

CONFORMED COPY

**ISSUER DISTRIBUTION
ACCOUNT BANK AGREEMENT**

24 APRIL 2013

**DELAMARE CARDS MTN ISSUER PLC
(Issuer)**

**HSBC BANK PLC
(Account Bank)**

**TESCO PERSONAL FINANCE PLC
(TPF, Cash Manager and Bank Account Operator)**

and

**THE BANK OF NEW YORK MELLON
(Note Trustee)**

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THIS AGREEMENT is made on 24 April 2013

BETWEEN:

- (1) **DELAMARE CARDS MTN ISSUER PLC**, a public limited company incorporated in England & Wales on 22 July 2008 with company number 6652499 and having its registered office at 20 Churchill Place, Canary Wharf, London E14 5HJ (**Issuer**);
- (2) **HSBC BANK PLC**, with registered number 00014259, acting through its branch at 8 Canada Square, London E14 5HQ (including its successors, the **Account Bank**);
- (3) **TESCO PERSONAL FINANCE PLC**, a public limited company incorporated in Scotland with company number SC173199 and having its registered office at Interpoint Building, 22 Haymarket Yards, Edinburgh EH12 5BH (**TPF**, the **Cash Manager** and the **Bank Account Operator**); and
- (4) **BANK OF NEW YORK MELLON**, acting through its London Branch at One Canada Square, London E14 5AL (as **Note Trustee**, which expression shall include the trustee or co-trustees and its successors as Note Trustee pursuant to the Note Trust Deed as hereinafter defined).

WHEREAS:

- (A) TPF has issued and will from time to time issue credit cards within the United Kingdom, and TPF may, from time to time, assign to the Receivables Trustee as trustee of a trust (the **Delamare Cards Receivables Trust**) established by a declaration of trust dated 24 April 2013 certain present and future receivables arising under certain MasterCard[®] and VISA[®] revolving credit card accounts in respect of such credit cards.
- (B) The Account Bank has agreed to maintain the Account opened with it by the Issuer, on the terms and subject to the conditions contained in this Agreement.

IT IS HEREBY AGREED as FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise defined in this Agreement or the context requires otherwise, words and expressions used in this Agreement including the recitals hereto shall have the meanings and constructions given to them in Schedule 1 (Master Definitions Schedule) to the issuer master framework agreement dated 31 October 2008 as amended and restated on 24 April 2013 between, *inter alios*, the parties to this Agreement (as the same may be amended, varied, restated, replaced, novated and/or supplemented from time to time) (the **Issuer Master Framework Agreement**).

Unless the contrary intention appears, expressions used in this Agreement have the meaning which they bear in the rules made by the Relevant Regulator under the Financial Services and Markets Act 2000.

1.2 Incorporation of Common Terms

- (a) The Common Terms set out in Schedule 2 and the Notices Details set out in Schedule 3 to the Issuer Master Framework Agreement apply to this Agreement, where applicable, and shall be binding on the parties to this Agreement as if set out in full in this Agreement.
- (b) In this Agreement:

Account means the Issuer Distribution Account;

electronic means transfers by way of the Clearing House Automated Payment System or such other system(s) as may replace it;

HSBCnet customer agreement means the agreement between the Issuer and the Account Bank relating to the provision of the Services;

Issuer Distribution Account means the account entitled "Delamare Cards MTN Issuer Plc Distribution Account" in the name of the Issuer and maintained by the Account Bank, having account number 73929797, sort code 40-05-15, or any successor or replacement to such account at any other branch of the Account Bank or a Qualified Institution;

Mandate means the resolutions and instructions relating to the Account in the form set out in the Schedule hereto as may be amended from time to time by the Issuer with the prior written consent of TPF and notified as provided herein;

Relevant Regulator means the Prudential Regulation Authority or the Financial Conduct Authority, as applicable;

Services means any electronic banking or related services supplied via the System and ancillary services that the Account Bank provides, procures or makes available from time to time, as further described in the HSBCnet customer agreement; and

System means HSBC group's HSBCnet system (including any software) accessed via the portal at 'www.hsbc.com' or such other access point or means as the Account Bank may notify from time to time.

1.3 Limited recourse and non-petition

Paragraphs 8 (Limited Recourse; Non-Petition) and 10 (Obligations as Corporate Obligations) of the Common Terms apply to this Agreement and shall be deemed set out in full herein.

1.4 Conflict with Common Terms

If there is any conflict between the provisions of the Common Terms and the provisions of this Agreement, the provisions of this Agreement shall prevail.

1.5 Further assurance

For the purpose of this Agreement, paragraph 1 (Further Assurance) of Schedule 2 to the Issuer Master Framework Agreement applies to this Agreement as if set out in full in this Agreement, and as if the Issuer was the Obligor (as defined therein) and the Account Bank was the Obligee (as defined therein).

2. APPOINTMENT

2.1 Appointment

- (a) Each of the Issuer and the Note Trustee (for the purposes of Clause 9 (Compliance with Instructions)) hereby appoints HSBC Bank plc acting through its office at 8 Canada Square, London E14 5HQ to be the Account Bank and as its lawful agent, in its name and on its behalf, to perform the services of the Account Bank under this Agreement.

- (b) The Account Bank accepts such appointment on the terms and subject to the conditions of this Agreement.

2.2 Effectiveness of appointment

The appointment of the Account Bank pursuant to this Agreement shall automatically become effective from the date hereof without any need for further action on the part of any person.

2.3 Duration

The appointment of the Account Bank under this Agreement will continue until termination under Clause 13 (Termination).

2.4 Power and authority

The Account Bank will, subject to the terms and conditions of this Agreement, have the full power, authority and right to do or cause to be done any and all things which the Account Bank reasonably considers necessary, convenient or incidental to the performance of its services under this Agreement or any other Transaction Document to which it is a party (in such capacity) unless it receives written notice to the contrary from the Issuer or the Note Trustee.

