

Corporate Banking

(ROI) Mandate

YOUR CORPORATE BANKING (ROI) MANDATE EXPLAINED:

Section 1 – Resolution is the approval by the Customer to authorise the Bank to open and operate accounts in its name. The resolutions at paragraph 8 and 11 are optional. Please tick the relevant boxes if these resolutions were approved by the Customer. If a box is not marked, we will assume that such section(s) does not form part of the instruction to the Bank.

Section 2 – Authority and Indemnity from the Customer to the Bank.

Section 3 – Certification is your certification of various matters (including, but not limited to, the provision of the Authority and Indemnity in Section 2) to the Bank on which the Bank shall rely in the opening and operation of your accounts.

Annex 1 is the list of Authorised Individuals the Customer wishes to nominate to operate the accounts.

Terms and Conditions

Please note that information about Bank of Ireland Group, applicable terms and conditions, Deposit Guarantee Scheme Information Sheet, EMIR Report Service Special, T&C's and/or terms of business are available on our website

<https://corporate.bankofireland.com/library/>

Please call your Corporate Banking representative if you have any questions about completing the Mandate.

SECTION 1 – COPY RESOLUTION

The **Board of Directors** of
(Customer)

hereby **RESOLVED** on the date of that **The Governor and Company of the Bank of Ireland (Bank)** be requested to note the instructions set out below and act accordingly:

Opening and Operation of Account(s) (Complete Annex 1)

1. The Bank be requested to open and/or continue to operate one or more accounts at any, branch and/or division of the Bank in the name of the Customer (including, for the avoidance of doubt, the account(s) requested in Annex 1 to this Mandate) and the Bank is authorised to accept and act on all instructions relating to the accounts, affairs and transactions of the Customer, including, without limitation:
 - (i) instructions for the drawdown or rollover of any credit;
 - (ii) instructions to honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the Customer, notwithstanding that such action may lead to placing of deposits, withdrawal of funds, borrowing or cause any of the accounts of the Customer to be overdrawn or any overdraft to be increased; and
 - (iii) instructions to enter into any transactions with the Bank's Global Markets business unit (including via its U.S. branch) including but not limited to trade finance, treasury and / or hedging arrangements,

provided that the relevant instruction is given on behalf of the Customer in writing or by means of telephone, facsimile or any other form of electronic communication, in each case, from authorised individuals in accordance with the list of authorised individuals (**List of Authorised Individuals**) attached at **Annex 1** (as may be amended from time to time in accordance with this Resolution).

Anti-Money Laundering and Return of Payments – Information and Documentation

2. In respect of any information and/or copy documents supplied to the Bank to enable the Bank to comply with its obligations, the Bank is authorised to (a) establish the identity of the Customer in accordance with the laws and regulations concerning the prevention of money laundering and terrorist financing (as may be amended or varied from time to time) ("anti-money laundering provisions") and (b) make returns in accordance with applicable return of payments legislation (as may be amended or varied from time to time), to disclose to, transfer to, or send copies to any branch, division, any other member of the Bank of Ireland Group or any of its contracted agents, any regulatory authority or any other designated body (as defined by either applicable anti-money laundering provisions or applicable return of payments legislation or guidance notes).
3. The Customer acknowledges that notwithstanding any other provision in this Mandate or the terms and conditions relating to the accounts, in order to adhere to the Bank's obligations regarding fraud, money laundering, terrorist financing, and/or financial sanctions, the Bank may take action, including but not limited to investigating and making enquiries which may delay, or the Bank may decline to execute, payments to or from the Customer's accounts. The Bank shall not be liable for any loss or liability incurred by the Customer or any third party which may arise as a result of taking such action.
4. Any information and/or any copy documents which have been supplied to any member of the Bank of Ireland Group to enable it to comply with its obligation to establish the identity of the Customer in accordance with the anti-money laundering provisions (as may be amended or varied from time to time) may at any time be disclosed or transferred to, or copies thereof sent by such member, to any branch or division of the Bank, including the U.S. branch. For the benefit of any such member of the Bank of Ireland Group, the Customer confirms that such member may act on this authorisation as if it were specifically addressed to such member.
5. The Bank be authorised, in respect of the Customer, to make all and any enquiries which the Bank considers appropriate of, or to disclose any information provided to the Bank to, any third party providing a credit reference or anti-fraud service.

