

# Public Limited Company, Limited Company or Limited Liability Partnership

Mandate for transacting with  
Bank of Ireland Global Markets  
in the United Kingdom (UK)

## SECTION 1 - YOUR BUSINESS DETAILS

Business/Trading Name:

Registered Address:

Company Registration Number:

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

*Capitalised terms used in this document are defined in the Global Markets UK Terms and Conditions and the Terms of Business, copies of which (where relevant) are provided to you with this Mandate.*

### Authorised Individuals/Signatories

These are the name(s) and specimen signature(s) of those individuals authorised to carry out Transactions and give Instructions on behalf of your business, hereinafter called the "Customer", as per the resolution on page 3.

Name of Authorised Individual (block capitals)	Position	Telephone	Signature (if this Authorised Individual is also an Authorised Signatory)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

*If you need to add further Authorised Individuals/Signatories, please photocopy this page.*

Unless otherwise stated in the Specific Instructions box below, we will take Instructions from all Authorised Individuals/Signatories named above for all Products and Investments, as defined in the Global Markets UK Terms and Conditions and Terms of Business respectively.

#### Number of signatures required on Instructions\*:

Any **ONE** of the signatures     Any **TWO** of the signatures     **ALL** of the signatures     Other

*If you have ticked "Other" or have any additional Instructions or limitations which you wish to apply to your Mandate, please give specific Instructions below.*

**Special Instructions**  
(if applicable)

\*In accordance with clause 5 of the Global Markets UK Terms and Conditions, where Instructions are provided by or purported to be provided by an Authorised Individual by telephone, such telephone Instructions will override the above provisions.

**If you wish to place a deposit, please sign the Depositor Information Sheet (Annex 2)**

### Additional Information required under FATCA and CRS

In accordance with the Foreign Account Tax Compliance Act (FATCA) and the OECD's Common Reporting Standard (CRS), we are obliged to establish whether the account holder is a U.S citizen or U.S. resident for tax purposes or resident in a participating jurisdiction for tax purposes, or, where the account holder is a passive non-financial entity, whether it is controlled by such persons. In certain circumstances we may be obliged to report details of accounts held by such persons to HM Revenue & Customs who may, in turn, share this information with tax authorities in the relevant jurisdictions. Further information may be required from you to confirm whether your account is reportable. Additional information is available at <http://www.revenue.ie/en/business/aeoi/>

## EMIR Data

Do you intend to enter into OTC Derivatives contracts<sup>1</sup> (including FX Forwards) with the Bank?

Yes

Legal Entity Identifier\*:

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<sup>2</sup>.

Counterparty Classification:

Financial Counterparty ("FC")

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)s 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"]

OR

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 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

Non-EEA entity

<sup>1</sup> 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.

<sup>2</sup> 'MIFID Venue' means a regulated market, a multilateral trading facility or an organized trading facility

**Please note,**

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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>

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*		Authorised Signatory	
Name:		Name:	
Signature:		Signature:	
Date:	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Date:	<input type="text" value="D"/> <input type="text" value="D"/> <input type="text" value="M"/> <input type="text" value="M"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>

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

## MiFID II / MiFIR transaction reporting data

We will provide details of all Transactions which we are required to report to the competent authorities. Your foreign exchange transaction is excluded from the transaction reporting obligation under MiFID II / MiFIR if it meets certain criteria. In order to assess which of your Transactions are reportable or not please provide the following information:

1. Do you intend to enter into forward foreign exchange transaction with the Bank?  
**(If yes, proceed to no. 2)** Yes  No
2. I am a financial counterparty as set out under EMIR  
**(If no, proceed to no. 3)** Yes  No
3. Are the transactions a means of payment? Yes  No
4. Are the transactions
  - (i) settled physically?<sup>1</sup>; Yes  No
  - (ii) entered into in order to facilitate payment for identifiable goods, services or direct investment?<sup>2</sup>; Yes  No
  - (iii) not traded on a trading venue? Yes  No
5. Do you (also) intend to enter into foreign exchange transactions with the Bank that do not meet the criteria as set out in question no.3 and 4? Yes  No

### PLEASE NOTE:

If you answered "No" to the criterion in no. 2 and "Yes" to nos. 3 and 4, your transaction is exempted from the MiFID II/MiFIR regulatory reporting obligation. We will not be reporting these transactions to the competent regulatory authorities (Central Bank of Ireland or Financial Conduct Authority).

If you answered "Yes" to question no 5, please note, these transactions are in scope for the MiFID II/MiFIR regulatory reporting.

**By signing this Mandate, you agree to inform the Bank if you are aware or become aware of any changes that may affect the evaluation of any Transactions.**

### Best Execution

As we operate in the over-the-counter (OTC) market, we typically do not use execution venues. However, if we decide to use an execution venue in relation to your Instruction, we will inform you of the execution venue on which we are placing significant reliance in order to fulfil our obligation to take all sufficient steps to obtain, on a consistent basis, the best possible result for the execution of your Instruction.

Where that execution venue is not also a trading venue (such as regulated markets, multilateral trading facilities and organised trading facilities), by signing this Mandate, you expressly consent to us to execute your order outside of a trading venue.

### 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 you 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](http://www.bankofireland.com/treasurylibrary) or such other website as the Bank notifies to you from time to time.

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

**By signing this Mandate, you choose to receive the KID for each over-the-counter derivative transaction by means of a website and confirm that you have regular access to the internet.**

<sup>1</sup> Other than by reason of a default or other termination events.

<sup>2</sup> An example for "identifiable goods, services or direct investment" is where one of the parties to the contract (i) sells currency to the other party which that other party will use to pay for specific goods or services or to make a direct investment or (ii) buys currency from the other party which the first party will use to achieve certainty about the level of payments that it is going to receive.

## SECTION 2 - DECLARATIONS AND AGREEMENT

### TERMS OF RESOLUTION

The Customer hereby resolved as follows and/or that The Governor and Company of the Bank of Ireland (the "Bank") be requested and authorised as follows:

1. to open and/or continue one or more accounts in the name of the Customer.
2. to enter into those Transactions with the Customer as have been specified in the Mandate and in accordance with the Global Markets UK Terms and Conditions and/or the Terms of Business as appropriate, which have been provided to the Customer.
3. to act on the Instructions from the Authorised Individuals as set out in the Mandate.
4. If the Customer is using DocuSign or other electronic means to receive and sign the Account Mandate, the Customer agrees that it will sign the Account Mandate using an e-signature electronic form.
5. in respect of any information and/or copy documents supplied to the Bank, to disclose to, transfer to, or send copies to any branch, division or other member of the Bank and the Group, any regulatory authority or any other designated body to enable the Bank to comply with its obligations to establish identity of the Customer in accordance with applicable anti-money laundering legislation (as may be amended or varied from time to time).
6. to make all and any enquiries which the Bank considers appropriate or to disclose any information provided to the Bank to any third party providing a credit reference or anti-fraud service. The Customer also confirms that the Bank may disclose information relating to any account (if opened) and its operation to any credit reference or anti-fraud agency.
7. to report an eligible OTC derivative trade to a trade repository on behalf of the Customer, if so elected, in accordance with the EMIR Reporting Service Special Terms and Conditions ("Special T&Cs") on receipt of the EMIR Reporting Service Special Terms and Conditions and LEI. The Customer hereby approves the Special T&Cs, in particular the covenants and provisions imposing liabilities on the Customer.
8. The Bank will be supplied with such documentation as required by the Mandate, EMIR Reporting Service Special Terms and Conditions, if applicable, the Global Markets UK Terms and Conditions and the Terms of Business as applicable.
9. This resolution will be communicated to the Bank and will, in conjunction with the Mandate, EMIR Reporting Service Special Terms and Conditions, if applicable, and the Global Markets UK Terms and Conditions and/or the Terms of Business as appropriate, provide the authority to the Bank to act on behalf of the Customer.
10. The Customer will notify the Bank in writing, signed by the company secretary, a director or designated member as applicable and one Authorised Signatory, of any changes to the list of Authorised Individuals/Signatories.
11. The Customer agrees to inform the Bank if the Customer becomes aware of any changes that may affect the evaluation of the Transaction as set out in the section MiFID II / MiFIR Transaction Reporting Data.
12. The Customer expressly consents to the execution of the order outside of a trading venue.
13. 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.
14. The Mandate will remain in force until an amending resolution is passed by the Customer and a copy of such resolution, properly certified, is communicated to the Bank.