2.5 Tax Status

- (a) The Account Bank represents that it is a bank for the purposes of Section 991 of the Income Tax Act 2007, is entering into this Agreement in the ordinary course of its business, will pay interest pursuant hereto in the ordinary course of its business, will bring into account payments and receipts (other than deposits) made under this Agreement in computing its income for United Kingdom Tax purposes and undertakes that it will not cease to be so or to do so otherwise than as a result of the introduction of, change in, or change in the interpretation, administration or application of, any law or regulation or any practice or concession of HM Revenue & Customs occurring after the date of this Agreement.
- (b) The Account Bank undertakes to notify the Issuer and the Note Trustee promptly if, at any time during the currency of this Agreement, any of the statements contained in Clause 2.5(a) cease to be true.
- (c) Subject to Clause 2.5(d), if the Issuer exercises its right to appoint or select a successor account bank, the Issuer will procure that any successor account bank will provide the same representation as to its Tax status as is provided by the Account Bank in Clause 2.5(a) above and 13.3(a) below.
- (d) If the Account Bank exercises its right to select any successor account bank in accordance with this Agreement, the Account Bank will procure that any successor, assignee or replacement account bank will provide the same representation as to its Tax status as is provided by the Account Bank in Clause 2.5(a) above and Clause 13.3(a) below.

2.6 Regulatory status

The Account Bank represents that it is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority.

2.7 No regulated activities

Nothing in this Agreement shall require the Account Bank to carry on an activity of the kind specified by any provision of Part II (other than article 5 (accepting deposits)) of the Financial Services and Markets Act 2000 (Regulated Activities) Order 2001 or to lend money to the Issuer.

2.8 Money held as banker

The Account Bank shall be entitled to deal with money paid to it by the Issuer for the purposes of this Agreement in the same manner as other money paid to a banker by its customers except (i) that it shall not exercise any right of set-off, lien or similar claim in respect of the money and (ii) subject to Clause 7 (Interest) that it shall not be liable to account to the Issuer (as applicable) for any interest or other amounts in respect of the money.

2.9 No implied duties

The Account Bank shall be obliged to perform such duties and only such duties as are expressly set out in this Agreement and no implied duties or obligations of any kind (including, without limitation, duties or obligations of a fiduciary or equitable nature) shall be read into this Agreement against the Account Bank.

2.10 Reliance on instructions and communications from authorised representatives

- (a) The Account Bank is entitled to treat any notice, instruction, request or order given in accordance with Schedule 3 (Notice Details) to the Issuer Master Framework Agreement from a person purporting to be (and whom the Account Bank believes in good faith to be) the authorised representative of the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions) the Note Trustee) as sufficient instructions and authority of the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions), the Note Trustee) for the Account Bank to act.
- (b) The Account Bank shall be protected and incur no liability for or in respect of any action taken, omitted or suffered in reliance upon such notice, instruction, request or order referred to in (a) above, or any document which it reasonably believes to be genuine and to have been delivered by the proper party or parties or upon written instructions from an authorised representative of the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions), the Note Trustee).
- (c) The Account Bank in making payment from the Account, in accordance with this Agreement, shall be entitled to act as directed by an authorised representative of the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions), the Note Trustee) pursuant to Clause 3.2 and to rely as to the amount of any such transfer or payment on the confirmation of an authorised representative of the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions), the Note Trustee) in accordance with the Mandate.

2.11 Other interests

Any of the Account Bank, its officers, directors and employees may become the owner of, and/or acquire any interest in, any Notes with the same rights that it or he would have had if the Account Bank were not appointed under this Agreement, and may engage or be interested in any financial or other transaction with the Issuer and may act on, or as depositary, trustee or agent for, any committee or body of holders of Notes or other obligations of the Issuer, as freely as if the Account Bank were

not appointed under this Agreement. The Account Bank shall be entitled to exercise and enforce its rights, comply with its obligations and perform its duties under or in relation to any such transaction without regard to the interests of the Issuer and notwithstanding that the same may be contrary or prejudicial to the interests of the Issuer and shall not be responsible for any loss or damage occasioned to the Issuer thereby and shall be entitled to retain and shall not be in any way liable to account for any profit made or share of brokerage or commission or remuneration or other amount or benefit received thereby or in connection therewith.

2.12 Compliance

The Account Bank shall be entitled to take any action or to refuse to take any action which the Account Bank regards as necessary for the Account Bank to comply with any applicable law, regulation or fiscal requirement, or the rules, operating procedures or relevant market practice of any relevant stock exchange or other market or clearing system.

2.13 Agent of the Issuer only

In acting under this Agreement, the Account Bank shall act solely as an agent of the Issuer and will not assume any obligation or responsibility towards or relationship of agency or trust for or with any of the owners or holders of the Notes or any other third party.

2.14 Validity of Transaction Documents

The Account Bank shall not be responsible to anyone with respect to the validity of this Agreement or any other Transaction Document.

2.15 Account Bank not responsible on the Issuer's default

The Account Bank shall have no duty or responsibility in the case of any default by the Issuer in the performance of its obligations under the Conditions.

2.16 Reliance on advisors

The Account Bank may, at the expense of the Issuer (provided that the costs in respect of such legal and other professional advice has been first approved in writing by the Issuer and the Bank Account Operator and such approval is not unreasonably withheld or delayed), in connection with its duties, rights, discretions and obligations hereunder, consult with legal and other professional advisers and the opinion of the advisers shall be full and complete protection in respect of any action taken, omitted or suffered under this Agreement in good faith and in accordance with the opinion of the advisers.

