service by writing to Financial Ombudsman Service, Exchange Tower, London E14 9SR, calling 0800 023 4 567 or 0300 123 9 123 or through the Financial Ombudsman Service website at www.financial-ombudsman.org.uk.
- (c) As at the date of this Agreement, we don't use any alternative dispute resolution services. We are not part of any alternative dispute resolution scheme. If we join any voluntary complaints handling, resolution or other alternative dispute resolution scheme in the future, you agree that this Agreement will not be subject to its jurisdiction.

20. This Agreement

This Agreement constitutes the whole and only agreement between you and us relating to the subject matter of this Agreement and supersedes any previous agreement, whether express or implied. By accepting this Agreement you accept that:

- (a) we have made no recommendation or given any advice to you in respect of this Agreement;
- (b) we have not undertaken any form of credit, suitability or affordability checks and we accept no responsibility or duty of care for your decision to borrow; and
- (c) we are not acting as fiduciary for, agent of, or as an adviser to you.

To accept this Agreement, please sign this Agreement where indicated below. If you do not sign this Agreement within 10 business days from the date specified on the front page, the offer set out in this Agreement will lapse.

This Agreement may be signed by electronic signature (as defined in the Electronic Communications Act 2000) and shall have the same legal effect, validity and enforceability as if signed by hand written signature to the extent and as provided for in any applicable law (including the Electronic Communications Act 2000).

We can each sign different copies of this agreement and these copies will, together, form a single agreement.

Signed for and on behalf of **HSBC UK Bank plc**.

Signed:

A handwritten signature in black ink, appearing to read 'P.A. McIntyre'.

Peter McIntyre

By signing this Agreement the signatory below confirms that s/he has the necessary power and authority to do so for and on behalf of you and to bind you to the terms of this Agreement.

Signed: 

A handwritten signature in blue ink, appearing to read 'Neil Corke'.

Email: neil.corke@falkcoppercookware.com

Date: May 10, 2020

BCIN number: **1088485707** (for internal use only)



SCHEDULE 1 – DIRECT DEBIT MANDATE

Direct Debit Instructions

Please use the Direct Debit form below to set up regular payments.

Please note that any subsequent changes must be received by HSBC UK Bank plc at least 8 business days before the next collection date.



Instructions to your Bank or Building Society to pay by Direct Debit

Please fill in the whole form:

To: The Manager	Bank/Building Society
Address HSBC Bank	
84 New Road	
Gravesend	Postcode DA11 0AS

Name(s) of Account Holder(s)

Europe Copper Limited

Bank/Building Society account number

6	1	8	2	6	8	3	2
---	---	---	---	---	---	---	---

Branch Sort Code

4	0	2	2	2	0
---	---	---	---	---	---

Originator's Identification Number

5	9	9	9	3	9
---	---	---	---	---	---

Reference

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

Instructions to your Bank or Building Society

Please pay HSBC UK Bank plc Direct Debits from the account detailed on this Instruction subject to the safeguards assured by the Direct Debit Guarantee scheme. I understand that this information may remain with HSBC Bank UK plc and, if so, details may be passed electronically to my Bank or Building Society.

Signature(s) of account holder(s)

[Handwritten signature]

May 10, 2020

The Direct Debit Guarantee



- This Guarantee is offered by all banks and building societies that accept instructions to pay Direct Debits.
- If there are any changes to the amount, date or frequency of your Direct Debit, HSBC UK Bank plc will notify you 10 working days in advance of your account being debited or as otherwise agreed. If you request HSBC UK Bank plc to collect a payment, confirmation of the amount and date will be given to you at the time of the request.
- If an error is made in the payment of your Direct Debit, by HSBC UK Bank plc or your bank or building society, you are entitled to a full and immediate refund of the amount paid from your bank or building society.
- If you receive a refund you are not entitled to, you must pay it back when HSBC UK Bank plc asks you to.
- You can cancel a Direct Debit at any time by simply contacting your bank or building society. Written confirmation may be required. Please also notify us.

