

Corporate Banking

(ROI) Mandate and
Business On Line
Application

June 2020

Classification: Confidential



YOUR CORPORATE BANKING (ROI) MANDATE AND BUSINESS ON LINE APPLICATION EXPLAINED:

Your Corporate Banking (ROI) Mandate and Business on Line Application explained:

Section 1 – Certified Copy Resolution is the approval by the Customer to authorise the Bank to open and operate accounts in its name and to provide on line banking services via Business On Line. The resolutions at paragraphs 7 and 8 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 – (i) Business On Line Application and Indemnity (ii) General Indemnity (iii) FATCA and CRS Declaration and (iv) Chairperson and Company Secretary Confirmation.

Section 3 – Account Details and Administrator Details for Business On Line.

Annex 1 is the list of **General Authorised Individuals** the Customer wishes to nominate to operate the accounts in relation to all aspects permitted under Resolutions 2(i) – (iii) of Section1 below

Annex 2 is the list of **GM Authorised Individuals** the Customer wishes to nominate to be empowered to give instructions to the Bank in relation to Resolution 2(iii) below only. GM Authorised Individuals will only be able to give instructions relating to the Bank's Global Markets business unit, whereas General Authorised Individuals will be able to give instructions for all matters including Global Markets.

Signing instructions:

- (1) Chairperson and Company Secretary /one Director to sign the certification on page 6 of this Mandate. Second signature not required for a one director company.
- (2) Chairperson and Company Secretary to sign the Confirmation on page 9 of this Mandate.

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

SECTION 1 – CERTIFIED COPY RESOLUTION

At the meeting of the Board of Directors (includes One Director Company) of
 having its registered address at (the "Customer") and contact address
 (if different from the registered address)
 held on (insert date of resolution), it was resolved that:

1. ACCOUNT OPENING

- (i) The Governor and Company of the Bank of Ireland (the "Bank") is requested and authorised to open and or continue to open one or more accounts in the name of the Customer subject to the Bank's "Business Customers Terms and Conditions"*, the Bank's "Terms of Business"*, "Schedule of Fees and Charges for Business Customers"*, "Schedule of International Transactions Charges"*;
 - (a) where Business On Line is provided, subject to (a) the "Conditions of Use"*, (b) the "Customer Handbook" for Business On Line*, (c) the "Schedule of Fees and Charges for Business On Line" (included in the Business On Line brochure)*, (d) the Account Form in Section 3 to this Mandate and (e) the terms of the Application and Indemnity for Business On Line in Section 2 of this Mandate ((a) to (d) inclusive together the "BOL Agreement");
 - (b) where a Currency facility is provided, subject to the "Global Markets Accounts fees and charges"*, Terms and Conditions and Terms of Business for transacting with Bank of Ireland Global Markets in the Republic of Ireland;
 - (c) where FX transaction is provided, subject to the Terms and Conditions and Terms of Business for transacting with Bank of Ireland Global Markets in the Republic of Ireland*;
- (ii) The Bank is requested and authorised to open the following accounts and any further accounts requested to be opened and/or continue to operate one or more accounts at any, branch and/or division of the Bank in the name of the Customer:

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		Please specify currency	

- (iii) Copies of each of the documents referred to in 1 (i) above have been accessed by the Customer through the Bank's website and copies were presented to the meeting and read and understood by the Customer; and
- (iv) That (a) the Chairperson of the meeting (provided same is not the same as the Secretary of the Customer and is a director of the Customer); and (b) the Secretary of the Customer be and are authorised to execute the (i) Business On Line Application and Indemnity; (ii) General Indemnity; (iii) FATCA and CRS Declaration; and (iv) Confirmation in Section 2 of the Bank Mandate.

*For all Corporate Banking documents mentioned above

[CLICK HERE](#)

SECTION 1 – COPY RESOLUTION (CONTINUED)

2. ACCOUNT OPERATION & SIGNING INSTRUCTIONS

The Bank is authorised to honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the Customer and to act on all instructions relating to the accounts, affairs or transactions of the Customer including without limitation:

- (i) instructions to close any of the accounts even where such action may lead to borrowing or cause any of the accounts to be overdrawn or any overdraft to be increased;
- (ii) instructions for the drawdown or rollover of any credit; 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 facsimile or any other form of electronic communication (or in the case of instructions to the Global Markets business unit only by telephone), in each case from authorised individuals in accordance with (i) the list of authorised individuals attached as Annex 1 (the General Authorised Individuals) and/or (ii) the list of authorised individuals for the Bank's Global Markets business unit only (the GM Authorised Individuals) attached at Annex 2 (in each case as may be amended from time to time in accordance with Section 3 of this Resolution).