2.17 No additional liability or expense

The Account Bank shall not be under any obligation to take any action under this Agreement which it expects will result in any expense or liability to which Clause 11.1 (Indemnity) applies accruing to it, the payment of which within a reasonable time is not, in its reasonable opinion, assured to it, or which are, or which it is reasonable to assume are, covered by its fees.

2.18 Several obligations

The obligations of the agents under this Agreement are several and not joint.

2.19 Data Protection

The Account Bank may collect, use and disclose personal data about the Issuer and/or other transaction parties (if any are an individual) or individuals associated with the Issuer and/or other transaction parties as is necessary in order to permit the Account Bank to carry out its obligations to the Issuer and for auditing, monitoring and analysis of its business, fraud and crime prevention, money laundering, legal and regulatory compliance. The Account Bank will keep the personal data up to date. The Account Bank may also transfer the personal data to its Affiliates or any third party contractor in any country (including countries outside the European Economic Area where there may be less stringent data protection laws) to process information on the Account Bank's behalf. Wherever it is processed, the personal data will be protected by a strict code of secrecy and security to which all members of the Account Bank's corporate group, their staff and any third parties are subject, and will only be used in accordance with the Account Bank's instructions.

2.20 System and Services

This Agreement is subject to the HSBCnet customer agreement and the fax indemnity between the Account Bank and the Issuer (where applicable). The HSBCnet customer agreement shall apply only with respect to the System or Services.

3. THE ACCOUNT

3.1 Establishment of Account

The Issuer hereby agrees to deliver the Mandate in the form set out in Schedule 1 (Bank Mandate) to the Account Bank and the Account Bank hereby confirms that:

- (a) it has received from the Issuer the Mandate; and
- (b) the Mandate is operative and will, in conjunction with the terms of this Agreement, govern all arrangements relating to the Account.

3.2 Notices and instructions

- (a) The Issuer and the Bank Account Operator shall operate the Account via the Account Bank's electronic banking system (HSBCnet). To the extent the Account is operated within HSBCnet, it shall be operated by the Issuer and/or the Bank Account Operator subject to the System and the Services and the terms of the HSBCnet customer agreement (and the Account Bank's control over the Account is limited accordingly). In the event the Account is operated outside of HSBCnet and/or HSBCnet is not operational for any reason, the Account Bank shall, in relation to the Account, send all notices to, and comply with the instructions of, an authorised representative of the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions), the Note Trustee) provided that such instructions are given in accordance with, and comply with, the terms of this Agreement and the Mandate. The Issuer, the Bank Account Operator and the Note Trustee hereby agree to ensure that all instructions given to the Account Bank are given by an authorised person and are sufficient to enable the Account Bank to operate the Account in accordance with the terms of this Agreement and the Mandate.
- (b) The Account Bank shall comply with any instruction of an authorised representative of the Issuer or the Bank Account Operator unless or until instructed otherwise by the Note Trustee, to debit the Account but only if the relevant instruction:

- (i) is in respect of a specified sum of money;
- (ii) is in writing or, in the case of a transfer of funds by electronic transmission, evidenced in accordance with normal banking practice for such transfers; and
- (iii) complies with the Mandate.

3.3 Cash Manager

The parties hereto agree that for so long as the Cash Manager and the Bank Account Operator remain the same entity, the Cash Manager shall be entitled to make the withdrawals, payments, debits, credits, transfers, applications and other movements of monies to or from the Account as described in this Agreement on the same terms and subject to the same provisions as those applicable to the Bank Account Operator as set out herein.

4. BANK STATEMENTS

Until the Account Bank shall have been notified by the Issuer that none of the Notes are outstanding, the Account Bank shall provide each of the Issuer and the Bank Account Operator with a monthly statement in respect of the Account on the last Business Day of the month or upon request from time to time, and in the latter case such statement shall be provided as soon as reasonably practicable after receipt of a request for a statement.

5. TIMING OF PAYMENTS

5.1 The Account Bank agrees that if it is instructed by the Issuer or the Bank Account Operator before 12.00 p.m. (London time) on any Business Day to make any payment, it will do so before the close of business on the Business Day on which the relevant instruction is received and for value that day to the recipient bank.

5.2 If the Account Bank is instructed by the Issuer or the Bank Account Operator to make any payment:

- (a) after 12.00 p.m. (London time) on any Business Day; or
- (b) at any time on a non Business Day; or
- (c) in a currency other than Pounds,

then the Account Bank shall make the payment by no later than at the commencement of business on the following Business Day for value that day to the recipient bank.

5.3 The Issuer or the Bank Account Operator shall, no later than 12.00 p.m. (London time) on the Business Day upon which any payment is due to be made from the Account submit to the Account Bank irrevocable instructions in compliance with the Mandate, as to the payments to be made out of the Account on such date.

5.4 The Account Bank is not liable where, upon receipt of an instruction from the Issuer or the Bank Account Operator (or, after receiving notification from the Note Trustee pursuant to Clause 9 (Compliance with Instructions), the Note Trustee), it has acted in accordance with the provisions in this Clause 5 (Timing of Payments) for effecting a transfer from the Account, but, owing to a technical or administrative problem beyond the control of the Account Bank, payment cannot be made for value on the required day.

