

# Account Mandate



**Bank of  
Ireland**

**Bank of Ireland Global Markets**

**Attn: Documentation Unit 680 Washington Blvd, 5th Floor Stamford, CT, 06901 USA**

**To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")**

We the undersigned  (e.g. Directors, Partners, Managers, etc.) of

(insert full legal name of Entity),

organized or incorporated under the laws of the State/Country of

(Insert State/Country) (the "Customer")

hereby request and authorize the Bank 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 Account Mandate and in accordance with the Terms of Business for transacting with Bank of Ireland Corporate Banking, Global Markets in the United States, which have been provided to the Customer.
3. To act on the Instructions from the Authorized Signatories as set out in Annex 1 and Annex 2 of the Account Mandate.
4. That all payments/transfers in relation to the Transactions are to be made to the accounts as set forth in Annex 3 - Settlement Instructions, separate from this document.
5. 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.
6. 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 or 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).
7. 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.
8. The Bank will be supplied with such documentation as required by the Account Mandate, EMIR Reporting Service Special Terms and Conditions ("Special T&C's"), Terms of Business for transacting with Bank of Ireland Global Markets in the United States as applicable.
9. If required, to report an eligible OTC derivative trade to a trade repository on behalf of the Customer, if so elected or required, in accordance with the Special T&C's and on receipt of a completed Annex 6 and LEI. The Customer, hereby approve the Special T&C's, in particular the covenants and provisions imposing liabilities on the Customer.
10. This resolution will be communicated to the Bank and will in conjunction with the Account Mandate, the Special T&C's, if applicable, and the Terms of Business for transacting with Bank of Ireland Global Markets in the United States provide the authority to the Bank to act on behalf of the Customer.
11. The Customer will notify the Bank in writing, signed by the Director, Partner, Manager etc. and one Authorized Signatory, of any changes to the list of Authorized Signatories.(email is acceptable if the customer has email indemnity)
12. If applicable, the Customer agrees to inform the Bank if the Customer becomes aware of any changes that may affect the evaluation of the MiFID II Regulated Transactions as set out in Annex 7.
13. If required, the Customer chooses to receive the KID for each over-the-counter derivative transaction by means of a website and confirms that the Company has regular access to the internet.
14. The Account 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.

I/we the undersigned hereby certify that:

1. All information in this Account Mandate is accurate and has been completed to the best of my/our knowledge and belief.
2. The Customer has received or accessed, has read and agrees to be bound by the terms of this Account Mandate and the documents to be provided by the Bank listed under 'Customer Checklist' in this Account Mandate as applicable for the operation of our account(s)\*\*.
3. 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)). I/we warrant that I/we have the consent of the owners of any personal data given to the Bank under this Agreement to use and disclose this data. I/we warrant that I/we have provided each individual director, secretary and Authorized Signatory with a copy of the Data Privacy Notice.
4. The Customer has fully read, understood and agrees to be bound by the 'Bank of Ireland Global Markets MiFID II costs and charges disclosure'.

5. The Customer understands that 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).
6. Where the Customer wishes to enter into OTC derivatives, the Customer has fully read, understood and agrees to be bound by the Special T&C's.
7. The board resolution on this page was duly passed at a meeting of the Board of Directors of the Customer on the following date:
8. The Customer expressly consents to the execution of orders outside of a trading venue.

We the undersigned also confirm that (i) the undersigned are authorized to issue and provide this Account Mandate to the Bank, (ii) the Customer is authorized to

- (a) carry out transactions in Spot and Forward Foreign Exchange and
- (b) enter into money market transactions including but not limited to dealings in deposits, certificates of deposits, callable deposits and such other instruments as are similar to, or derived from any of the foregoing (the "Transactions").

We hereby indemnify and agree to keep indemnify 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 ("Losses") which the Bank may incur or suffer by reason of the Bank acting on any Instructions received by telephone or facsimile message, other than losses arising out of any fraud or negligence duly proved on the part of the Bank, its officers, servants or agents, and the Bank may debit any account in our name with any sums payable by us hereunder.

This mandate shall continue in force until you receive written notification to the contrary.

