

EMIR Reporting Service

Special Terms and Conditions

1 Applicability

The following special terms and conditions (these Special Terms and Conditions), annexed to the Bank's Terms and Conditions and/or Terms of Business and the terms of your most recent Account Mandate which Bank of Ireland ("the Bank") has agreed with you in writing (the Account Mandate), are the basis on which the Bank will provide the EMIR reporting service described in clause 2 (the Service). In the event of, and to the extent of, any conflict between these Special Terms and Conditions and the Terms and Conditions of the Bank, these Special Terms and Conditions shall prevail. In the event of, and to the extent of, any conflict between these Special Terms and Conditions and the Terms of Business of the Bank, these Special Terms and Conditions shall prevail. In the event of, and to the extent of, any conflict between these Special Terms and Conditions and the Account Mandate, the Special Terms and Conditions shall prevail.

Definitions

1.1 In these Special Terms and Conditions, the following terms shall have the meaning set out below and capitalised terms not defined herein shall have the meaning set out in the Terms and Conditions or Terms of Business:

CCP has the meaning given in EMIR;

Common Data means the data required to complete Table 2 of the Annex to Commission Delegated Regulation (EU) No 148/2013 supplementing EMIR with regard to regulatory technical standards on the minimum details of the data to be reported to trade repositories dated 19 December 2012;

Customer means a counterparty who enters into an OTC Derivative as principal with the Bank, whether directly or acting through an agent;

Counterparty Data means the data required to complete Table 1 of the Annex

to Commission Delegated Regulation (EU) No 148/2013 in respect of the Customer;

Effective Date means the earlier of ten (10) Business Days after receipt by the Bank of the fully completed Annex 1 (including a valid, up-to-date Legal Entity Identifier) and when the Bank advises the Customer that the EMIR Reporting Service on behalf of the Customer is operational;

ESMA means the European Securities and Markets Authority;

Historical Expired Transaction means

(i) a Transaction entered into before 16th August 2012 which was outstanding at the 16th August 2012 and which expired before the Reporting Start Date and

(ii) a Transaction entered into from and including the 16 August 2012 and which expired before the Reporting Start Date;

Historical Live Transaction means (i) a Transaction entered into before the 16 August 2012 and which is still outstanding on the Reporting Start Date and (ii) a Transaction entered into from and including the 16 August 2012 and which is still outstanding on the Reporting Start Date;

Losses means losses, costs, expenses, damages, liabilities, claims, actions, proceedings, fines and judgments (including, without limitation, professional advisors and legal costs and disbursements);

Mid-Market Value means the value obtained by taking the reference price point, mid way between the market bid and offer, at a point in time for the referenced underlying security of the derivative being valued. This is known as marking to market ("**Mark to Market**"). The obtained value is unadjusted for prevailing credit spreads, market liquidity, position size, transactions and financing costs, hedging costs and risks and use of capital and profit. Where a mid-market value cannot be determined in the market

for the derivative, such as with complex financial instruments, then the mid-market valuation is determined by financial models, known as Mark to Model (“**Mark to Model**”);

OTC Derivative shall have the meaning given by Article 2 of EMIR;

Report means a report consisting of Common Data and Counterparty Data relating to a Transaction to be sent to the trade repository on behalf of the Customer;

Reporting Start Date means 12 February 2014, or such other date as directed by ESMA, for trade reporting under EMIR;

Reporting Requirements means the provisions of EMIR which mandate reporting and/or retention of transaction and similar information or to the extent required or permitted under, or made in accordance with, any order or directive in relation to (and including) EMIR regarding reporting and/or retention of transaction and/or of similar information issued by any authority or body or agency in accordance with which the Bank or the Customer is required to act;

Service means the services set out in Clause 2;

Trade Repository means any entity recognised or authorised as a trade repository pursuant to Article 55 or Article 77 EMIR;

Transaction means each OTC Derivative entered into between the Bank and the Customer which is required to be reported to a Trade Repository pursuant to EMIR in accordance with such interpretation in Ireland;

Unique Trade Identifier means a unique trade identifier meeting the requirements for such identifiers under EMIR; and

Valuation Fields means the Counterparty Data fields relating to the Mark-to-Market value of a Transaction, currency of the

Mark-to-Market value of a Transaction, valuation date, valuation time and valuation type.