- 5.5** The Account Bank shall not be obliged to make any payment if the making of such payment would cause the Account to have a negative balance. No liability shall attach to the Account Bank if there are insufficient funds to make a payment in whole or in part.
- 5.6** The Account Bank hereby agrees that it will notify the Issuer, the Bank Account Operator and the Note Trustee if the Account has a negative balance, such notification to be given immediately and not later than the first Business Day after it determines that such account has a negative balance.
- 5.7** The Account Bank shall not have responsibility to any party for any failure by the Account Bank to take any step or action required under this Agreement if the failure to take such step or action is a result of the Account Bank not receiving (for any reason) any instruction which is required to be given by the Issuer, the Bank Account Operator, the Note Trustee or any other authorised party to the Account Bank under and in connection with this Agreement prior to the Account Bank taking such step or action.
- 5.8** The Account Bank is under no duty to enquire whether funds withdrawn from the Account are actually applied for the purpose for which they were withdrawn or that any payment instruction or direction by the relevant party is accurate, correct or in accordance with this Agreement or any other transaction document.
- 5.9** Any debit from or credit to the Account shall be made by the Account Bank in accordance with its usual practice and, in the case of credits made in anticipation of the receipt of funds, subject to receipt of such immediately available funds. In the event that such funds are not received or payment is reversed, the Account Bank may debit the Account with an amount representing (i) funds which are not actually received for value at such later date or (ii) the reversed payment.
- 5.10** The Issuer represents that no other security over the Account has been granted other than under the Note Trust Deed as supplemented by the relevant Note Trust Deed Supplement.

6. AUTHORITY TO ACT

- 6.1** The Account Bank, in making any payment from the Account shall be entitled to act:
- (a) before the receipt of a notice pursuant to Clause 9 (Compliance with Instructions) or 9(b) (Compliance with Instructions), as instructed by the Issuer or the Bank Account Operator; or
 - (b) following receipt of a notice pursuant to Clause 9 (Compliance with Instructions), as instructed by the Note Trustee; or
 - (c) following receipt of a notice pursuant to Clause 9(b) (Compliance with Instructions) and before receipt of a notice pursuant to Clause 9(a) (Compliance with Instructions), as instructed by the Note Trustee or any successor bank account operator (subject to the successor bank account operator having entered into an agreement with the Account Bank on substantially the same terms as this Agreement).
- 6.2** In the case of any conflict between any valid instructions given to the Account Bank in respect of the Account by the Note Trustee and any other person, the instructions of the Note Trustee will prevail.

7. INTEREST

- 7.1** All amounts from time to time standing to the credit of the Account shall bear and accrue interest at a rate and as agreed from time to time in writing between the Issuer and the Account Bank provided that the Account Bank may, at any time, apply a new rate of interest to the Account, which new rate

shall be effective on a date no less than 30 Business Days after the Account Bank has given written notice to the Issuer of the same.

7.2 Interest in respect of the Account shall be payable at such times as agreed from time to time in writing between the Issuer and the Account Bank.

7.3 All payments of interest by the Account Bank in respect of each Account under this Agreement shall be made in full without any deduction or withholding (whether in respect of set-off, counterclaim, duties, Taxes, charges or otherwise whatsoever) unless the deduction or withholding is required by law, or otherwise pursuant to, FATCA, in which event the Account Bank shall:

- (a) ensure that the deduction or withholding does not exceed the amount legally required;
- (b) pay to the relevant taxation or other authorities within the period for payment permitted by applicable law the full amount of the deduction or withholding;
- (c) furnish to the Issuer (with a copy to the Note Trustee and the Bank Account Operator) within the period for payment permitted by the relevant law, either:
 - (i) an official receipt of the relevant taxation authorities involved in respect of all amounts so deducted or withheld; or
 - (ii) if such receipts are not issued by the taxation authorities concerned on payment to them of amounts so deducted or withheld, a certificate of deduction or equivalent evidence of the relevant deduction or withholding; and
- (d) account to the Issuer in full by credit to the Account of an amount equal to the amount of any rebate, repayment or reimbursement of any deduction or withholding which the Account Bank has made pursuant to this Clause 7.3 (Interest) and which is subsequently received by the Account Bank.
- (e) If the Account Bank is required to make a FATCA Withholding, it shall make the FATCA Withholding and any payment in connection with that FATCA Withholding within the time allowed and in the amount required by FATCA.

8. FEES AND EXPENSES

8.1 The fees and expenses of the Account Bank for the operation of the Account including any such fees and expenses due and payable to the Account Bank shall not be debited to any Account and shall be payable by the Issuer in accordance with the relevant priorities of payment set out in the Note Trust Deed as supplemented by the relevant Note Trust Deed Supplement (or, following enforcement of the Security, in accordance with Condition 4). Such payment shall be (i) limited to the amount comprising the Loan Note Holder's Costs Amount, and (ii) subject as provided in Clause 10.4 (Restriction on Exercise of Certain Rights). The fees and expenses charged by the Account Bank for the operation of the Account will be as separately agreed from time to time between the Account Bank and the Issuer.

8.2 The Issuer shall also pay to the Account Bank any VAT for which it may become accountable in respect of services provided to the Issuer under this Agreement as calculated on the fees and expenses received by it under Clause 8.1 together with all reasonable expenses (including such part as represents VAT but save to the extent that the Account Bank is entitled to obtain credit in respect of or repayment of such VAT from any relevant Tax Authority) incurred by the Account Bank in connection with its services under this Agreement. Unless otherwise agreed, the fees, commissions and expenses payable to the Account Bank for services rendered and the performance of its

obligations under this Agreement shall not be abated by any remuneration or other amounts or profits receivable by the Account Bank (or to its knowledge by any of its associates) in connection with any transaction effected by the Account Bank with or for the Issuer.