**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)).

Signature <input style="width: 90%;" type="text"/> Full Name (Block letters) <input style="width: 90%;" type="text"/> Title <input style="width: 20%;" type="text"/> Date <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>	Signature <input style="width: 90%;" type="text"/> Full Name (Block letters) <input style="width: 90%;" type="text"/> Title <input style="width: 20%;" type="text"/> Date <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/> <input style="width: 20px;" type="text"/>
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\*\* This account is subject to Terms of Business and terms not otherwise defined in this Account Mandate shall have the meaning given to them under these Terms of Business. You will have received a copy of these with this Account Mandate. You can also access a copy of these on our website <https://corporate.bankofireland.com/library> or you can request another copy to be sent to you by post.

Annex 1:	List of Authorized Signatories	Required with this Account Mandate
<b>Annex 2:</b>	Instructions by Telephone and/or Email	Recommended
<b>Annex 3:</b>	Standard Settlement Instructions	Recommended
<b>Annex 4:</b>	List of Directors/General Partners/Managing Members/ Significant Owners/Affiliated Parties	Required, for changes or if not previously provided
<b>Annex 5:</b>	Electronic Confirmations Via MISYS/FX ALL	Required, if applicable
<b>Annex 6:</b>	EMIR	Required with this Mandate
<b>Annex 7:</b>	MiFID II	Required, if Customer is an EU/EEA entity
<b>Annex 8:</b>	Best Execution	Required, if Customer is an EU/EEA entity
<b>Annex 8:</b>	Key Investor Documents	Required, if Customer is an EU/EEA entity

# Annex 1

## List of Authorized Signatories

To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")

Note: If the Customer chooses to provide its own list instead of using this form, then such a list must: (i) be addressed to The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, Global Markets; (ii) be on Customer's stationery; (iii) be certified to be given in connection with the Mandate; (iv) state the date of the Mandate; and (v) contain all of the information requested below.

(Insert full legal name of Entity) (the "Customer")

### AUTHORIZED SIGNATORIES

These are the name(s) and specimen signature(s) of those individuals authorized to carry out Transactions and give Instructions on behalf of the customer the resolution stated in the Account Mandate.

Name (Block letters)	<input type="text"/>	Signature	<input type="text"/>				
<input type="checkbox"/> Authorized Signatory	<input type="checkbox"/> Authorized Dealer	<i>(Mark "X" as appropriate)</i>					
Title	<input type="text"/>	Email*	<input type="text"/>				
		Telephone*	<input type="text"/>				
Please check the US Treasury Services listed below, as applicable:							
<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>	<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>
Deposit Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swaps (Interest Rate and Currency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX Contracts/Settlements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Currency Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name (Block letters)	<input type="text"/>	Signature	<input type="text"/>				
<input type="checkbox"/> Authorized Signatory	<input type="checkbox"/> Authorized Dealer	<i>(Mark "X" as appropriate)</i>					
Title	<input type="text"/>	Email*	<input type="text"/>				
		Telephone*	<input type="text"/>				
Please check the US Treasury Services listed below, as applicable:							
<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>	<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>
Deposit Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swaps (Interest Rate and Currency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX Contracts/Settlements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Currency Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name (Block letters)	<input type="text"/>	Signature	<input type="text"/>				
<input type="checkbox"/> Authorized Signatory	<input type="checkbox"/> Authorized Dealer	<i>(Mark "X" as appropriate)</i>					
Title	<input type="text"/>	Email*	<input type="text"/>				
		Telephone*	<input type="text"/>				
Please check the US Treasury Services listed below, as applicable:							
<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>	<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>
Deposit Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swaps (Interest Rate and Currency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX Contracts/Settlements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Currency Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

\* In order to effect facsimile, email and/or telephone Instructions, the Authority and Indemnity relating to Instructions by Telephone, Email and/or Facsimile Message (Annex2) must be completed.

Customer  (Insert full legal name of Entity)

Name (Block letters) <input type="text"/>	Signature <input type="text"/>						
<input type="checkbox"/> Authorized Signatory <input type="checkbox"/> Authorized Dealer (Mark "X" as appropriate)							
Title <input type="text"/>	Email* <input type="text"/>						
	Telephone* <input type="text"/>						
Please check the US Treasury Services listed below, as applicable:							
<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>	<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>
Deposit Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swaps (Interest Rate and Currency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX Contracts/Settlements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Currency Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name (Block letters) <input type="text"/>	Signature <input type="text"/>						
<input type="checkbox"/> Authorized Signatory <input type="checkbox"/> Authorized Dealer (Mark "X" as appropriate)							
Title <input type="text"/>	Email* <input type="text"/>						
	Telephone* <input type="text"/>						
Please check the US Treasury Services listed below, as applicable:							
<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>	<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>
Deposit Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swaps (Interest Rate and Currency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX Contracts/Settlements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Currency Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Name (Block letters) <input type="text"/>	Signature <input type="text"/>						
<input type="checkbox"/> Authorized Signatory <input type="checkbox"/> Authorized Dealer (Mark "X" as appropriate)							
Title <input type="text"/>	Email* <input type="text"/>						
	Telephone* <input type="text"/>						
Please check the US Treasury Services listed below, as applicable:							
<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>	<b>US Treasury Services</b>	<b>Writing</b>	<b>Phone</b>	<b>Email</b>
Deposit Accounts	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Swaps (Interest Rate and Currency)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
FX Contracts/Settlements	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Currency Options	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Confirmations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	Other (specify) <input type="text"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**WRITTEN/EMAIL\*/FACSIMILE INSTRUCTION AUTHORIZATION**

- Any  (indicate number) Authorized Signatories above are required to give written/email/facsimile Instructions to the Bank.
- Telephone instructions can be given by any one of the persons authorized to give telephone instructions.

**ADDITIONAL INSTRUCTIONS (IF ANY)**

<input type="text"/>
<input type="text"/>

**NB: Any additional Instructions must be clear and unambiguous. The Bank may or may not be able to accommodate additional Instructions.**  
\* In order to effect facsimile, email and/or telephone instructions, the Authority and Indemnity relating to Instructions by Telephone, Email and/or Facsimile Message (Annex2) must be completed.

Customer  (Insert full legal name of Entity)

SIGNED FOR AND ON BEHALF OF THE CUSTOMER

I/We certify that the above information in this Annex 1 is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

This Annex 1 either supplements or supersedes all prior Annex 1 sent to you (please mark "X" below as appropriate)

supplements  supersedes

Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)

Signature

Signature

Full Name (Block letters)

Full Name (Block letters)

Title

Date

Title

Date

# Annex 2

## Instructions by Telephone, Email and/or Facsimile

To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")

### AUTHORITY AND INDEMNITY FROM A CUSTOMER RELATING TO INSTRUCTIONS BY TELEPHONE, EMAIL AND/OR FACSIMILE

1.  (Insert full legal name of Entity) (the "Customer") has furnished to the Bank, a mandate dated         given to the Bank pursuant to a resolution/authority of the Customer (the resolution/authority and any amendment, variation or substitution therefore from time to time are hereinafter referred to as the Mandate) in relation to the operation of any account(s) in the name of the Customer with the Bank's Global Markets division (the Customer's accounts).