Authority and Indemnity relating to Instructions

6. In consideration of the Bank agreeing, at the request of the Customer, to act on instructions given in accordance with paragraph 1 of this Resolution (Instructions) the Customer approves and agrees to provide to the Bank the Authority and Indemnity in Section 2 of this Mandate.

TRN

7. The tax reference number of the Customer (TRN) is .

If a TRN has been applied for and will be supplied to the Bank in due course, please tick this box.

SECTION 1 – COPY RESOLUTION (CONTINUED)

Deposit Interest Retention Tax (DIRT) (This resolution is optional)

8. The Customer applies for exemption from DIRT on the following basis:

The Customer is an Irish resident company within the charge to corporation tax and has provided its TRN in section 7 above

The Customer is a Non-Resident Company and appends/will forward a Statutory, Non-Resident Company Declaration in the format provided by the Bank.

The Customer understands that interest will not be paid gross until the Bank is in possession of the relevant TRN/non-resident declaration. The Customer also understands that the Bank may be obliged under domestic interest reporting and FATCA/ CRS legislation to provide a return to the Irish Revenue Commissioners containing certain account holder/controlling persons information, along with the amount of interest paid gross to the recipient.”

Deposit Guarantee Scheme (DGS)

9. We have received a copy of the Deposit Guarantee Scheme Depositor Information Sheet made available on <https://corporate.bankofireland.com/library/> (Tick box to confirm)

10. Foreign Account Tax Compliance Act (“FATCA”) and Common Reporting Standards (“CRS”) Self-Certification

Introduction

The Bank is obliged under Section 891E and Section 891F of the Taxes Consolidation Act 1997 (as amended), and Tax Regulations made pursuant to those sections, to collect certain information about each account holder’s tax residency status and the tax residency and citizenship of controlling persons in certain circumstances.

Please complete, where applicable, the relevant sections below and provide any additional information as may be required. In certain circumstances we may be obliged to share this information with relevant tax authorities. This section 10 is intended to request information only where such request is not prohibited by Irish law.

If you have any questions about how to complete this section 10 or any other concerns about the impact of automatic exchange of information, you should contact your tax advisor or local tax authority.

Please note that the Bank does not provide tax advice and will not be liable for any errors contained in this section 10.

This section 10 should be read and completed in conjunction with the associated Glossary and Guidance Notes.

[CLICK HERE](#)

Section 10.1 Tax Residency for FATCA and CRS (to be completed by all Customers)

10.1 (a) Is the Customer resident for tax purposes in the U.S.? Yes No

If “Yes” the Customer must complete Section 10.1 (b)

If “No” please proceed to Section 10.1 (c)

10.1 (b) Is the Customer a Specified U.S. Person (NB. a Specified U.S. Person includes organisations) Yes No

If “Yes” you must provide the Company’s U.S. Tax Identification Number (TIN):

10.1 (c) Is the Customer resident for tax purposes in any country other than the U.S. and the Republic of Ireland? Yes No

If “No” please proceed to Section 10.2

Country/Territory	Tax Identification Number (or Equivalent)

SECTION 1 – COPY RESOLUTION (CONTINUED)

Section 10.2 – To be completed by Non-Financial Entities only (For more details on Non-Financial Entities and to determine whether the Customer is Active or Passive, please refer to the Glossary and Guidance Notes [CLICK HERE](#))

FATCA (please tick one of the options below):

I certify that the Customer is an Active Non-Financial Foreign Entity (NFFE)

I certify that the Customer is a Passive NFFE

If the Customer is a Passive NFFE please also complete the Controlling Person Self-Certification Form [CLICK HERE](#)

I certify that the Customer is an Excepted NFFE

CRS (please tick one of the options below):