9. COMPLIANCE WITH INSTRUCTIONS

It is agreed as follows:

- (a) as soon as reasonably practicable upon receipt of a copy of a Security Protection Notice (as defined in the relevant Note Trust Deed Supplement) or an Enforcement Notice from the Note Trustee, the Account Bank will comply at all times with any instruction of the Note Trustee and the Account Bank shall be entitled to rely on any instruction in writing given which, in its opinion (acting reasonably and in good faith), purports to be given by any authorised person of the Note Trustee;
- (b) as soon as reasonably practicable upon receipt of a notice from the Note Trustee to the effect that the Bank Account Operator's appointment as Bank Account Operator has terminated, the Account Bank will comply with any instruction of the Note Trustee or any successor bank account operator (subject to the successor bank account operator having entered into an agreement with the Account Bank on substantially the same terms as this Agreement);
- (c) the Account Bank may assume that no Security Protection Notice or Enforcement Notice has been given and that no party to this Agreement is in breach of, or in default of, its obligations hereunder, unless it has actual written notice to the contrary; and
- (d) the Account Bank shall not be bound to enquire as to the occurrence or otherwise of an Event of Default or Loan Note Event of Default, the service of a Security Protection Notice or an Enforcement Notice or the performance by any party to this Agreement or the other Transaction Documents of its obligations hereunder or thereunder.

10. RESTRICTION ON EXERCISE OF CERTAIN RIGHTS

10.1 The Account Bank waives any right it has or may acquire to combine, set-off, consolidate or merge the Account with:

- (a) any other account of the Issuer, the Bank Account Operator, the Note Trustee or any other person; or
- (b) any liabilities of the Issuer, the Bank Account Operator, the Note Trustee or any other person to the Account Bank.

10.2 Save as otherwise expressly stated herein, the Account Bank hereby agrees that it may not and shall not exercise and hereby waives any lien, any security interest, set-off, counterclaim, suspension of performance or other rights in respect of or transfer any sum standing to the credit of or to be credited to the Account, in or towards satisfaction of any liabilities to it of the Issuer, the Bank Account Operator, the Note Trustee or any other person.

10.3 In the event that the Account Bank breaches its obligations in Clauses 10.1 (Restriction on Exercise of Certain Rights) and 10.2 (Restriction on Exercise of Certain Rights), the Account Bank shall as soon as reasonably practicable re-credit the Account, with the amount required to restore the balance on the Account to that which it would have been if no such breach had occurred, without prejudice to any other liability which may arise in respect thereof, including without limitation under Clause 11.2 below.

10.4 Notwithstanding any other provision of this Agreement or any other Transaction Document the Account Bank agrees that amounts owing to it by the Issuer or the Note Trustee under this Agreement, shall be payable by the Issuer to the extent the Issuer has sufficient funds available or (following enforcement of the Security) the Note Trustee has realised sufficient funds from the Security to pay such sum, subject to and in accordance with the relevant priority of payments set out in the Note Trust Deed as supplemented by the relevant Note Trust Deed Supplement (or, in accordance with Condition 4, as applicable).

10.5 The Account Bank hereby acknowledges that the Issuer has, pursuant to the Note Trust Deed as supplemented by each Note Trust Deed Supplement, *inter alia*, charged by way of security any rights, interests, claims or receivables to which the Issuer is entitled in respect of the Account and under this Agreement to the Note Trustee.

11. INDEMNITY

11.1 The Issuer shall indemnify and keep the Account Bank indemnified against all losses, liabilities, costs, claims, actions, damages, expenses and demands (together, **Losses**) (including, but not limited to, all reasonable costs, legal fees, charges and expenses (together, **Expenses**) paid or incurred in disputing or defending any actions, proceedings or claims) which the Account Bank may incur or which may be made against it as a result of or in connection with its appointment or the exercise of its powers or duties under this Agreement save that this indemnity shall not extend to (i) any Losses or Expenses resulting from: (A) its own wilful default, negligence or fraud or that of its directors, officers or employees or (B) the breach by it of the terms of this Agreement save to the extent that such breach is caused by the actions or omissions of any third party, (ii) any Losses or Expenses arising in respect of Tax (other than VAT or similar tax) imposed on or calculated by reference to the net income received or receivable by the Account Bank and, (iii) any Losses and Expenses incurred and paid by the Issuer pursuant to Clause 8.1 of this Agreement.

11.2 The Account Bank shall indemnify the Issuer and the Note Trustee against any Losses (including but not limited to Expenses paid or incurred in disputing or defending any actions, proceedings or claims) which any of them may incur or which may be made against any of them as a result of or in connection with the Account Bank's appointment or the exercise of its powers or duties under this Agreement to the extent that any Losses or Expenses result directly from: (A) its own wilful default, negligence or fraud or that of its directors, officers or employees or (B) the breach by it of the terms of this Agreement save to the extent that such breach is caused by the actions or omissions of any third party. For the avoidance of doubt, the Account Bank's liability under this Clause 11.2 shall be limited in the manner set out in Clauses 11.3 to 11.6 below.

11.3 The Account Bank will only be liable to the Issuer and/or the Note Trustee for losses, liabilities, costs, expenses and demands arising directly from the performance of its obligations under this Agreement suffered by or occasioned to the Issuer (and/or the Note Trustee where applicable) (**Liabilities**) to the extent that the Account Bank has been negligent, fraudulent or in wilful default in connection with the performance of its obligations under this Agreement, or is in breach of the terms of this Agreement save to the extent that such breach is caused by the actions or omissions of any third party.

11.4 Liabilities arising under Clause 11.2 shall be limited to the amount of the Issuer's actual loss (such loss shall be determined as at the date of default of the Account Bank or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Account Bank at the time of entering into this Agreement, or at the time of accepting any relevant instructions, which increase the amount of the loss. In no event shall the Account Bank be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive or consequential damages, whether or not the Account Bank has been advised of the possibility of such loss or damages.

11.5 Except as otherwise provided for in the Agreement, the Account Bank shall not otherwise be liable or responsible for any Liabilities or inconvenience which may result from anything done or omitted to be done by it in connection with this Agreement.