### DECLARATION AND AGREEMENT

1. All information in this Mandate is accurate and has been completed to the best of my knowledge and belief and the Customer will promptly notify the Bank in writing of any changes, in accordance with clause 4 of the Global Markets UK Terms and Conditions;
2. An accurate list of the directors/members of the Customer as of the date of this Mandate has been provided to the Bank and that the Customer will promptly notify the Bank in writing of any changes to that list, in accordance with clause 4 of the Global Markets UK Terms and Conditions;
3. The Customer has received or accessed, has read and agrees to be bound by the terms of this Mandate, EMIR Reporting Service Special Terms and Conditions, if applicable, the Global Markets UK Terms and Conditions and/or the Terms of Business, as applicable;
4. The Customer 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](http://www.bankofireland.com/privacy)) and warrants that it has the consent of the owners of any personal data given to the Bank under this Agreement to use and disclose same and that the Customer has fully advised such owners of the uses and disclosures to which such data may be put;
5. The Customer has fully read, understood and agrees to be bound by the 'Bank of Ireland Global Markets MiFID II costs and charges disclosure'.
6. The Customer understands that all conversations such as telephone conversations and electronic communications will be recorded (even where they do not lead to the conclusion of a Transaction).
7. The resolution on this page was duly passed at a meeting of the board of directors/members of the Customer on the date below.

### DATA PRIVACY

The information you have provided will be treated as confidential and retained and processed by the Bank as set out in our Data Privacy Notice ([www.bankofireland.com/privacy](http://www.bankofireland.com/privacy)).

**PLC/Ltd - Company Secretary or (duly authorised) Director to sign**

**LLP - designated member to sign**

Signatory Name:  (block capitals)

Signature:

Date:

Company Secretary/Director/designated member\*

\*delete as appropriate

1 Donegall Square South, Belfast, BT1 5LR  
 Tel: +44 80 0776 616



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

Please fill in the whole form using a ball point pen and send it to:

Originator's Identification Number:

Bank of Ireland  
 1 Donegall Square South  
 Belfast  
 BT1 5LR

Reference Number:

Name(s) of Account Holder(s):

**Instruction to your Bank or Building Society**

Please pay **Bank of Ireland – International Operations** from the account detailed in this Instruction subject to the safeguards assured by the Direct Debit Guarantee. I understand that this Instruction may remain with **Bank of Ireland – International Operations and**, if so, details will be passed electronically to my Bank/Building Society.

Bank/Building Society account number:

Branch sort code:

Signature(s):

Name and full postal address of your Bank or Building Society:

Date:

To: The Manager

Bank/Building Society

Address

Banks and Building Societies may not accept Direct Debit Instructions for some types of account

**This guarantee should be detached and retained by the Payer**

**The Direct Debit Guarantee**

- This Guarantee is offered by all Banks and Building Societies that take part in the Direct Debit Scheme. The efficiency and security of the Scheme is monitored and protected by your own Bank or Building Society.
- International Trade Services will notify you 3 working days in advance of your account being debited or as otherwise agreed.
- If an error is made by Bank of Ireland – International Operations or your Bank or Building Society, you are guaranteed a full and immediate refund from your branch of the amount paid.
- You can cancel a Direct Debit at any time by writing to your Bank or Building Society. Please also send a copy of your letter to us.