I certify that the Customer is an Active Non-Financial Entity (NFE) the stock of which is regularly traded on an established securities market

I certify that the Customer is an Active NFE, a Government Entity or Central Bank

I certify that the Customer is an Active NFE, an International Organisation

I certify that the Customer is an Active NFE, other than the above Active NFE categories

I certify that the Customer is a Passive NFE

If the Customer is a Passive NFE please also complete the Controlling Person Self-Certification Form (4-1070R) [CLICK HERE](#)

Section 10.3 – To be completed by Financial Institutions only

(For more details on Financial Institutions, please refer to the Glossary and Guidance Notes [CLICK HERE](#))

FATCA (please tick one of the 3 options below to indicate the Customer's classification):

i) Registered Deemed Compliant Foreign Financial Institution

ii) Participating Foreign Financial Institution

iii) Partner Jurisdiction Financial Institution (including Irish Financial Institutions)

Please provide your Global Intermediary Identification Number (GIIN):

If the Customer is a Financial Institution but is unable to provide a GIIN, please tick one of the below reasons:

a) Certified Deemed Compliant Foreign Financial Institution

b) Exempt Beneficial Owner

c) Non-Participating Foreign Financial Institution

d) Excepted Foreign Financial Institution

CRS (please tick one of the options below to indicate the Customer's classification):

i) Investment Entity in a Non-Participating Jurisdiction

If the Customer is an Investment Entity in a Non-Participating Jurisdiction please complete the Controlling Person Self Certification Form [CLICK HERE](#)

ii) Financial Institution (other than (i) above)

European Market Infrastructure Regulation (EMIR) Trade Reporting Service (This resolution is optional)

11. The Customer is aware of its legal obligations under European Markets Infrastructure Regulation (EMIR) to report any eligible Over the Counter (OTC) derivative trade to a trade repository, if such report has not been delegated to a 3rd party. The Customer intends to enter into OTC derivatives (including FX forwards) with the Bank. The Bank be requested and authorised to report eligible OTC derivative trades to a trade repository on behalf of the Customer, in accordance with the EMIR Reporting Service Special Terms and Conditions (EMIR T&C's). [CLICK HERE](#)

The Customer, whose Legal Entity Identifier* is hereby approves the EMIR T&C's which it fully understands and agrees to be bound by, in particular the covenants and provisions imposing liabilities on the Customer. (Tick this box if approved)

SECTION 1 – COPY RESOLUTION (CONTINUED)

COUNTERPARTY CLASSIFICATION

Please tick the relevant box below to indicate your Counterparty Classification for Clause 7 EMIR Trade Reporting Service:

Non-Financial Counterparty (“NFC”) that is not subject to the clearing obligation EMIR [“NFC-”]

OR

Non-Financial Counterparty “NFC+” that is subject to the clearing obligation under EMIR. Please tick which asset classes you exceed the clearing threshold

- OTC credit derivative contracts

- OTC equity derivative contracts

- OTC interest rate derivative contracts

- OTC foreign exchange derivative contracts

- OTC commodity derivative contracts and other OTC derivative contracts not provided for above

OR

if the Customer is a **Financial Counterparty (“FC”)** please tick the relevant box below to indicate what type of FC the Customer is:

C = Credit Institution authorised in accordance with Directive 2013/36/EU;

F = Investment Firm authorised in accordance with Directive 2014/65/EU;

I = Insurance Undertaking authorised in accordance with Directive 2009/138/EC;

L = Alternative Investment Fund (AIF), as defined in Directive 2011/61/EU, which is either established in the European Union or managed by an alternative investment fund manager (AIFM) authorised or registered in accordance with Directive 2011/61/EU, unless that AIF is set up exclusively for the purpose of serving one or more employee share purchase plans, or unless that AIF is a securitisation special purpose entity as referred to in Directive 2011/61/EU, and, where relevant, its AIFM established in the European Union;

O = Institution for occupational retirement provision within the meaning of Article 6 of Directive (EU) 2016/2341;

R = Reinsurance undertaking authorised in accordance with Directive 2009/138/EC;