- 1.2 The headings in these Terms and Conditions are for convenience only and do not affect the meaning. The Annexes are part of these Terms and Conditions. Any reference to any provision of statute, enactment, order, regulation or other legislation refers to the provision as it is amended or re-enacted from time to time.

2 Services to be provided

- 2.1 On or after the Reporting Start Date subject to timely receipt from the Customer of all necessary information, the Bank will report the following information relating to all Transactions entered into on or after the Effective Date, to a Trade Repository:
- (a) Common Data on behalf of the Bank and the Customer; and
 - (b) Counterparty Data on behalf of the Customer.
- 2.2 The Bank offers the Service in good faith. However, the Bank’s reporting obligation is qualified by and shall not extend to, this limitations set out in Annex 2, as may be amended from time to time.
- 2.3 Subject to clause 2.4, the Bank will submit a Report in respect of any Historical Live Transactions and any Historical Expired Transactions, in accordance with the timeframes required by EMIR.
- 2.4 Subject to express written agreement of the Bank (in addition to these Special Terms and Conditions), the Bank will not report Historical Expired Trades of the Customer, unless the Customer provides a fully completed Annex 1 to the Bank by 28 November 2014.
- 2.5 It will be at the Bank’s sole discretion to elect the Trade Repository to which it will report a Transaction. Upon request from the Customer, the Bank will provide details

of Trade Repositories which it may use in providing the Service and will confirm which Trade Repository(s) it uses in respect of the Customer.

2.6 Despite the delegation of the reporting obligation, the Customer will remain legally responsible for (i) compliance with all of its obligations under EMIR, in particular the reporting obligation pursuant to Article 9 of EMIR and (ii) the content of each report made by the Bank pursuant to these Special Terms and Conditions.

2.7 If a Transaction is not entered into on a trading platform, the Bank will generate and provide the Unique Trade Identifier for the Transaction. If a Transaction is entered into on a trading platform, the trading platform will generate the Unique Trade Identifier.

3 Common Data

3.1 The Bank will report the Common Data relating to each Transaction based on the information available to it following the conclusion, modification or termination of each relevant Transaction.

4 Counterparty Data

4.1 The Bank will use the information provided by the Customer in Annex 1 to these Special Terms and Conditions for the purposes of reporting the Counterparty Data.

4.2 For the purposes of reporting the Valuation Fields, the Bank shall, subject to clause 4.3, provide the Mid-Market Value of a Transaction, which it shall calculate and include together with the relevant details in the Report made on behalf of the Customer.

4.3 If the Bank reasonably believes that the market conditions specified in EMIR that prevent providing a market value and/ or Marking-to-Market exist in respect of a Transaction in respect of the Valuation Fields, it shall calculate the value of such Transaction using proprietary Mark- to-

Model method which it reasonably believes to meet the requirements for such methods set out in EMIR.

4.4 The collateralisation or valuation reported as part of the Common Data or Counterparty Data under the Service is solely for the purpose of reporting to a Trade Repository under the Special Terms and Conditions and shall not affect the collateral value calculated in relation to a Transaction. For the avoidance of doubt, the Customer should not rely on this valuation for his own financial account.

4.5 It is the responsibility of the Customer to promptly notify the Bank if any of the information provided by the Customer in Annex 1 is incorrect or no longer accurate and to provide the Bank with the correct information.

4.6 Notwithstanding clause 14.1, the Customer may, at any time, notify the Bank of any changes to or inaccuracies in the information in Annex 1 by way of written notice to address stated in clause 14.1.

The Bank will use reasonable endeavours to incorporate any changes notified to it in accordance with this clause 4.6 in all Reports made 48 (forty-eight) hours after receipt of the notice. Where required, and subject to the limitations set out in clause 6.2, the Bank will submit modification reports containing the updated information notified to it in accordance with this clause 4.6 in respect of Transactions for which it has already submitted a Report to a Trade Repository. The Bank will use reasonable endeavours to submit any such modifications to the relevant Trade Repository within the timeframe set out in EMIR.