**If you wish to open an account, please sign this Depositor Information Sheet.**

**Basic information about the protection of your eligible deposits**

Eligible deposits in the Bank of Ireland Group are protected by:	The deposit Guarantee Scheme (" DGS")
Limit of protection:	€100,000 per depositor per credit institution
If you have more eligible deposits at the same credit institution:	All your eligible deposits' at the same credit institution are 'aggregated' the total is subject to the limit of € 100,000.
If you have a joint account with other person(s):	The limit of €100,000 applies to each depositor separately.
Reimbursement date in case of credit institutions failure:	20 working days*
Currency of reimbursement:	Euro or, for branches of Irish banks operating in another member state of the EEA , the currency of that member state.
To contact Bank of Ireland Group for enquiries relating to your account:	Bank of Ireland Customer Service 4th Floor, Arena Building Whitestown Way Tallaght Dublin 24 Tel: 1890 365 365 Mob: 0818 365 365 Intl:+353 1404 4000
To contact the DGS for further information in compensation:	Deposit Guarantee Scheme Central Bank of Ireland PO BOX 11517 Spencer Dock North Wall Quay Dublin 1  Tel: 1890 777 777 Email: info@depositguarantee.ie
More Information	<a href="http://www.depositguarantee.ie">www.depositguarantee.ie</a>

Acknowledgement of receipt by the depositor

**Depositor Signature**



## ADDITIONAL INFORMATION

### **Scheme responsible for the protection of your deposit.**

Your scheme is covered by a statutory Deposit Guarantee Scheme. If insolvency of your credit institution should occur your eligible deposits would be repaid up to €100,000.

### **General limit of protection**

If a covered deposit is unavailable because a credit institution is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers at a maximum of €100,000 per credit institution. This means that all eligible deposits at the same credit institution are added up in order to determine a coverage level. If for instance a depositor holds a savings account with €90,000 and a current account with €20,000 he or she will only be repaid €100,000.

This method will also be applied if a credit institution operates under different trademarks. This means that all eligible deposits with one or more of these trademarks are in total covered up to €100,000.

### **Limit of protection for joint accounts**

In the case of joint accounts the limit of €100,000 applies to each depositor. However, deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality are aggregated and treated as if made by a single depositor for the purposes of calculating the limit of €100,000.

In some cases eligible deposits which are categorised as 'temporary high balances' are protected above €100,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits relating to certain events which include:

- a) Certain transactions relating to the purpose, sale or equity release by the depositor in relation to private residential property
- b) Sums paid to the depositor in respect of insurance benefits personal injuries disability and incapacity benefits wrongful conviction, unfair dismissal, redundancy and retirement benefits.
- c) the depositors marriage, judicial separation, dissolution of civil partnership and divorce
- d) sums paid to the depositor in respect of benefits payable on death ,claims for compensation in respect of a persons death, or a legacy or distribution from the estate of a deceased person.

More information can be obtained at [www.depositguarantee.ie](http://www.depositguarantee.ie)

### **Reimbursement**

The reimbursement deposit guarantee scheme is:

Deposit Guarantee Scheme, Central Bank of Ireland, PO BOX 11517, Spencer Dock, North Wall Quay, Dublin 1.

Tel: 1890 777 777

Email: [info@depositguarantee.ie](mailto:info@depositguarantee.ie)

Website: [www.depositguarantee.ie](http://www.depositguarantee.ie)

It will repay your deposits (up to €100,000) within 20 working days until 31 December 2018, within 15 working days from 1 January 2019 until 31 December 2020, within 10 working days from 1 January 2021 to 31 December 2023 and within 7 days from January 2024 onwards, save where specific exceptions apply.

Where the repayable amount cannot be made available within seven working days depositors will be given access to an appropriate amount of the covered deposits to cover the cost of living within five working days of a request . Access to the appropriate amount will only be made on the basis of data provided by the credit institution. If you have not been repaid within these deadlines you should contact the deposit guarantee scheme.

### **Other important information**

In general all retail businesses and depositors are covered by the Deposit Guarantee Scheme. Exceptions for certain deposits are stated on the website of the deposit guarantee scheme . Your credit institution will also inform you on request if certain products are covered or not. If deposits are eligible the credit institution shall also confirm this on the statement of account.

### **Please return to:**

**Global Markets Documentation Team, Ground Floor, 2 Burlington Plaza, Burlington Road, Dublin 4**

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.