U = UCITS and, where relevant, its management company, authorised in accordance with Directive 2009/65/EC (unless that UCITS is set up exclusively for the purposes of serving one or more employee share purchase plans); or

Central Securities Depository authorised in accordance with Regulation (EU) 909/2014

If you have indicated above that you are a **Financial Counterparty “FC”** please also indicate if you are a:

- Financial Counterparty that is subject to the clearing obligation under EMIR

- Financial Counterparty that is not subject to the clearing obligation under EMIR [“Small Financial Counterparty”]

Non-EEA entity

**In order to obtain LEI in Ireland, visit www.isedirect.ie and click on LEI services where you can register as a new user.*

SECTION 1 – COPY RESOLUTION (CONTINUED)

MIFID II / MIFIR TRANSACTION REPORTING DATA

12. The Bank will provide details of all Transactions which it is required to report to the competent authorities. The Customer's foreign exchange transaction is excluded from the transaction reporting obligation under MiFID II / MiFIR if it meets certain criteria. In order to assess whether the Customer's Transactions are reportable or not the following information has to be provided by the Customer:

1. The Customer intends to enter into forward foreign exchange transaction with the Bank? (If yes, proceed to no. 2)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2. The Customer is not a financial counterparty as set out under EMIR (see above)? (If yes, proceed to no. 3)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3. Are the transactions a means of payment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4. Are the transactions		
a. settled physically?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
b. entered into in order to facilitate payment for identifiable goods, services or direct investment?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
c. not traded on a trading venue?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5. Does the Customer (also) intend to enter into foreign exchange transactions with the Bank that do not meet the criteria as set out in questions 3 and 4?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

PLEASE NOTE:

If the Customer has answered "Yes" to every criterion in no. 2-4, the transaction is exempted from the MiFID II / MiFIR regulatory reporting obligation. The Bank will not be reporting these transactions to the competent authorities (Central Bank of Ireland or Financial Conduct Authority). If the Customer has answered "Yes" to question no. 5, these transactions are in scope for the MiFID II / MiFIR regulatory reporting.

By passing this Resolution, the Customer agrees to inform the Bank if the Customer is aware or becomes aware of any changes to the information provided that may affect the evaluation of any transactions.

SECTION 1 – COPY RESOLUTION (CONTINUED)

Best Execution

13. As the Bank operates in the over-the-counter (OTC) market, the Bank typically does not use execution venues. However, if the Bank decides to use an execution venue in relation to the Customer's Instruction, the Bank will inform you of the execution venue on which the Bank is placing significant reliance in order to fulfil its obligation to take all sufficient steps to obtain, on a consistent basis, the best possible result for the execution of the Customer's Instruction.

Where that execution venue is not also a trading venue (such as regulated markets, multilateral trading facilities and organised trading facilities), by passing this Resolution, the Customer expressly consents to the Bank to execute the Customer's order outside of a trading venue.

Key Information Documents

14. Under Regulation (EU) No 1286/2014 of the European Parliament and of the Council of 26 November 2014 on Key Information Documents for Packaged Retail and Insurance-based Investment Products ("PRIIPs") and from 1 January 2018, the Bank is obliged to provide its retail investors (as defined in PRIIPs) with a key information document (the "KID") for each over-the-counter derivative transaction that is within the scope of PRIIPs and that they enter into with the Bank.

In each case, the Bank intends to provide the Customer with the KID by means of a website. The Bank will post the KID and any revised version thereof (where applicable) on its website at www.bankofireland.com/treasurylibrary or such other website as the Bank notifies to the Customer from time to time.

Please note that the Customer is entitled to a paper copy of the relevant KID free of charge at any time upon request to the Bank.

By passing this Resolution, the Customer chooses to receive the KID for each over-the-counter derivative transaction by means of a website and confirm that the Customer has regular access to the internet.