4.7 The Bank has no obligation to, and will not, verify that any of the information provided by the Customer in Annex 1 is accurate or up to date. The Bank will have no liability whatsoever for any Losses

resulting from the inaccuracy of any information provided by the Customer in Annex 1.

4.8 The Bank shall not be required to use the information it receives for any purpose other than the provision of the Service in accordance with these Special Terms and Conditions.

4.9 The Bank will not reconcile any Reports made on behalf of the Customer.

5 Non-Financial Counterparties

5.1 Unless notified by the Customer in accordance with clause 5.2, for Customers who are Non-Financial Counterparties the Bank shall report, in relation to each Transaction:

(a) the Transaction is objectively measurable as directly linked to the Customer's commercial or treasury financing activity, as referred to in Article 10(3) of EMIR; and

(b) the Customer is below the clearing threshold as referred to in Article 10(2) of EMIR; and

(c) the Customer is acting as principal to the Transaction.

5.2 If the statement made in either clause 5.1(a), clause 5.1(b) and/or clause 5.1(c) is incorrect, and/or in the case of clause 5.1(b) the statement is now correct and the corresponding four month clearing obligation has expired, the Customer must notify the Bank by way of email to the following email address:

emirclassification@boigm.com

Notifications in relation to clause 5.1 must be provided to the Bank prior to the execution of the relevant Transaction, where possible. Following receipt of such notification, the Bank will:

(a) For notifications in relation to clause 5.1(a) or 5.1(c) if it has not submitted a Report in respect of that Transaction, use the information provided by the Customer

in the notification when reporting the Counterparty Data for that Transaction or, if it has submitted a Report in respect of that Transaction, submit a modification to update the Counterparty Data recorded in respect of that Transaction so that it reflects the information provided in the notification; and

(b) For notifications in relation to clause 5.1(b), use the information contained in the notification for all Reports subsequently made for the Customer and submit a modification Report in respect of all Transactions for which it has already submitted a Report and which are still outstanding stating that the Customer has exceeded the clearing threshold.

6 Errors

6.1 It is the responsibility of the Customer to verify that all Reports for all Transactions have been made to a Trade Repository as required by EMIR. If the Customer becomes aware that a Report in respect of any Transaction has not been made it must notify the Bank immediately.

6.2 If the Customer becomes aware of an error in any Report made by the Bank on its behalf it shall notify the Bank as soon as reasonably practicable. Upon such notification, the Customer and the Bank shall use reasonable endeavours and acting in a commercially reasonable manner, to attempt to resolve the error. The Bank shall, where required and subject to the Bank agreeing to report in each case, submit a modification Report to the relevant Trade Repository.

6.3 If the Bank becomes aware of an error in any Report made by the Bank on the Customer's behalf, it shall, use reasonable endeavours to correct such error where possible. If the Bank is unable to correct the error unilaterally, it shall notify the Customer. For the avoidance of doubt, the Bank is not obliged to verify the accuracy of any Reports it submits as part of the

Service or that any Reports have been received by a Trade Repository or that any of the Reports meet the Reporting Requirements in respect of such Reports.

6.4 The Customer acknowledges that any error in a Report or any action taken by the Bank to correct any error in a Report will not amend, modify, affect or change the status of the Transaction with the Bank.

6.5 The Customer shall execute any and all required agreements with a Trade Repository for the purposes of allowing it to view the Reports made on its behalf by the Bank.

7 Delegation

7.1 The Bank shall be permitted to delegate its performance of some or all of the Service under these Special Terms and Conditions to any person that the Bank reasonably believes to be able to provide the Service, or part of it, in accordance with these Special Terms and Conditions.

7.2 If the Bank were to delegate some or all of the Service, the Bank may amend the Special Terms and Conditions in accordance with clause 14.2 to reflect the terms on which the delegate has agreed to submit the Counterparty Data and the Common Data. Unless otherwise stated, the Bank's liability for the Service as set out in clause 11 would not be affected by its delegation of the performance of the Service in accordance with clause 7.1.

8 Regulatory queries in respect of the Service

8.1 If the Customer receives any communication from any regulatory authority in respect of the Service or the Customer's reporting obligation in relation to a specific Transaction, it shall, unless prevented by any Applicable Law, immediately notify the Bank and provide the Bank with a copy of any communication received. Subject to clause 6, the Bank will not assist the

Customer in responding to queries between any regulatory authority and the Customer.

8.2 The Bank interprets trade reporting requirements under EMIR in accordance with the rules, regulations, statements and practices of the national competent authority of Ireland, and will carry out its obligations under these Special Terms and Conditions in accordance with such interpretation.

9 Confidentiality

9.1 Notwithstanding anything to the contrary in these Special Terms and Conditions or in any non-disclosure, confidentiality or other agreement between the parties, the Customer hereby consents to the disclosure of information:

(a) to the extent required or permitted under, or made in accordance with, the Reporting Requirements; or

(b) to and between the Bank's head office, branches or affiliates, or any persons or entities who provide services to the Bank or its head office, branches or affiliate, in each case, in connection with the Reporting Requirements.

9.2 The Customer further acknowledges that disclosures made pursuant to the Service will include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any Trade Repository or one or more systems or services operated by any Trade Repository and any relevant regulators (including ESMA and national regulators in the EU under EMIR in the case of trade reporting under applicable EMIR) and that such disclosures could result in certain transaction and pricing data becoming available to the public.

9.3 The Customer further acknowledges that, for purposes of complying with the Reporting Requirements, the Bank may, in

accordance with clause 7, delegate to a third party the transfer of trade information into a Trade Repository and that a Trade Repository may engage the services of a global trade repository regulated by one or more governmental regulators.

these Special Terms and Conditions and to perform the obligations it is expressed to assume under them;

(c) any and all information provided to the Bank is accurate.

9.4 The Customer also acknowledges that disclosures made pursuant to the Service may be made to recipients in a jurisdiction other than that of the Customer or a jurisdiction that may not necessarily provide an equivalent or adequate level of

10.3 Each of the representations and warranties made by the Customer in this clause 10 shall be deemed to be repeated by the Customer (i) as of the date the Customer first uses the Service and (ii) upon entering into each Transaction.

9.5 For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other laws impose non-disclosure requirements on Transactions but where it permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent for the purposes of such law. Again, to the extent that applicable non- disclosure, confidentiality, bank secrecy, data privacy or other laws impose non- disclosure requirements on these Special Terms & Conditions but allows a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent for the purposes of such law.

11 Liability and indemnity

11.1 Exclusion of liability

11.2 The obligations of the Bank in respect of the Service shall only be those specifically set out in these Special Terms and Conditions and shall be subject to the limitations of liability contained herein.

11.3 It is the Customer's responsibility to comply with its obligations to report all Transactions to a Trade Repository in accordance with the Reporting Requirements and nothing in these Special Terms and Conditions shall alter this.

11.4 The Bank does not make any warranties or representations or give any undertakings to the Customer regarding compliance of the Service with the Reporting Requirements, any other requirements or of any other applicable law, nor in respect of any systems used or provided by the Bank, including as to fitness for purpose or for a particular use.

9.6 The Customer represents and warrants that any third party to whom it owes a duty of confidentiality in respect of the information disclosed has consented to the disclosure of that information.

11.5 The Bank excludes and limits all liability arising in connection with the provision of the Service to the fullest extent permitted by law. In particular, the Bank shall not be liable for any Losses incurred by the Customer, except those arising out of the Bank's fraud, negligence or wilful misconduct.

10 Representations

10.1 Customer representations

10.2 The Customer represents and warrants to the Bank:

- (a) it is duly incorporated in an EU or EEA jurisdiction, and is validly existing in its jurisdiction of establishment;
- (b) it has taken all necessary corporate action to authorise it to enter into

11.6 For the avoidance of doubt, the Bank shall not in any circumstances be liable to the Customer or any other person for:

- (a) loss of or anticipated loss of profit, loss of or anticipated loss of revenue, loss of use, business interruption, loss of use of any equipment, loss of any contract or other business opportunity or goodwill or punitive loss; or
 - (b) indirect loss or consequential loss, regardless of whether the Bank has been advised of the possibility of such Loss or whether such Loss otherwise could have been foreseen.
- 11.7 The Customer accepts that the Bank will provide the Service and report the Common Data and Counterparty Data in accordance with its reasonable interpretation of the Reporting Requirements. The Bank shall not be liable for any Losses resulting from the fact that such interpretation is incorrect.
- 11.8 The Bank will have no liability whatsoever for any Losses resulting from the inaccuracy of any information provided or generated by any other entity including, but not limited to, any Trade Repository.
- 11.9 Nothing in these Special Terms and Conditions shall exclude or limit the Bank's liability (i) in respect of personal injury or death resulting from the Bank's negligence, recklessness or intentional act or omission or (ii) otherwise to the extent that it cannot be excluded or restricted in accordance with applicable law.
- 11.10 The Bank shall not be liable to any person who is not a Customer.
- 11.11 The Customer shall notify the Bank as soon as possible of any pending action, claim or proceeding against the Bank arising out the Service or these Special Terms and Conditions and the details of such action, claim or proceeding.

Customer indemnity

- 11.12 The Customer shall indemnify and hold harmless the Bank against any and all Losses suffered or incurred by the Bank arising out of or in connection with the

provision by the Bank of the Service, save to the extent that the Losses arise as a result of the fraud, wilful default or gross negligence of the Bank.

Force majeure

- 11.13 The Bank shall be released from its obligations under these Special Terms and Conditions and shall not be liable for any Losses, liabilities, damages, claims, costs or expenses to the extent that performance of such obligations is delayed, hindered or prevented by force majeure (as defined below).
- 11.14 Force majeure means any circumstances beyond the Bank's reasonable control.
- 11.15 Without prejudice to the generality of clause 11.14 and without being limited by it, "force majeure" includes any one or more of the following:
- (a) any suspension, closure, act or omission of a Trade Repository; and
 - (b) any failure or malfunction or defect or delay or interruption in, or inability to use, any systems or communications necessary for compiling and/or reporting the Common Data and/ or the Counterparty Data.

12 Termination

- 12.1 Either party may, at any time, terminate the provision of the Service on 15 Business Days written notice to the other party.
- 12.2 In the event of the termination of the agreement between the Bank and the Customer pursuant to which the Transactions are created (the Master Agreement), the Bank's obligation to provide the Service will automatically terminate on the date at which the Bank's obligations under the Master Agreement terminate.
- 12.3 On termination of the Service in accordance with either clause 12.1 or 12.2, the Bank shall have no obligation to submit any Counterparty Data

or Common Data in respect of any conclusion, modification or termination of any Transaction on behalf of the Customer. For the avoidance of doubt this includes modifications in respect of Transactions that have already been reported to a Trade Repository.

13 Fees

- 13.1 While the Bank reserves the right to charge a fee for the Service in the future, and to change any such fee it may charge in the future, the Service is at present provided on a complimentary basis in consideration of the obligations which the Customer undertakes pursuant to these Special Terms and Conditions.

14 General provisions

Notices

- 14.1 Subject to clauses 4.6 and 5.2, a notice or other communication given under or in connection with these Special Terms and Conditions (a Notice) must, unless otherwise specified, be in writing, in English, and sent to the relevant address specified below by any means of communication indicated by the Bank. Notices to the Bank to be sent to:

EMIR REPORTING
Bank of Ireland
Documentation Department
Group Operations & Payments,
2nd Floor,
Operations Centre,
Cabinteely,
Dublin 18,
Ireland

Notices to the Customer will be sent to the details provided in the Account Mandate.