11.6 The liability of the Account Bank under Clause 11.2 will be limited to the amount of the Issuer's actual loss and will not extend to any Liabilities arising through any acts, events or circumstances not reasonably within its control, or resulting from the general risks of investment in or the holding of assets in any jurisdiction, including, but not limited to, Liabilities arising from:

- (a) nationalisation, expropriation or other governmental actions;
- (b) any law, order or regulation of a governmental, supranational or regulatory body;
- (c) regulation of the banking or securities industry, including changes in market rules or practice, currency restrictions, devaluations or fluctuations;
- (d) market conditions affecting the execution or settlement of transactions or the value of assets;
- (e) breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems;
- (f) natural disasters or acts of God;
- (g) war, terrorism, insurrection or revolution; and
- (h) strikes or industrial action,

so long as the same renders performance impossible or impracticable and could not have been overcome using all reasonable efforts.

11.7 The indemnities contained in this Clause 11 (Indemnity) shall continue in full force and effect notwithstanding any termination or expiry of this Agreement.

11.8 Notwithstanding any other provision of this Agreement, the Issuer shall indemnify and keep the Account Bank indemnified against any liability or loss incurred in connection with the Issuer's obligation to withhold or deduct an amount on account of Tax, except in circumstances where the Account Bank has not acted in accordance with a notice provided to it in writing by the Issuer to withhold or deduct an amount on account of Tax, and would not have suffered the liability or loss in question if it had done so.

12. TAX

The Issuer agrees to pay any and all stamp and other documentary Taxes or duties which may be payable in connection with the execution, delivery, performance and enforcement of this Agreement by the Account Bank.

13. TERMINATION

13.1 Resignation of Account Bank

The Account Bank may resign its appointment upon not less than 45 days prior written notice to the Issuer, the Bank Account Operator and the Note Trustee provided that:

- (a) such resignation will not take effect until a successor has been duly appointed by the Issuer or the Bank Account Operator on behalf of the Issuer (with the prior approval of the Note

Trustee), in accordance with the conditions in Clause 13.4 (Appointment of successor account bank); and

- (b) the Issuer and the Bank Account Operator agree with the Account Bank that if, by the day falling 10 days before the expiry of any notice, the Issuer and the Bank Account Operator have not appointed a successor account bank then the Account Bank shall be entitled, on behalf of the Issuer to appoint in its place as a successor account bank a reputable financial institution of good standing, subject to and accordance with Clause 13.4 (Appointment of successor account bank), which the Issuer, the Bank Account Operator and the Note Trustee shall approve and provided that such approval may not be unreasonably withheld.

13.2 Termination of Account Bank

- (a) The Issuer or the Bank Account Operator on behalf of the Issuer (with the prior written consent of the Note Trustee) or, following steps being taken by the Note Trustee to enforce the Security, the Note Trustee, may terminate the appointment of the Account Bank upon not less than 45 days' prior written notice to the Account Bank (with a copy to the Issuer and the Note Trustee (as applicable)) subject to a successor account bank having been appointed in accordance with the conditions of Clause 13.4 (Appointment of successor account bank).
- (b) The Issuer or the Bank Account Operator on behalf of the Issuer (with the prior written consent of the Note Trustee) or, following steps being taken by the Note Trustee to enforce the Security, the Note Trustee may terminate the appointment of the Account Bank immediately upon the occurrence of an Account Bank Termination Event by notice in writing to the Account Bank (such termination to take effect from the date (not earlier than the date of the notice) specified in the notice) subject to a successor account bank having been appointed in accordance with the conditions of Clause 13.4 (Appointment of successor account bank).
- (c) An **Account Bank Termination Event** means any of the following circumstances:
 - (i) if a deduction or withholding for or on account of any Tax, or otherwise pursuant to, FATCA is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on the Account; or
 - (ii) any of the following occurs:
 - (A) an order is made or an effective resolution passed for the winding up of the Account Bank;
 - (B) the Account Bank ceases or threatens to cease to carry on its business or stops payment or threatens to stop payment of its debts or is deemed unable to pay its debts within the meaning of any applicable insolvency laws in its jurisdiction of incorporation or any other jurisdiction proceedings of the type referred to in Clause 13.2(c)(ii)(C) may be commenced against it or becomes unable to pay its debts as they fall due or the value of its assets falls to less than the amounts of its liabilities (taking into account, for both these purposes, contingent and prospective liabilities) or otherwise becomes insolvent; or
 - (C) proceedings shall be initiated against the Account Bank under any applicable liquidation, insolvency, composition, reorganisation (other than a reorganisation where the Account Bank is solvent) or other similar laws (including, but not limited to, presentation of a petition for the appointment

of an administrator, examiner or liquidator or the filing of documents with the court for the appointment of an administrator) and such proceedings are not being disputed in good faith with a reasonable prospect of success, or an administration order shall be granted or the appointment of an administrator takes effect or an administrative receiver or other receiver, liquidator or other similar official shall be appointed in relation to the Account Bank or in relation to the whole or any substantial part of the undertaking or assets of the Account Bank, or an encumbrancer shall take possession of the whole or any substantial part of the undertaking or assets of the Account Bank, or a distress, execution, diligence or other process shall be levied or enforced upon or sued against the whole or any substantial part of the undertaking or assets of the Account Bank and such possession or process (as the case may be) shall not be discharged or otherwise ceases to apply within 30 days, or the Account Bank initiates or consents to judicial proceedings relating to itself under applicable liquidation, insolvency, composition, reorganisation or other similar laws or makes a conveyance or assignment for the benefit of its creditors (or any class thereof) generally or enters into a composition or similar arrangement with its creditors or takes step with a view to obtaining a moratorium in respect of its indebtedness (including, without limitation, the filing of documents with the court), or any event occurs or proceedings are taken with respect to the Account Bank in any jurisdiction to which it is subject or in which it has assets which has and effects similar to or any one of the foregoing events; or

- (iii) if the Account Bank fails to perform any of its obligations under this Agreement and such failure remains unremedied for three Business Days after the Account Bank has received notice of such failure from the Issuer, the Bank Account Operator or the Note Trustee.
- (d) The Account Bank will deliver to the Issuer, the Bank Account Operator, the Note Trustee and the Rating Agencies as soon as reasonably practicable, but in any event within two Business Days of becoming aware thereof, a notice of any Account Bank Termination Event or event which, with the giving of notice or lapse of time, would constitute an Account Bank Termination Event.