Documentation Changes and Amendments

15. The Bank be supplied with such other documentation as is required by this Resolution or pursuant to any applicable terms and conditions.
16. The Bank be given prompt notice in writing:
- (i) (in substantially the form supplied by the Bank to the Customer at the Customer's request) of any changes to the List of Authorised Individuals or any other authorisations in Annex 1 signed by the secretary/director of the Customer and one Authorised Individual of the Customer;
 - (ii) of any change which occurs to the directors, company secretary, controlling parties, trading partners, beneficial ownership or registered address of the Customer, signed by the then company secretary or director of the Customer.
17. This Resolution be communicated to the Bank and shall, in conjunction with any applicable terms and conditions, constitute the mandate and authority of the Customer to the Bank. Other than documentation changes and amendments referred to in 11 above, this mandate and authority shall remain in full force until an amending resolution is passed by the board of directors of the Customer and a copy thereof, certified by the then secretary or chairperson of the meeting is furnished to the Bank.

SECTION 2 – AUTHORITY & INDEMNITY

In consideration of the Bank agreeing, at the request of the Customer, to act on Instructions (as defined in paragraph 1 of the Resolution in Section 1 of this mandate), the Customer hereby:

- (i) covenants and undertakes with and to the Bank that **(a)** the Bank may act on Instructions (as defined in paragraph 1 of the Resolution in Section 1 of this mandate) whether such Instructions relate to the payment of debiting or crediting of any account of the Customer with any amount, the disposition of any money or otherwise or purport to bind the Customer to any agreement with the Bank or with any other person or commit the Customer to any other type of transaction or arrangement whatsoever;
(b) it shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of any such transaction as conclusive evidence of any such Instructions; and **(c)** it shall do all that is necessary to ensure maximum security in connection with the issue of any such Instructions and shall keep secret any system authorisations and/or validation codes issued in connection with such Instructions and that if any code becomes known to any unauthorised person it shall notify the Bank immediately and shall be liable in full until notification is received by each of the Banks for any transactions affected as a result of a breach of this provision;
- (ii) acknowledges and agrees that **(a)** no written confirmation shall be required before or after the Bank shall act on such Instructions which are not given in writing, but the Customer shall if called upon to do so by the Bank confirm such Instructions in writing provided that failure to do so shall not render invalid any action taken by the Bank pursuant to such Instructions. For the avoidance of doubt, the Bank shall be authorised to follow such Instructions even where the Customer does not subsequently confirm them in writing; **(b)** the Bank assumes no liability or responsibility for consequences arising out of the interruption of, delay and/or loss in transit of any messages, letters or documents or for any delay, mutilation or other errors arising in transmission of any Instructions or for errors in translation of and/or interpretation of technical terms; and **(c)** the Bank assumes no liability or responsibility for consequences arising out of the interruption of the Bank's business due to failure of power supplies, riots, civil commotions, insurrections, wars, acts of God or any other causes beyond the Bank's control; and
- (iii) indemnifies and agrees to keep indemnified the Bank against all claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis) actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of the Bank acting on any Instructions and that the Bank may debit any account in the name of the Customer with any sums payable by the Customer hereunder provided always that the Customer shall not incur any liability, to the extent that any claims, demands, liabilities, losses, costs, actions, proceedings, charges and/or expenses arise out of any fraud or negligence duly proved (in each case, by a court of competent jurisdiction) on the part of the Bank, its officers, employees, representatives or agents.

This Authority and Indemnity is irrevocable, save with the prior written consent of the Bank.

This Authority and Indemnity is governed by and interpreted in accordance with the laws of Ireland. For the benefit of the Bank the Customer submits to the jurisdiction of the Courts of Ireland in relation to any claim or proceeding hereunder. The Customer further irrevocably submits to any other jurisdiction in which it has assets and hereby waives any objection to any claims that any suit, action or proceedings have been brought in any inconvenient forum.