The Customer has instructed the Bank that in connection with the operation of the Customer's accounts, the person(s) designated in the Annex 1 - List of Authorized Signatories, from time to time, are authorized to give Instructions by telephone, email and/or facsimile message.
2. In consideration of the Bank agreeing, at the request of the Customer, to act on Instructions received by telephone, email and/or facsimile message, the Customer hereby:
  - (a) covenants and undertakes with and to the Bank that:
    - (i) the Bank may act on such Instructions sent by telephone, email and/or facsimile message whether such Instructions include Instructions to pay money or otherwise to debit or credit any account of the Customer with any amount or relate to the disposition of any money, or purport to bind the Customer to any agreement with the Bank or with any other person or commits the Customer to any other type of transaction or arrangement whatsoever; and the Customer shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of any such and transaction as conclusive evidence of any such Instructions sent by telephone, email and/or facsimile message and of the amount involved.
    - (ii) it shall do all that is necessary to ensure commercially reasonable security in connection with the issue of any such Instructions sent by telephone, email and/or facsimile message and shall keep secret any system authorizations and/or validation codes issued in connection with such Instructions and that if any code becomes known to any unauthorized person it will notify the Bank immediately and until such notification is received by the Bank, the Customer will be liable in full for any transactions effected as a result of a breach of this provision.
  - (b) acknowledges and agrees that:
    - (i) no written confirmation shall be required before or after the Bank shall act on Instructions sent by telephone, email and/or facsimile message but the Customer shall, if called upon to do so by the Bank, confirm such Instructions in writing, provided that failure to do so shall not render invalid any action taken by the Bank pursuant to such Instructions.
    - (ii) the Bank assumes no liability or responsibility for consequences arising out of the interruption of, delay and/or loss in transit of any messages, letters or documents or for any delay, mutilation or other errors arising in transmission of any Instructions sent by telephone, email and/or facsimile message or for errors in translation of and/or interpretation of technical terms.
    - (iii) the Bank assumes no liability or responsibility for consequences arising out of the interruption of the Bank's business due to failure of power supplies, riots, terrorist attack, civil commotion, insurrections, wars, acts of God or any other causes beyond the Bank's control.
  - (c) Indemnifies and agrees to keep indemnified the Bank and its directors, officers, agents and employees against all claims, demands, liabilities, losses, costs (including legal fees) 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 received by telephone, email and/or facsimile message and that the Bank may debit any account in the name of the Customer with any sums payable by the Customer hereunder.
3. This Authority and Indemnity is irrevocable for all executed transactions and provided services, except with the written consent of the Bank. However, either the Bank or the Customer may terminate the agreement for future services at any time.
4. This Authority and Indemnity is governed by and interpreted in accordance with the laws of the State of Connecticut.
5. For the benefit of the Bank, the Customer submits to the non-exclusive jurisdiction of the State and Federal courts located in the State of Connecticut in relation to any claim or proceeding hereunder. The Customer waives trial by jury in any such action or proceeding.
6. The Customer further irrevocably submits to any other jurisdiction in which it has assets or transacts business and hereby waives any objection to any claims that any suit action or proceedings have been brought in any inconvenient forum.

## SIGNED FOR AND ON BEHALF OF THE CUSTOMER

I/We certify that the information on the previous page in this Annex 2 is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

This Annex 2 either supplements or supersedes all prior Annex 2 sent to you (please mark "X" below as appropriate)

supplements  supersedes

Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)

Signature

Signature

Full Name (Block letters)

Full Name (Block letters)

Title  Date

Title  Date

Company Name

Company Name



# Annex 3

## Standard Settlement Instruction

To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")

Note: If the Customer chooses to provide its own list instead of using this form, then such a list must: (i) be addressed to The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, Global Markets; (ii) be on Customer's stationery; (iii) be certified to be given in connection with the Mandate; (iv) state the date of the Mandate; and (v) contain all of the information requested below.

(Insert full legal name of Entity) (the "Customer")

SETTLEMENT INSTRUCTION FOR (mark "X" as appropriate) <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> OTHER (specify): <input type="text"/>	
<b>Correspondent Bank (if applicable)</b>	<b>Beneficiary Bank</b>
Bank Name <input type="text"/>	Bank Name <input type="text"/>
Address <input type="text"/>	Address <input type="text"/>
<input type="text"/>	<input type="text"/>
SWIFT Address <input type="text"/>	SWIFT Address <input type="text"/>
ABA NSC/CHAPS Details <input type="text"/>	ABA NSC/CHAPS Details <input type="text"/>
Account Number <input type="text"/>	Beneficiary Name <input type="text"/>
Any other relevant details <input type="text"/>	Address <input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	Account Number <input type="text"/>
<input type="text"/>	IBAN Number <input type="text"/>

SETTLEMENT INSTRUCTION FOR (mark "X" as appropriate) <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> OTHER (specify): <input type="text"/>	
<b>Correspondent Bank (if applicable)</b>	<b>Beneficiary Bank</b>
Bank Name <input type="text"/>	Bank Name <input type="text"/>
Address <input type="text"/>	Address <input type="text"/>
<input type="text"/>	<input type="text"/>
SWIFT Address <input type="text"/>	SWIFT Address <input type="text"/>
ABA NSC/CHAPS Details <input type="text"/>	ABA NSC/CHAPS Details <input type="text"/>
Account Number <input type="text"/>	Beneficiary Name <input type="text"/>
Any other relevant details <input type="text"/>	Address <input type="text"/>
<input type="text"/>	<input type="text"/>
<input type="text"/>	Account Number <input type="text"/>
<input type="text"/>	IBAN Number <input type="text"/>

(If at any, stage your Standard Settlement Instructions change; please advise us as soon as possible to prevent any delay in on your instructions.)

### SIGNED FOR AND ON BEHALF OF THE CUSTOMER

I/We certify that the above information in this Annex 3 is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

This Annex 3 either supplements or supersedes all prior Annex 3 sent to you (please mark "X" below as appropriate)

supplements  supersedes

Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)

Signature <input type="text"/>	Signature <input type="text"/>
--------------------------------	--------------------------------

Full Name (Block letters) <input type="text"/>	Full Name (Block letters) <input type="text"/>
------------------------------------------------	------------------------------------------------

Title <input type="text"/>	Date <input type="text"/>	Title <input type="text"/>	Date <input type="text"/>
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# Annex 4

## List of Directors/General Partners/Managing Members/ Significant Owners/Affiliated Parties

To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")

Note: If the Customer chooses to provide its own list instead of using this form, then such a list must: (i) be addressed to The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, Global Markets; (ii) be on Customer's stationery; (iii) be certified to be given in connection with the Mandate; (iv) state the date of the Mandate; and (v) contain all of the information requested below.

(Insert full legal name of Entity) (the "Customer")

### LIST OF DIRECTORS/GENERAL PARTNERS/MANAGING MEMBERS/ SIGNIFICANT OWNERS/AFFILIATED PARTIES

Including Beneficiary, Board of Directors, Counterparties (parties to a contract/transaction involving BOI-US without being a customer), Executive Management, Guarantor, Intermediaries (institutions that facilitate the contract/transaction between counterparties – i.e. broker dealers, investment managers, etc.), Power of Attorney.

Name  Date of Birth   
Business Address  Occupation   
Residential Address  Citizenship

Name  Date of Birth   
Business Address  Occupation   
Residential Address  Citizenship

Name  Date of Birth   
Business Address  Occupation   
Residential Address  Citizenship

Name  Date of Birth   
Business Address  Occupation   
Residential Address  Citizenship

Name  Date of Birth   
Business Address  Occupation   
Residential Address  Citizenship

Name  Date of Birth   
Business Address  Occupation   
Residential Address  Citizenship

### SIGNED FOR AND ON BEHALF OF THE CUSTOMER

I/We certify that the above information in this Annex 4 is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

This Annex 4 either supplements or supersedes all prior Annex 4 sent to you (please mark "X" below as appropriate)

supplements  supersedes

Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)

Signature  Signature

Full Name (Block letters)  Full Name (Block letters)

Title  Date  Title  Date

# Annex 5

## Electronic Confirmations Via MISYS/FX ALL

Date

To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the "Bank")

### REQUIRED TEXT TO COVER ALL TRANSACTIONS CONFIRMED VIA MISYS/FX ALL

(Insert full legal name of Entity) (the "Customer")

hereby agrees that in regard to foreign exchange transactions (the "FX Transactions") to be confirmed or previously confirmed with the Bank's Global Markets division through the Misys/FX All Matching Services ("Misys/FX All"), the following will apply:

- (i) the Bank will not be required to forward paper Confirmations of the FX Transactions;
- (ii) notwithstanding any mandate that the Customer may otherwise have provided to the Bank, the Bank is authorized to act on Instructions and confirmations that it may receive from the Customer through MISYS/FX All.

The Customer may discontinue use of MISYS/FX All at any time. In this event, the Customer agrees to immediately notify the Bank in writing, and the Instruction will be effective when the Bank acknowledges receipt of the termination decision and apply to all transactions initiated after the acknowledgment.

Notwithstanding anything to the contrary, the terms of this Account Mandate will continue to apply to all outstanding FX Transactions confirmed through MISYS/FX All, prior to the Bank's acknowledgement of receipt of such termination decision.