13.3 Loss of status

- (a) As at the date of this Agreement the Account Bank represents that it is a Qualified Institution and if the Account Bank ceases to be a Qualified Institution, it must as soon as reasonably practicable give written notice to the Issuer, the Bank Account Operator, the Note Trustee and the Rating Agencies.
- (b) Notwithstanding any other provision in this Agreement, within 30 days of the date on which the Account Bank ceases to be a Qualified Institution, the Issuer or the Bank Account Operator on behalf of the Issuer must procure the transfer of the Account (and any other accounts of the Issuer that are held with the Account Bank) to a successor account bank in accordance with the conditions of Clause 13.4 (Appointment of successor account bank) and the Account Bank must fully co-operate in ensuring the timely transfer of any sums standing to the credit of such accounts.

13.4 Appointment of successor account bank

- (a) The Account Bank must at all times be a Qualified Institution.

- (b) Any change in the Account Bank is subject to the conditions that:
 - (i) the Account has been transferred to the successor account bank that is a Qualified Institution on terms substantially similar to those contained in this Agreement and all steps necessary are taken and all consents as may be required are obtained to ensure that the terms of this Agreement, the Note Trust Deed and each Note Trust Deed Supplement apply to such new bank account of the Issuer;
 - (ii) security equivalent to the existing Security created under the Note Trust Deed as supplemented by each Note Trust Deed Supplement has been created in favour of the Note Trustee for the benefit of the Secured Creditors in relation to the successor bank account of the Issuer; and
 - (iii) a change of Account Bank under this Clause 13 (Termination) only becomes effective when the proposed successor account bank agrees with each party hereto, by novation or any other manner satisfactory to the Note Trustee, to fulfil the role of Account Bank under this Agreement (or on terms that are substantially similar to the terms of this Agreement). The Issuer or the Bank Account Operator on behalf of the Issuer (and following steps being taken to enforce the Security, the Note Trustee) agrees to notify the Rating Agencies of any change of the Account Bank under this Clause 13 (Termination).
- (c) If this Agreement is terminated the Account Bank must take all reasonable steps to assist the other parties to this Agreement in effecting an orderly termination of the banking arrangements provided for in this Agreement, including arranging the transfer of any sums standing to the credit the Account to any new account established by or on behalf of the Issuer with a successor account bank.

13.5 Merger of Account Bank

- (a) Any legal entity into which the Account Bank is merged or converted or any legal entity resulting from any merger or conversion to which the Account Bank is a party will, to the extent permitted by applicable law, be the successor to the Account Bank without any further formality.
- (b) In the event of such a merger or conversion the Issuer, the Bank Account Operator, the Note Trustee, and such successor will acquire and become subject to the same rights and obligations between themselves as if they had entered into an agreement in the form of (and on the same terms as) this Agreement.
- (c) Any successor must promptly notify the Issuer, the Bank Account Operator and the Note Trustee of any such merger or conversion.

14. CHANGE OF ACCOUNT BANK

If there is a change in the identity of the Account Bank (in accordance with Clause 13 (Termination)), then the Issuer, the Bank Account Operator and the Note Trustee shall execute such documents and take such actions as the successor account bank and the Account Bank and the Note Trustee may require for the purpose of vesting in the successor account bank the rights and obligations of the Account Bank from its future obligations under this Agreement.

15. NOTE TRUSTEE

15.1 Change of Note Trustee

In the event that there is any change in the identity of the Note Trustee or an additional note trustee is appointed in accordance with the Note Trust Deed, the Account Bank (being duly indemnified by the Issuer for any costs incurred) shall execute such documents with any other parties to this Agreement and take such actions as such new note trustee may reasonably require for the purposes of vesting in such new note trustee the rights of the Note Trustee under this Agreement and under the Note Trust Deed and releasing the Note Trustee from further obligations thereunder.

15.2 No obligation on Note Trustee

The Note Trustee has agreed to become a party to this Agreement for the better preservation and enforcement of its rights under this Agreement and the Note Trust Deed, and each of the Account Bank and the Bank Account Operator agrees with the Issuer and the Note Trustee that the Note Trustee has no obligation to perform any of the obligations of the Issuer, the Bank Account Operator or the Account Bank under this Agreement.

16. VARIATION AND BENEFIT

16.1 No variation of this Agreement shall be effective unless it is duly executed by (or by some person duly authorised by) each of the parties.

16.2 TPF is a party to this Agreement for the purpose of taking the benefit of the Agreement and the undertakings given by the Account Bank and to have the right to consent to any amendments to this Agreement and shall assume no liabilities, or obligations whatsoever in connection with the activities contemplated thereby.

16.3 Each of the parties to this Agreement (other than the Account Bank and the Note Trustee) shall not agree to any variation, modification or amendment to any Relevant Document, Security Document or Document which will, in such party's reasonable opinion, materially impact the rights or obligations of the Account Bank without the prior written consent of the Account Bank (such consent not to be unreasonably withheld).

17. ASSIGNMENT

17.1 This Agreement shall bind and enure for the benefit of the parties hereto and their respective successors and permitted assigns.