Amendment of the Special Terms and Conditions

- 14.2 The Bank shall be entitled to amend these Special Terms and Conditions by publishing the amended Special Terms and Conditions on its website or notifying the Customer in accordance with this

clause 14. The Customer agrees that, by continuing to enter into, modify or terminate Transactions from the date on which the amended Special Terms and Conditions take effect it will be considered to communicate its agreement to and be bound by the amended Special Terms and Conditions.

Severability

- 14.3 For the avoidance of doubt, each and each part of each clause shall be construed separately, applying and surviving if for any reason one or more than one of the of the other clauses or any part thereof is held in any jurisdiction to be invalid, illegal or unenforceable.

Governing Law

- 14.4 These Special Terms and Conditions shall be governed by the same law as the Terms and Conditions and/or Terms of Business which govern the relationship between the Customer and the Bank. With respect to any suit, action or proceedings relating to any dispute arising out of or in relation to these Special Terms and Conditions ("Proceedings"), each party irrevocably

- (a) submits to (A) the non-exclusive jurisdiction of the Irish courts if the Proceedings do not involve a Convention Court and (B) the exclusive jurisdiction of the Irish courts if the Proceedings do involve a Convention Court", and for this purpose,

"Convention Court" means any court which is bound to apply to the Proceedings either Article 17 of the 1968 Brussels Convention on Jurisdiction and the Enforcement of Judgements in Civil and Commercial Matters or Article 17 of the 1988 Lugano Convention on Jurisdiction and Enforcement of Judgements in Civil and Commercial Matters."

(b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in any inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and agrees, to the extent permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

Counterparts

14.5 Annex 1 to these Special Terms and Conditions may be executed in any number of counterparts. Each counterpart, when duly delivered to the Bank, is an original but the counterparts together are one and the same agreement.

Non-EEA entity

Do you wish the Bank to report your trade information to a trade repository in order to comply with your requirements under EMIR?

Yes No

By signing below, you agree that you have fully read, understood and are bound by the EMIR Reporting Service Special Terms and Conditions.

Authorised Signatory***

Name: _____

Date: _____

Authorised Signatory

Name: _____

Date: _____

* LEI codes are issued by appointed Local Operating Units such as the Irish Stock Exchange and the London Stock Exchange. In order to obtain a LEI simply contact your preferred business partner from a list of LEI issuing organizations (<https://www.gleif.org/en/about-lei/get-an-lei-find-lei-issuing-organizations>)

You will be required to provide certain information, which may include, legal name, address, country of incorporation, company registration number, VAT number and also, to pay a small fee. For other jurisdictions, please choose a Local Operating Unit from the following list in http://www.leiroc.org/publications/gls/lou_20131003_2.pdf

** Email address should be a company email address for communications relating to EMIR which is checked regularly by company personnel.

*** Authorised signature(s) should be in accordance with the mandate instructions.

Annex 2

Schedule of Excluded Information

Issues affecting the market as a whole

Uncertainty exists about how market participants should implement certain aspects of EMIR, including but not limited to:

- (i) the interpretation of rules set out in the implementing legislation of EMIR
- (ii) market standards that are yet to be agreed

The Bank is using reasonable efforts to adopt approaches to these issues which adhere to industry best practice.

DUBLIN

2 Burlington Plaza,
Burlington Road,
Dublin 4,
Ireland

+353 (0)76 624 4100

BELFAST

1 Donegall
Square South,
Belfast BT1 5LR,
UK

+44 (0)289 032 2778

LONDON

Bow Bells House,
1 Bread Street,
London EC4P 4BF,
UK

+44 (0)207 429 9199

STAMFORD

300 First
Stamford Place,
Stamford CT 06902,
USA

+1 203 391 5555

Bank of Ireland is regulated by the Central Bank of Ireland. In the UK, Bank of Ireland is authorised by the Central Bank of Ireland and the Prudential Regulation Authority and subject to limited regulation by the Financial Conduct Authority and Prudential Regulation Authority. Details about the extent of our authorisation and regulation by the Prudential Regulation Authority and regulation by Financial Conduct Authority are available from us on request.

Bank of Ireland is incorporated in Ireland with limited liability.