### SIGNED FOR AND ON BEHALF OF THE CUSTOMER

I/We certify that the above information in this Annex 5 is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

This Annex 5 either supplements or supersedes all prior Annex 5 sent to you (please mark "X" below as appropriate)

supplements       supersedes

Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)

Signature

Signature

Full Name (Block letters)

Full Name (Block letters)

Title  Date

Title  Date

# Annex 6

## European Market Infrastructure Regulations (EMIR) Information

1. Do you intend to enter into OTC derivatives contracts<sup>1</sup> (including FX forwards) with the Bank? Yes  No   
If you answered Yes, please proceed with questions 2- 4 below. If you answered No, you can proceed directly to Annex 7.

### 2. 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 forward foreign exchange transaction that is connected to a payment transaction and is not transacted on a MIFID Venue<sup>2</sup>.

3. Do you want the Bank to report your trade information to a trade repository in order to comply with your requirements under EMIR?  
Yes  No

### 4. Counterparty Classification

A(1) - Financial Counterparty "FC" (Please specify which FC type 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 purpose of serving one or more employee share purchase plans);   
or

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

A(2) - 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"]

B - Non- Financial Counterparty "NFC" that is not subject to the clearing obligation under EMIR ["NFC-"]

C - 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

D - 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.

For EU/EEA Customers only:

Please note,

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

If the Customer is an NFC- that has already invested in a reporting system, it can opt out of the mandatory reporting. Does the Customer want to report the OTC derivatives contract itself?

Yes  No

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

Yes  No

# Annex 7

## MIFID II / MIFIR Transaction Reporting Data (For EU/EEA Customers only)

The Bank will provide details of all MiFID II Regulated Transactions which we are 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 which of the Customer's Transactions are reportable or not please provide the following information:

1. Does the Customer intend to enter into forward foreign exchange transactions with the Bank?  
(If yes, proceed to no. 2) Yes  No
  
2. The Customer is a financial counterparty as set out under EMIR (see Annex 6 above)  
(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>3</sup>; Yes  No
  
  - (ii) entered into in order to facilitate payment for identifiable goods, services or direct investment?<sup>4</sup>; Yes  No
  
  - (iii) 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 no. 3 and 4? Yes  No

**PLEASE NOTE:**

If the Customer answered "No " to the criterion in no. 2 and yes to 3 - 4, its transaction is exempted from the MiFID II/MiFIR regulatory reporting obligation.

The Bank will not be reporting these transactions to the competent Regulatory Authorities (Central Bank of Ireland or Financial Conduct Authority).

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

By signing this Mandate, the Customer agrees to inform the Bank if it is aware or becomes aware of any changes that may affect the evaluation of any transactions.

<sup>3</sup> Other than by reason of a default or other termination events.

<sup>4</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

# Annex 8

## Best Execution (For EU/EEA Customers only)

As the Bank operates in the over-the-counter (OTC) market, it typically does not use execution venues. However, if the Bank decides to use an execution venue in relation to the Customer's Instruction, it will inform the Customer of the execution venue on which it is placing significant reliance in order to fulfil the Bank's 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 signing this Mandate, the Customer expressly consents to the Bank to execute its order outside of a trading venue.

# Annex 9

## Key Information Documents (For EU/EEA Customers only)

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

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

# Global Markets Account Application Completion Instructions

## Customer Checklist:

<p>You must complete the following in the form:</p> <p>Annex 1: List of Authorized Persons</p> <p>Annex 2: Instructions by Telephone, Email and/or Facsimile</p> <p>Annex 3: Standard Settlement Instructions</p> <p>Annex 4: List of Directors/General Partners/Managing Members/ Significant Owners/Affiliated Parties (for changes or if not previously provided)</p> <p>Annex 5: Electronic Confirmations Via MISYS/FX ALL</p> <p>Annex 6 EMIR</p> <p>Annex 7 MiFID II</p> <p>Annex 8 Best Execution</p> <p>Annex 9 Key Investor Documents</p>	<p>You have received:</p> <ul style="list-style-type: none"><li>• Governor and Company of the Bank of Ireland Terms of Business</li><li>• Terms of Business (Global Markets)</li><li>• Global Markets Accounts Fees and Charges</li><li>• Bank of Ireland Global Markets MiFID II cost and charges disclosures</li><li>• EMIR Reporting Service Special Terms and Conditions (if applicable)</li><li>• GDPR Data Privacy Notice (if applicable and not already provided by RM in previous dealings)</li><li>• US Branch Customer Identification Program (CIP) Notice</li></ul>
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