17.2 The Issuer will grant security over its right and interest in this Agreement to the Note Trustee pursuant to the Note Trust Deed as supplemented by each Note Trust Deed Supplement and may in the future take such other action, do such other things or execute such other documents as are necessary to perfect the Note Trustee's security over this Agreement. However, the Issuer shall not otherwise assign, transfer, charge or otherwise grant security over all or any rights or benefits hereunder without the written consent of the Account Bank.

17.3 The Account Bank may not assign, transfer or charge all or any of its rights or benefits hereunder without the written consent of the Issuer, the Bank Account Operator and the Note Trustee.

18. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

Without prejudice to the rights of the persons mentioned in Clauses 9.1 and 9.3 of the Common Terms, no person who is not a party to this Agreement shall have any right under the Contracts

(Rights of Third Parties) Act 1999 to enforce any term of this Agreement, but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

19. GOVERNING LAW

This Agreement and all non-contractual obligations arising out of or in connection with it are governed by and shall be construed in accordance with English law.

20. JURISDICTION

20.1 English Courts

The courts of England have exclusive jurisdiction to settle any dispute (a **Dispute**) arising out of or in connection with this Agreement (including a dispute relating to any non-contractual obligation arising out of or in connection with this Agreement) or the consequences of its nullity.

20.2 Convenient Forum

The parties agree that the courts of England are the most appropriate and convenient courts to settle Disputes between them and, accordingly, that they will not argue to the contrary.

THIS AGREEMENT has been entered into on the date stated at the beginning of this Agreement.

SCHEDULE 1

BANK MANDATE

DELAMARE CARDS MTN ISSUER PLC (the Company).

At a meeting of the Board of Directors of the Company held at its registered office at 20 Churchill Place, Canary Wharf, London E14 5HJ, on 22 April 2013:

IT WAS RESOLVED THAT the following form of bank mandate be approved:

1. The account in the name of the Company held with HSBC Bank plc (the **Bank**) at its branch at 8 Canada Square, London E14 5HQ and specified in the table below (the **Account**) be used as an account for the benefit of the Company. The account number and the name of the Account are as follows:

Name of Account	Account Number	Sort Code
Delamare Cards MTN Issuer Plc Distribution Account	73929797	40-05-15

2. The mandate given to the Bank by virtue of this document (the **Mandate**) is given on the basis that the Bank complies with the procedure set out in, and the terms of, this document.
3. In relation to the Account, the Bank is hereby authorised to honour and comply with all payment orders given in writing in respect of the Account to the extent that compliance with the same should not result in a debit balance PROVIDED THAT (and subject to paragraph 6) any such payment orders are signed by two people specified in the list of authorised signatories provided to the Bank at the time the Account was opened (**List of Authorised Signatories**). PROVIDED, FURTHER that any direction may be given on behalf of the Company by email by any of the persons specified in the List of Authorised Signatories and shall be confirmed in writing, such direction to be signed on behalf of the Company as aforesaid. Unless or until notified otherwise by The Bank of New York Mellon (the **Note Trustee**), the Bank is hereby authorised to act on any information given by the Company or Tesco Personal Finance PLC (the Bank Account Operator) regarding changes to the List of Authorised Signatories.
4. This Mandate is given on the basis that the Bank:
 - (a) acknowledges that pursuant to the Note Trust Deed as supplemented by each Note Trust Deed Supplement to be entered into on or about 24 April 2013, the Company will charge its interest in the Account to the Note Trustee by way of security;
 - (b) unless or until notified otherwise by the Note Trustee, agrees to comply with the instructions of the Bank Account Operator in respect of the operation of the Account and the Bank shall be entitled to rely on any such written direction reasonably purporting to have been given by or on behalf of the Bank Account Operator without enquiry; and
 - (c) upon receipt of a notice from the Note Trustee:

- (i) agrees to comply with the instructions of the Note Trustee in respect of the operation of the Account and the Bank shall be entitled to rely on any such direction purporting to have been given on behalf of the Note Trustee without enquiry; and
 - (ii) agrees that all right, authority and power of the Bank Account Operator in respect of the operation of the Account shall be deemed terminated and of no effect and the Bank agrees that it shall, upon receipt of a notice from the Note Trustee, comply with the instructions of the Note Trustee or any receiver, the appointment of whom has been notified to the Bank by the Note Trustee, in relation to the operation of the Account unless otherwise required by operation of law or by the order or direction of a competent Court or Tribunal.
 - 5. These resolutions shall be communicated to the Bank and such resolutions shall remain in force until an amendment resolution (approved by the Note Trustee) shall be passed by the Board of Directors of the Company and a copy thereof, certified by any two of the Directors and/or the Secretary of the Company, shall be received by the Bank.
 - 6. The Company authorises the Bank Account Operator to instruct the Bank in relation to the Account unless and until notified otherwise by the Note Trustee and authorises the Bank to act on those instructions in the manner set forth in the bank account agreement dated 24 April 2013.
 - 7. In all other respects, the attached general terms and conditions shall apply.
 - 8. This Mandate (and any non-contractual obligations arising out of or in connection with it) are governed by, and shall be construed in accordance with, English law.
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Authorised Signatory

SIGNATORIES

Issuer

SIGNED by NEVILLE SCOTT)
for **DELAMARE CARDS MTN ISSUER**) NEVILLE SCOTT
LIMITED) Director

Account Bank

SIGNED for and on behalf of)
HSBC BANK PLC) PHILIP COOPER
by its duly authorised signatory) Duly authorised signatory

TPF and Bank Account Operator

SIGNED by PETER BOLE)
for **TESCO PERSONAL FINANCE PLC**) PETER BOLE.
) Duly authorised signatory

Note Trustee

SIGNED for and on behalf of)
THE BANK OF NEW YORK MELLON) JULIAN VERSTEEG
By:) AUTHORISED SIGNATORY