That the "General Authorised Individuals" listed in Annex 1 be authorised to give any of the instructions contemplated under points (i) – (ii) of Resolution 2 (above) whereas the "GM Authorised Individuals" listed in Annex 2 be authorised to give the instructions contemplated under point (iii) of Resolution 2 (above) only.

SECTION 1 – COPY RESOLUTION (CONTINUED)

3. CHANGES TO THE AUTHORISED INDIVIDUAL LIST

That the Bank be given notice in writing (in substantially the form supplied by the Bank to the Customer at the Customer's request) of any changes to the list of General Authorised Individuals or the list of GM Authorised Individuals or any other authorisations in Annex 1 or Annex 2 signed by either (i) two directors of the Customer or (ii) a secretary/director of the Customer and one General Authorised Individual of the Customer.

The Bank is authorised to reject any illegible or contradictory authorised signing list. On such rejection, the existing signatory/user list remains in full force.

4. CHANGES TO THE SECRETARY/DIRECTORS/BENEFICIAL OWNERS OF THE CUSTOMER

That the Bank be given notice in writing signed by the then Company Secretary or Director of the Customer of any change which may occur from time to time to the Company Secretary/Directors/Beneficial Owners of the Customer.

5. INFORMATION PROVIDED TO THE BANK

- (i) The Bank is authorised, in respect of any information and/or copy documents supplied to the Bank to enable the Bank to comply with its obligations to establish the identity of the Customer in accordance with the laws and regulations concerning the prevention of money laundering and terrorist financing ("anti-money laundering provisions") at any time to disclose to, transfer to or send copies thereof to any branch, any other member of the Bank of Ireland Group (including the U.S. branch) or any other party as defined in the anti-money laundering provisions who may at anytime provide or be requested to provide any services to the Customer.
- (ii) Any information and or any copy documents which have been supplied to any other member of the Bank of Ireland Group or any branch of the Bank, to enable the Bank to comply with the obligation to establish the identity of the Customer in accordance with the anti-money laundering provisions may at any time be disclosed or transferred to, or copies thereof sent by such member or branch to the Bank or another branch of the Bank so as to enable the Bank to comply with its obligations under the anti-money laundering provisions. 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.
- (iii) The Bank is authorised in respect of any information supplied to the Bank relating to the identity of the Customer or in connection with any matter arising from any application made to the Bank to make all and any enquires the Bank considers appropriate or disclose any information contained in this form or any such application to, any third party providing a credit reference service and the Customer confirms that the Bank may disclose information relating to any account (if opened) and its operation to any credit reference agency.

6. TRN

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)

7. DEPOSIT INTEREST RETENTION TAX (DIRT) (This resolution is optional)

- (i) That the Customer applies for exemption from DIRT on the following basis (tick relevant box to confirm):
 - (a) The Customer is an Irish resident company within the charge to corporation tax and has provided its TRN in section 6 above
 - (b) The Customer is a Non-Resident Company and appends/will forward a Statutory, Non-Resident Company Declaration in the format provided by the Bank.
- (ii) 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.

8. EMIR (This resolution is optional. Please refer to Annex 3)

- (i) The Customer intends to enter into OTC derivatives contracts (including FX forwards) with the Bank.
- (ii) The Bank is required/be requested and authorised [customer to delete either “required to” or “requested to” as appropriate] to report eligible OTC derivative contracts to a trade repository on behalf of the Customer, in accordance with the EMIR Reporting Service Special Terms and Conditions (EMIR T&C’s). 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.

Counterparty Classification:

Please tick the relevant box below to indicate the Customer’s Counterparty Classification

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

OR

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

Financial Counterparty (“FC”) (Please tick relevant box below)

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

SECTION 1 – COPY RESOLUTION (CONTINUED)

If the Customer has indicated above that it is a **Financial Counterparty “FC”** please also indicate if it is 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**

9. MiFID II / MiFIR Transaction Reporting Data

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? Yes No
(If yes, proceed to no. 2)
2. The Customer is not a financial counterparty as set out under EMIR (see above)? Yes No
(If yes, proceed to no. 3)
3. Are the transactions a means of payment? Yes No
4. Are the transactions
 - a. settled physically Yes No
 - b. entered into in order to facilitate payment for identifiable goods, services or direct investment? Yes No
 - c. not traded on a trading venue? Yes No
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 No

SECTION 2 – AUTHORITY & INDEMNITY

PLEASE NOTE:

If the Customer has answered “Yes” to every criterion in no. 2-4, the Customer’s 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.

10. Best Execution

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 the Customer 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.

11. Key Information Documents

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 confirms that the Customer has regular access to the internet.

12. BUSINESS ON LINE FACILITY

(i) The Customer be and is hereby authorised to use certain electronic banking services (the “Services”) being provided to the Customer by the Bank through the internet or such other communications networks as may be authorised by the Bank from time to time, under which the Customer can have access to its accounts, financial information or other information or services capable of being accessed as a result of the Customer using the Services (or such lesser rights of access to accounts or financial information or other information or services as the case may be, as the Administrator may from time to time in his / her absolute discretion prescribe) and in addition under which the Customer can make transfers from or credits to other accounts where so ever held, where so authorised by the Administrator, as prescribed by the BOL Agreement.

(ii) For the Business On Line facility, that the Administrator(s), named as follows:

Administrator 1	
Administrator 2	

as the BOL Administrator(s) is/are appointed as Administrator(s) for the Customer (herein together referred to as the “Administrator(s)”, as such term is defined in the Conditions of Use and further details in relation to the Administrators are contained in Section 3 of the Bank Mandate). That the Administrators are authorised:

- (a) to confirm in writing to the Bank the identity of the Originating Accounts (as defined in the Conditions of Use) of the Customer in respect of which the Services or any of them will be provided as of the date of execution of the BOL Agreement, together with the identity of the Nomination Account (as defined in the Conditions of Use and detailed in Section 3 of the Bank Mandate);
- (b) to advise the Bank in writing from time to time of any changes to, deletion or addition of Originating Accounts of the Customer accessed through the Services; and
- (c) to perform the other functions identified in the BOL Agreement, as same may be amended from time to time.
 - (iii) That any changes to the identity of the Administrators shall be notified in writing to the Bank by the then Secretary of the Customer.
 - (iv) That the Bank is requested to provide the Customer with information relating to its accounts, consisting of the daily available and uncleared balances, the ledger balances, and such treasury information as may be required from time to time (the “Service”) and that the person or any of the persons as appropriate authorised above, be and each of them is authorised to execute on behalf of the Customer such documentation as may be required for the provision of the Service.

13. AMENDMENTS TO THE RESOLUTION

That this resolution shall be communicated to the Bank and shall remain in full force until an amending Resolution shall be passed by the Customer and a copy thereof certified by the Chairperson of the Meeting passing the Resolution, shall be communicated to the Bank is furnished to the Bank.

14. SUSPEND TRANSACTIONS

Notwithstanding paragraph 10 above, that the Bank be authorised (but not obliged) to suspend transactions on the account where in its sole discretion it reasonably believes it:

- (a) has unclear authority from the Customer on the signatories authorised to transact on the Customer's behalf or
- (b) has contradictory instructions in relation to the operation of the account from two or more of the Directors, Secretary, officials or persons whom the Bank believes to be in a position of authority in the Customer and that the Bank be authorised to maintain this suspension until the Customer furnishes a new and clear authority in the form of this document or in another form acceptable to the Bank.

15. CERTIFICATION

We hereby certify that:

- (a) the Customer shall be bound by, and require the Bank to act on, the instructions contained in the Resolution above which is hereby certified as a true copy of the original Resolution duly passed by the Board of Directors of the Customer;
- (b) all information provided to the Bank in connection with the Bank Mandate has been completed to the best of our knowledge and belief;
- (c) 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, General Authorised Individual and GM 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;
- (d) the signatures (including where applicable, electronic signatures) provided for each General Authorised Individual in Annex 1 and the GM Authorised Individuals in Annex 2 to this Mandate are true copies of each individual's signature.

Dated (Must not predate the date of Resolution)

Chairperson Name:	
Chairperson Signature:	
Company Secretary and/or Director Name:	
Company 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 (or a valid electronic signature) of the Chairperson must be received by the Bank. If signed by electronic signature, the signatory must themselves e-mail the completed mandate to the Bank with confirmation that they have inserted their e-signature in this section of the mandate.
- 2 Second signature not required for a one director company. An original wet ink signature (or a valid electronic signature) of the Secretary / Director must be received. If signed by electronic signature, the signatory themselves must e-mail the completed mandate to the Bank with confirmation that they have inserted their electronic signature in this section of the mandate.

SECTION 2; BUSINESS ON LINE APPLICATION AND INDEMNITY; GENERAL INDEMNITY; FATCA AND CRS DECLARATION CONFIRMATION

1. BUSINESS ON LINE APPLICATION AND INDEMNITY IN RELATION TO BUSINESS ON LINE SERVICES (the "Services")

The Customer has applied for and the Bank has agreed to provide the Services, the Customer wishes to access the Services and in connection with the use of the Services the Customer is issuing to The Governor and Company of the Bank of Ireland (the "Bank") this Application and Indemnity.

By execution of this Application and Indemnity the Customer:

- (a) in consideration of the Bank agreeing at the request of the Customer, to provide the Services, 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 providing the Services to the Customer and including but not limited to; (i) the Bank acting on any instructions received through the Services; (ii) any breach by the Customer of this Application and Indemnity or of the Conditions of Use; (iii) any errors contained in any instructions submitted by the Customer; (iv) any unauthorised borrowings arising by reason of the operation of the Services by the Company; and authorises the Bank to debit any accounts in the name of the Customer with any sums payable by the Customer under this indemnity, provided always, however, that the Customer shall not incur any liability for any such claims, demands, liabilities, losses, costs, actions, charges and expenses as are referred to in this paragraph where they arise out of any fraud or negligence duly proved on the part of the Bank or its employees.

For the avoidance of doubt this indemnification shall also apply to any further electronic banking services provided by the Bank to the Customer, which the Customer applies for (by application of the Administrators or otherwise) subsequent to the date of this Application and Indemnity (including but not limited to the provision of Electronic Funds Transmission Services);

- (b) hereby confirms to and for the benefit of the Bank that the Administrator may, (notwithstanding the terms of any mandates already provided by the Customer to the Bank in respect of the operation of its accounts) at any time and from time to time by letter in writing to the Bank, amend the provisions of any mandate given by the Customer to the Bank in respect of any Originating Account;
- (i) by the deletion of certain account(s); (ii) by the addition of certain account(s); or (iii) by the addition and deletion of certain account(s);
- (c) acknowledges that the Bank may admit, compromise or reject any claims made upon the Bank in connection with the use of the Services without reference to or authority from the Customer;
- (d) acknowledges and agrees that if the Customer has an expressly agreed overdraft facility, that the Services shall be operated at all times within such facility. The Customer further acknowledges and agrees that any implied limit (if any) on any account of the Customer will not under any circumstances be recognised or taken into account in connection with the operation of the Services;

The Customer has read and agreed to be bound by this Application and Indemnity and all of its terms and the Conditions of Use and the Customer Handbook, all of which as may be amended from time to time at the Bank's discretion. The Customer acknowledges that the Bank shall not accept any amendments, variations, replacements or substitutions to this Application and Indemnity, the Conditions of Use or the Customer Handbook required by the Customer. Words and phrases not specifically defined in this Application and Indemnity shall have the same meaning as in the Conditions of Use when used in this Application and Indemnity.

2. GENERAL INDEMNITY

In consideration of the Bank agreeing at the request of the Customer to open and operate accounts in the name of the Customer, the Customer 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 whatsoever in relation to the Customer's accounts and that the Bank may debit any account in the name of the Customer with any sums payable by the Company 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.

3. FATCA AND CRS DECLARATION

The Customer agreed to provide the following answers in relation to FATCA and CRS:

Section 3.1 Tax Residency for FATCA and CRS (to be completed by all Customers)

- 3.1 (a) Is the Customer resident for tax purposes in the U.S.? Yes No
 If "Yes" the Customer must complete Section 3.1 (b)
 If "No" please proceed to Section 3.1 (c)
- 3.1 (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):
- 3.1 (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 3.2
 If "Yes", please list below all countries/territories in which your Customer is tax resident, and provide the corresponding Tax Identification Number (TIN), or functional equivalent for each country/territory.

Country/Territory	Tax Identification Number (or Equivalent)

Section 3.2 - To be completed by Non-Financial Foreign Entities only

(For more details on Non-Financial Foreign 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):

- The Customer certifies that it is an Active Non-Financial Foreign Entity (NFFE)
- The Customer certifies that it is a Passive NFFE
- If the Customer is a Passive NFFE please also complete the Controlling Person Self-Certification Form [CLICK HERE](#)
- The Customer certifies that it is an Excepted NFFE

CRS (please tick one of the options below):

- The Customer certifies that it is an Active Non-Financial Entity (NFE) the stock of which is regularly traded on an established securities market
- The Customer certifies that it is an Active NFE, a Government Entity or Central
- The Customer certifies that it is an Active NFE, an International Organisation
- The Customer certifies that it is an Active NFE, other than the above Active NFE categories
- The Customer certifies that it 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 3.3 - 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

SECTION 3 - ACCOUNT DETAILS AND ADMINISTRATOR DETAILS FOR BUSINESS ON LINE

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)

As a representative authorised to sign on behalf of the entity/organisation, I declare that the information provided in this part 3, to the best of my knowledge and belief, accurate and complete.

As a representative authorised to sign on behalf of the entity/organisation, I agree to submit updated information within 30 days if, due to a change of circumstances, any certification or information in this part 3 becomes inaccurate.

As a representative authorised to sign on behalf of the entity/organisation, I declare that I have obtained permission from the Controlling Persons mentioned above to disclose the information related to them, where required, for the purpose of it being reported to the tax authorities.

4. CONFIRMATION

- (i) The "Customer" confirms that it has accessed copies of the following and agree to the terms of same:

[CLICK HERE FOR ALL DOCUMENTS](#)

(a) The Terms of Business

(b) New Customer Business Account Terms and Conditions

(c) The Schedule of Fees and Charges for Business Customers

(d) The Schedule of International Transaction Charges

(e) (if applicable) Deposit Guarantee Scheme – Depositor Information Sheet

(f) (if applicable) the Business On Line "Conditions of Use", the "Customer Handbook" for Business On Line, the "Schedule of Fees and Charges for Business On Line" (included in the Business On Line brochure)

(g) (if applicable) Global Markets Accounts fees and charges, and Terms and Conditions for transacting with Bank of Ireland Global Markets in the Republic of Ireland

(h) (if applicable) Bank of Ireland Group Data Protection Consent

(j) Online consent

- (ii) The Customer agrees that it waives any rights it may have under the European Communities (Payment Services) Regulations 2009 to receive copies of the documents listed in (i) above in a durable medium.

CHAIRPERSON CONFIRMATION

CHAIRPERSON:

Date:

COMPANY SECRETARY CONFIRMATION, UNDERTAKING AND CERTIFICATION

In addition to my confirmation that the Customer has accessed and agrees to the terms of the documents listed in part 4 above,

I also separately:

(a) undertake to advise you of any changes to the list of Company Secretary, Directors and/or Beneficial Owners;

(b) certify that the information provided to you in respect of the Company Secretary, Directors and Beneficial Owners of this Customer is correct.

COMPANY SECRETARY:

Date:

3 An original wet ink signature of the Chairperson must be received by the Bank.

4 An original wet ink signature of the Company Secretary must be received by the Bank

This section must be completed by the Administrators nominated by the Customer in respect of all the originating Accounts of the Customer in respect of which the Services will be provided. Defined terms bear the meaning appearing in the BOL Conditions of Use.

*Denotes mandatory fields that must be completed

Customer Email Address* (for general Business on Line emails and event notification updates (i.e. status of payments etc.))	
Customer Administrator 1 Name* (as identified in section 1, paragraph 9, page 5)	
Customer Administrator 2 Name* (as identified in section 1, paragraph 9, page 5)	
Administrator Mobile Phone Number for Business On Line Security Codes*	Mobile Phone Prefix (please tick appropriate box) +353 <input type="checkbox"/> +44 <input type="checkbox"/> +1 <input type="checkbox"/> Other <input type="checkbox"/> Administrators Mobile Phone Number <input type="text"/>

The mobile number will be used to authenticate (via SMS) Users with 'Payee Authentication' rights on your Business On Line profile. Business On Line will send security codes to this nominated phone only. Please note that only one mobile phone may be nominated by the Administrators.

Bank of Ireland Corporate Banking Relationship Manager/Contact Name*	
--	--

Your Daily Payment Control Limit is the maximum amount you can send to third parties on Business On Line in one day. It is an important control measure and you should set it to an appropriate amount

Daily Control Limit*	
----------------------	--

Customer Nominated Bank Account to which monthly fees will be charged:

IBAN (International Bank Account Number): IE XX BOFI	
--	--

I / We hereby confirm that on behalf of the Customer that all details are correct.

	Name	Signature	Date
Administrator 1 (as identified in the Resolution)			<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Administrator 2 (as identified in the Resolution)			<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Customer Nominated Account to which monthly subscription fee will be charged*

IBAN (International Bank Account Number) Currency

IE BOFI

Customer Originating Account Details*

Only Accounts in the Name of the Customer shall be listed

IBAN (International Bank Account Number) Currency

IE BOFI

IE BOFI

IE BOFI

IE BOFI

IE BOFI

International

IE BOFI

Bol Credit Card Number

Bol Credit Card Number

I/We hereby confirm that on behalf of the Customer that all details are correct and apply, on behalf of the Customer, for the service Level identified above.*

ADMINISTRATOR 1 (SIGNATURE)

Date:

(as identified on page 1 section 3)

ADMINISTRATOR 2 (SIGNATURE)

Date:

(as identified on page 1 section 3)

¹ Company email address will be used for general Business On Line emails and event notification updates (ie Status of Payments etc)

Confidential Administrator Details

The administrator(s) must complete the Administrator details application form(s) below.

All details are mandatory and must be completed

Administrator 1 Details	
Administrator 1 Name	
Administrator 1 Email Address	
Administrator 1 Work Mobile Number	Mobile Phone Prefix (please tick appropriate box) +353 <input type="checkbox"/> +44 <input type="checkbox"/> +1 <input type="checkbox"/> Other <input type="checkbox"/> Administrators Mobile Phone Number <input type="text"/>

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator.

Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Middle Name	
Mother's Maiden Name	
Home Address Post Code	
Administrator Signature	
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

Administrator 2 Details	
Administrator 2 Name	
Administrator 2 Email Address	
Administrator 2 Work Mobile Number	Mobile Phone Prefix (please tick appropriate box) +353 <input type="checkbox"/> +44 <input type="checkbox"/> +1 <input type="checkbox"/> Other <input type="checkbox"/> Administrators Mobile Phone Number <input type="text"/>

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator.

Date of Birth	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Middle Name	
Mother's Maiden Name	
Home Address Post Code	
Administrator Signature	
Date	<input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>

APPLICATION VERIFIED

Signed (Authorised Official) Sig No. Date

CUSTOMER RELATIONSHIP MANAGER

Name (BLOCK CAPITALS) Email

Telephone BSUP (applicable) Yes No

If Yes, Commencement Date Finish Date

Branch Brand Does the Company have only One Director Yes No

ANNEX 1 - LIST OF GENERAL 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		Please specify currency		
<p>These are the name(s) and specimen signature(s) of the General Authorised Individuals being those individuals authorised to carry out transactions and give instructions on behalf of the Customer as per the above Resolutions – in particular the instructions set out in Resolution 2(i) to (iii) above. Where instructions are provided by a General Authorised Individual by telephone relating to the Bank's Global Markets business unit, such telephone instructions will override any provisions in the Account Mandate in relation to the number of signatures which are required to operate the account (note: telephone instructions are accepted for Instructions to the Bank's Global Markets business unit only).</p> <p style="text-align: center;">(All Requested Information below must be completed for each General Authorised Individual) (An electronic signature is acceptable for an Authorised Signatory however please note that it must replicate the Authorised Signatory's wet ink signature, so that Instructions by wet ink signature can also be accepted)</p>				
	1. General Authorised Individual Details		2. General Authorised Individual Details	
Full Name				
Position/Job Title				
Telephone Number				
Email Address				
Date of Birth				
Signature				
	3. General Authorised Individual Details		4. General Authorised Individual Details	
Full Name				
Position/Job Title				
Telephone Number				
Email Address				
Date of Birth				
Signature				
	5. General Authorised Individual Details		6. General Authorised Individual Details	
Full Name				
Position/Job Title				
Telephone Number				
Email Address				
Date of Birth				
Signature				

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

Any one of the General Authorised Individuals Any two of the General Authorised Individuals
All of the General 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 General Authorised Individuals please, print page [Update page reference] again and complete for other General Authorised Individuals.

Other details and / or specific instructions:

ANNEX 2 – LIST OF GM AUTHORISED INDIVIDUALS

These are the name(s) and specimen signature(s) of the GM Authorised Individuals being those individuals authorised to carry out transactions and give instructions on behalf of the Customer in relation to the Bank's Global Market Business Unit only, as per the above Resolutions – being **ONLY** the instructions set out in **Resolution 2** (iii) relating to the **Bank's Global Market Business Unit**. Where instructions are provided by a GM Authorised Individual/ Signatory by telephone, such telephone instructions will override any provisions in the Account Mandate in relation to the number of signatures which are required to operate the accounts. (**note:** telephone instructions are accepted for Instructions to the Bank's Global Markets business unit only).

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

(An electronic signature is acceptable for an Authorised Signatory however please note that it must replicate the Authorised Signatory's wet ink signature, so that Instructions by wet ink signature can also be accepted)

	1. GM Authorised Individual Details	2. GM Authorised Individual Details
Full Name		
Position/Job Title		
Telephone Number		
Email Address		
Date of Birth		
Signature		

	3. GM Authorised Individual Details	4. GM Authorised Individual Details
Full Name		
Position/Job Title		
Telephone Number		
Email Address		
Date of Birth		
Signature		

	5. GM Authorised Individual Details	6. GM Authorised Individual Details
Full Name		
Position/Job Title		
Telephone Number		
Email Address		
Date of Birth		
Signature		

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

Any one of the GM Authorised Individuals Any two of the GM Authorised Individuals
All of the GM 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 General Authorised Individuals please, print page [Update page reference] again and complete for other General Authorised Individuals.

Other details and / or specific instructions:

ANNEX 3 EUROPEAN MARKET INFRASTRUCTURE REGULATIONS (EMIR) INFORMATION

1. OTC Derivatives Contract

'OTC derivative contract' (under Article 2 of EMIR) is a derivative contract the execution of which does not take place on a regulated market or on a third- country market considered as equivalent to a regulated market. For the avoidance of doubt, derivative contracts traded on MTFs and /or OTFs (e.g. FXALL) are considered to be "OTC derivative contracts" for the purposes of EMIR.

2. Legal Entity Identifier (LEI)

LEI codes are issued by appointed Local Operating Units such as the Irish Stock Exchange and the London Stock Exchange. In order to obtain an 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 the avoidance of doubt, an LEI is not required if

- you are a Natural Person;
- you transact foreign exchange spot contracts only; or
- you enter into a FX Forward that is connected to a payment transaction and is not transacted on a MIFID Venue. 'MIFID Venue' means a regulated market, a multilateral trading facility or an organized trading facility.

3. Mandatory and Delegated Reporting

If you are an NFC-, the Bank is required to report your OTC derivative contract on your behalf (Mandatory Reporting). However, you must provide the Bank with details relating to the OTC derivatives which we cannot be reasonably expected to possess (e.g. your LEI or corporate sector).

If you are an NFC- that has already invested in a reporting system, you can opt out of the mandatory reporting. Do you want to report your OTC derivatives contract yourself?

Yes No

If you are an FC or NFC+, the Bank is willing to report your OTC derivative contract on your behalf. Do you wish the Bank to report your trade information to a trade repository in order to comply with your requirements under EMIR (Delegated Reporting)?

Yes No