SECTION 3 – CERTIFICATION OF THE RESOLUTION AND AGREEMENT

We hereby certify to the Bank that:

1. The resolution in Section 1 of this Mandate (the Resolution) is a true copy of the original Resolution duly passed by the Board of Directors of the Customer;
2. All information provided to the Bank in connection with this Mandate is correct and up to date and has been completed to the best of our knowledge and belief;
3. Where requested, accurate lists of the current directors and beneficial owners of the Customer has been provided to the Bank and the Customer will promptly notify the Bank in writing of any changes to that information as and when such changes occur;
4. The Customer has received or accessed, has read and agrees to be bound by the terms of the Resolution and this Mandate and any applicable terms and conditions and/or terms of business. The Customer acknowledges that if it does not have access to the Bank of Ireland website it may request a copy of the applicable terms and conditions directly from the Bank;
5. The Customer warrants that it has read and understood the terms relating to the use and disclosure of data and personal information set out in the Data Privacy Notice (www.bankofireland.com/privacy) and, where personal data has been shared with the Bank, the Customer warrants that it has the consent of the owners of any personal data given to the Bank to use and disclose this data. The Customer acknowledges that it has provided each individual director, secretary, Authorised Individual and any other relevant party with a copy of the Data Privacy Notice and, where there is a change to the aforementioned persons, the Customer undertakes to provide these individuals with a copy of the Data Privacy Notice;
6. The signatures provided for each Authorised Individuals in Annex 1 to this Mandate are true copies of each individual's signature.
7. The Customer agrees to provide the Authority and Indemnity set out in Section 2 of this Mandate to the Bank.

Dated (Must not predate the date of Resolution)

Chairperson Name ¹ :	
Chairperson Signature:	
Secretary and/or Director Name ² :	
Secretary and/or Director Signature:	

¹ Chairperson of the Board of Directors of the Customer or Chairperson of the Board Meeting at which the Resolution was passed (who must be a Director of the Customer). An original wet-ink signature of the Chairperson must be received.

² Second signature not required for a one director company. An original wet-ink signature of the Secretary / Director must be received.

ANNEX 1 – LIST OF AUTHORISED INDIVIDUALS (INCLUDING BUSINESS DETAILS)

Customer Name:

Registered Address:

Name and Address for Correspondence (if different from above):



Accounts Required by the Customer



Euro Current Account		Euro Deposit Account	
Sterling GBP Current Account		Sterling GBP Fixed Deposit Account	
US Dollar USD Current Account		US Dollar USD Fixed Deposit Account	
Other Currency Current Account		Other Currency Fixed Deposit Account	
Please specify currency	<input type="text"/>	Please specify currency	<input type="text"/>

These are the name(s) and specimen signature(s) of those individuals authorised to carry out transactions and give instructions on behalf of the Customer as per the above Resolutions

(All Requested Information below must be completed for each Authorised Individual)

	1. Authorised Individual Details	2. Authorised Individual Details
Full Name	<input type="text"/>	<input type="text"/>
Position/Job Title	<input type="text"/>	<input type="text"/>
Telephone Number	<input type="text"/>	<input type="text"/>
Email Address	<input type="text"/>	<input type="text"/>
Date of Birth	<input type="text"/>	<input type="text"/>
Signature		

	3. Authorised Individual Details	4. Authorised Individual Details
Full Name	<input type="text"/>	<input type="text"/>
Position/Job Title	<input type="text"/>	<input type="text"/>
Telephone Number	<input type="text"/>	<input type="text"/>
Email Address	<input type="text"/>	<input type="text"/>
Date of Birth	<input type="text"/>	<input type="text"/>
Signature		

	5. Authorised Individual Details	6. Authorised Individual Details
Full Name	<input type="text"/>	<input type="text"/>
Position/Job Title	<input type="text"/>	<input type="text"/>
Telephone Number	<input type="text"/>	<input type="text"/>
Email Address	<input type="text"/>	<input type="text"/>
Date of Birth	<input type="text"/>	<input type="text"/>
Signature		

Please tick relevant box below to confirm authorisation requirements on Instructions:

Any one of the authorised individuals

Any two of the authorised individuals

All of the authorised individuals

Other

If you ticked "Other" above or have additional instructions, please provide specific details in the space below. If you have more than 6 authorised individuals please, print page 8 again and complete for other authorised individuals.

Other details and / or specific instructions: