

Corporate Banking

(ROI) Mandate

February 2025



**Bank of
Ireland**

YOUR CORPORATE BANKING (ROI) MANDATE EXPLAINED:

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

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

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

Annex 1 is the list of "General Authorised Individuals" (as defined on page 3) the Customer wishes to nominate to operate the accounts in relation to all aspects permitted under Resolutions 1(i) – (iii) of Section 1 below.

Annex 2 is the list of "GM Authorised Individuals" (as defined on page 3) the Customer wishes to nominate to be empowered to give instructions to the Bank in relation to Resolution 1(i) 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.

Terms and Conditions

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

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

Please call your Corporate Banking representative if the Customer has any questions about completing the Mandate.

SECTION 1 – COPY RESOLUTION

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

RESOLVED on the date of that **The Governor and Company of the Bank of Ireland (Bank)** be requested to note the instructions answers provided, applications, information, agreements, confirmations, acknowledgements and certifications (as the case may be) set out below and act accordingly:

Opening and Operation of Account(s) (Complete Annex 1 and/or Annex 2)

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

provided that the relevant instruction is given on behalf of the Customer in writing or 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 at 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 this Resolution).
- 1(A) That the "General Authorised Individuals" listed in Annex 1 be authorised to give any of the instructions contemplated under points (i) – (iii) of Resolution 1 (above) whereas the "GM Authorised Individuals" listed in Annex 2 be authorised to give the instructions contemplated under point (iii) of Resolution 1 (above) only.

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

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

Authority and Indemnity relating to Instructions

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

TRN

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

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

SECTION 1 – COPY RESOLUTION (CONTINUED)

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

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

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

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

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

Deposit Guarantee Scheme (DGS)

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

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

Introduction

The Customer acknowledges and agrees each of the following in relation to FATCA and CRS:

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

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

If the Customer has any questions about how to complete this section 10 or any other concerns about the impact of automatic exchange of information, that it should contact its tax advisor or local tax authority.

The Bank does not provide tax advice and will not be liable for any errors contained in this section 10.

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

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

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

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

If "Yes" the Customer must complete Section 10.1 (b)

If "No" please proceed to Section 10.1 (c)

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

If "Yes" the Customer must provide the Company's U.S. Tax Identification Number (TIN):

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

If "Yes" please list below all countries/territories in which the customer is tax resident, and provide the corresponding Tax Identification Number (TIN), or functional equivalent for each country/territory

If "No" please proceed to Section 10.2

Country/Territory	Tax Identification Number (or Equivalent)

SECTION 1 – COPY RESOLUTION (CONTINUED)

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

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

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 Bank ☐

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)

Section 10.3 – To be completed by Financial Institutions only

(For more details on Financial Institutions, please refer to the Glossary and Guidance Notes)

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) ☐

The Customer's Global Intermediary Identification Number (GIIN):

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

a) Certified Deemed Compliant Foreign Financial Institution ☐

b) Exempt Beneficial Owner ☐

c) Non-Participating Foreign Financial Institution ☐

d) Excepted Foreign Financial Institution ☐

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

i) Investment Entity in a Non-Participating Jurisdiction ☐

If the Customer is an Investment Entity in a Non-Participating Jurisdiction please complete the Controlling Person Self Certification Form

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

European Market Infrastructure Regulation (EMIR) Trade Reporting Service (This resolution is optional. Please refer to Annex 3.)

11. The Customer intends to enter into OTC derivatives contracts (including FX forwards) with the Bank. 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.

(Tick this box if approved) ☐

SECTION 1 – COPY RESOLUTION (CONTINUED)

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 EMIR ["NFC-"] ☐

OR

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

- OTC credit derivative contracts ☐

- OTC equity derivative contracts ☐

- OTC interest rate derivative contracts ☐

- OTC foreign exchange derivative contracts ☐

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

OR

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

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

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

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

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

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

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

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

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

If 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 ☐

SECTION 1 – COPY RESOLUTION (CONTINUED)

MIFID II / MIFIR TRANSACTION REPORTING DATA

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

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

PLEASE NOTE:

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

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

SECTION 1 – COPY RESOLUTION (CONTINUED)

Best Execution

13. As the Bank operates in the over-the-counter (OTC) market, the Bank typically does not use execution venues. However, if the Bank decides to use an execution venue in relation to the Customer's Instruction, the Bank will inform 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.

Key Information Documents

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

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

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

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

Documentation Changes and Amendments

15. The Bank be supplied with such other documentation as is required by this Resolution or pursuant to any applicable terms and conditions.

16. The Bank be given prompt notice in writing:

- (i) (in substantially the form supplied by the Bank to the Customer at the Customer's request) of any changes to the list of 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, (ii) a secretary/director of the Customer and one General Authorised Individual of the Customer or (iii) for a single director company, the director and the secretary.
- (ii) of any change which occurs to the directors, company secretary, controlling parties, trading partners, beneficial ownership or registered address of the Customer, signed by the then company secretary or a director of the Customer.

17. This Resolution be communicated to the Bank and shall, in conjunction with any applicable terms and conditions, constitute the mandate and authority of the Customer to the Bank. Other than documentation changes and amendments referred to in 16 above, this mandate and authority shall remain in full force until an amending resolution is passed by the board of directors of the Customer and a copy thereof, certified by the then secretary or chairperson of the meeting is furnished to the Bank.

SECTION 2 – AUTHORITY & INDEMNITY

In consideration of the Bank agreeing, at the request of the Customer, to act on Instructions (as defined in paragraph 6 of the Resolution in Section 1 of this mandate), the Customer hereby:

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

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

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

SECTION 3 – CERTIFICATION OF THE RESOLUTION AND AGREEMENT

We hereby certify to the Bank that:

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

AUTHORISER 1 - Please provide details of the Chairperson¹ of the Meeting at which the Mandate resolutions were passed.
This person must be a director or company secretary and their details must match those held on the CRO.

Title	
First Name	
Last Name	
Role in company	
Date of Birth	
Email Address	
Mobile Number	

Mandatory - Tick to confirm that this person has authority to act on behalf of the Customer ☐

AUTHORISER 2 - You need to nominate a second signatory.
This person must be a director or company secretary² and their details must match those held on the CRO.

Title	
First Name	
Last Name	
Role in company	
Date of Birth	
Email Address	
Mobile Number	

Mandatory - Tick to confirm that this person has authority to act on behalf of the Customer ☐

¹ An original wet-ink signature (or a valid electronic signature) of the Chairperson must be received. 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 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 e-signature in this section of the Mandate.

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

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

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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	

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 1(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).

(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)

(Each authorised individual acknowledges that their personal data provided in this form will be processed in accordance with the Bank of Ireland Data Privacy Notice available at Data Privacy - Bank of Ireland Group Website)

	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		

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

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 11 again and complete for other General Authorised Individuals.

Other details and / or specific instructions:

ANNEX 2 – LIST OF GM AUTHORISED INDIVIDUALS (INCLUDING BUSINESS DETAILS)

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 1 (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 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)

(Each authorised individual acknowledges that their personal data provided in this form will be processed in accordance with the Bank of Ireland Data Privacy Notice available at Data Privacy - Bank of Ireland Group Website)

	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 GM Authorised Individuals please, print page 13 again and complete for other GM 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 ☐

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

FATCA and CRS Self-Certification

Guidance Notes & Glossary of
Terms for Business /
Non-Personal Customers



Classification: Public

- The FATCA and CRS Self-Certification Form for Business Customers / Non-Personal Customers should only be completed where the account holder is other than a natural person, that is, organisations such as corporations, partnerships, trusts and other entities.
- The Self-Certification Form should be completed by, or on the behalf of, the account holder(s).
- It is the responsibility of the party completing the Self-Certification Form to ensure that the information provided is complete and valid and, additionally, to provide the recipient with any additional documentation, information or replacement forms when requested or required.
- If you are unsure how to complete this form or do not understand the consequences of not providing information, you should seek independent legal or tax advice. Nothing in these instructions should be construed as legal or tax advice.

Selecting your Entity Classification

You are required to identify the entity type applicable to your Entity/Organisation. The following questions are designed to assist you with this process. All Sections must be completed as follows:

- Non-Financial Entities – Complete Sections 1, 2, 3 and 6
- Financial Institutions – Complete Sections 1, 2, 4, 5 and 6

Section 1: Entity/Organisation Details (mandatory)

This must be the same as the information provided in the account opening mandate.

Section 2: Tax Residency for FATCA and CRS (mandatory)

- If your Entity/Organisation is resident in the U.S. for tax purposes, please indicate this in Section 2(a) of the Self-Certification Form and proceed to complete Section 2(b).
- Is your Entity/Organisation a Specified U.S. Person (a Specified U.S. Person includes organisations)?
 - **If Yes:** Please indicate this on the Self-Certification Form and provide your U.S. TIN
 - **If No:** Please indicate this on the Self-Certification Form.
 - **If Don't Know:** Please review the definitions in the **Glossary** section below.
- Is your Entity/Organisation resident for tax purposes in any country other than the U.S. and the Republic of Ireland?
 - **If Yes:** Please indicate this on the Self-Certification Form and list all countries where your Entity/Organisation is resident for tax purposes (continuing on a separate sheet if necessary).
 - For each country please provide the relevant Taxpayer Identification Number ("TIN") or its functional equivalent: this is a unique number or code which will enable the tax authority in that country to identify the organisation.
 - **If No:** Please proceed to **Section 3** of the Self-Certification Form.

Section 3: Non-Financial Entities

(See the Glossary Section for specific definitions)

If your Entity/Organisation is **not** a Financial Institution, please complete Section 3.

Complete the classifications for **both** FATCA and CRS.

- If your organisation is an **Active NFE** or an **Active NFFE**, please tick the corresponding field on the Self-Certification Form and proceed to **Section 6**.
- If your organisation is a **Passive NFE** or a **Passive NFFE**, please tick the corresponding field on the Self-Certification Form and proceed to complete **Section 6**. You must also complete the Controlling Person Self-Certification Form with respect to each Controlling Person.
- If your organisation is an **Excepted NFFE**, please tick the corresponding field on the Self-Certification Form and proceed to **Section 6**.
- **If Don't Know:** Please review the definitions in the **Glossary** section below.

Section 4: Financial Institutions required for FATCA

(See the Glossary Section for specific definitions)

If your organisation is a Financial Institution please complete Section 4 to confirm your classification for FATCA.

- If your organisation is a Financial Institution under FATCA, please indicate this on the Self-Certification Form by selecting the appropriate option **(i-iii)**.
- If your organisation is a Financial Institution but does not have a GIIN, please indicate this on the Self-Certification Form by selecting the appropriate option **(a-e)**.
- **If Don't Know:** Please review the definitions in the **Glossary** section below.

Section 5: Financial Institutions required for CRS

(See the Glossary Section for specific definitions)

If your organisation is a Financial Institution please complete Section 5 to confirm your classification for CRS.

- If your organisation is an **Investment Entity in a Non-Participating Jurisdiction**, please tick the corresponding field on the application form and proceed to complete **Section 6**. You must also complete the Controlling Person Self-Certification Form with respect to each Controlling Person.
- If your organisation is a Financial Institution under CRS, please indicate this on the Self-Certification Form.
- **If Don't Know:** Please review the definitions in the **Glossary** section below.

Section 6: Declaration and Signature (mandatory)

You must duly sign the Self-Certification declaration and certify that the information provided is correct and accurate.

Glossary

FATCA SPECIFIC DEFINITIONS

Active Non-Financial Foreign Entity (Active NFFE)

An NFFE will be regarded as an Active NFFE if it meets **any** one of the following:

- Less than 50 per cent of the NFFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50 per cent of the assets held by the NFFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
- The stock of the NFFE is regularly traded on an established securities market or the NFFE is a Related Entity of an Entity the stock of which is traded on an established securities market;
- The NFFE is organised in a US Territory and all of the owners of the payee are bona fide residents of that US Territory;
- The NFFE is a non-US government, a government of a US Territory, an international organisation, a non-US central bank of issue, or an Entity wholly owned by one or more of the foregoing;
- Substantially all of the activities of the NFFE consist of holding (in whole or in part) the outstanding stock of, and providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an NFFE shall not qualify for this status if the NFFE functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- The NFFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution; provided, that the NFFE shall not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFFE;
- The NFFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;

- viii.) The NFFE primarily engages in financing and hedging transactions with or for Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- ix.) The NFFE meets all of the following requirements:
 - a.) It is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, or educational purposes;
 - b.) It is exempt from income tax in its country of residence;
 - c.) It has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - d.) The applicable laws of the Entity's country of residence or the Entity's formation documents do not permit any income or assets of the Entity to be distributed to, or applied for the benefit of, a private person or noncharitable Entity other than pursuant to the conduct of the Entity's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the Entity has purchased; and
 - e.) The applicable laws of the Entity's country of residence or the Entity's formation documents require that, upon the Entity's liquidation or dissolution, all of its assets be distributed to a governmental Entity or other non-profit organisation, or escheat to the government of the Entity's country of residence or any political subdivision thereof.

Agreement

This means the agreement between the Government of Ireland and the Government of the United States of America to Improve International Tax Compliance and to Implement FATCA.

Certified Deemed Compliant Foreign Financial Institution

A foreign financial institution which meets certain criteria is referred to as a deemed compliant foreign financial institution.

Categories of certified deemed compliant financial institution, as listed in the Agreement, include:

- i.) Non-Profit Organisations
- ii.) Local Client Base Financial Institution.
- iii.) Certain Collective Investment Vehicles; i.e.
 - Where all of the interests in a collective investment vehicle (including debt interests in excess of \$50,000) are held by or through one or more Financial Institutions that are not Non-Participating Financial Institutions, the reporting obligations of any Investment Entity (other than a Financial Institution through which interests in the collective investment vehicle are held) will be deemed fulfilled with respect to interests in the collective investment vehicle.

Categories of certified deemed compliant financial institution, as listed in the U.S regulations, include:

- i.) Non registering local banks,
- ii.) Financial Institutions with only low value accounts,
- iii.) Sponsored closely held investment vehicles,
- iv.) Limited Life debt investment entities,
- v.) Owner Documented Financial Institutions,
- vi.) Certain Investment Advisors and
- vii.) Investment Managers who do not maintain Financial Accounts.

Excepted Foreign Financial Institution (Excepted FFI)

The term Excepted FFI refers to the following types of entities which are excluded from the FFI definition;

- i.) Holding companies engaged in non-financial business
- ii.) Start-up companies for non-financial business
- iii.) Liquidating or reorganizing non-financial entities
- iv.) Group hedge/financial company which is non-financial and restricted to affiliates
- v.) Organised in U.S. Territory

Excepted Non-Financial Foreign Entity (Excepted NFFE)

The term Excepted NFFE refers to;

- i.) Any corporation the stock of which is regularly traded on one or more established securities market (and certain affiliates thereof);
- ii.) Any territory entity organized under the laws of a U.S. possession and is directly or indirectly, wholly owned by 1 or more bona fide residents of the possession;
- iii.) Any entity that is an active NFFE; or
- iv.) Other entities that are excepted NFFEs; i.e.
 - (i) certain nonfinancial holding companies
 - (ii) certain start-up companies
 - (iii) non-financial entities that are liquidating or emerging from reorganisation or bankruptcy
 - (iv) IRC Section 501(c) entities (other than certain insurance companies) non-profit organisations

Exempt Beneficial Owner

The term "Exempt Beneficial Owner" means

- i.) The Irish Government, any political subdivision of the Irish Government or any wholly owned agency or instrumentality of any one or more of the foregoing including: The National Treasury Management Agency, The National Pensions Reserve Fund and the National Pensions Reserve Fund Commission, and, The National Asset Management Agency;

- ii.) The office in Ireland of any institution of the European Union, of the European Investment Bank, the European Bank for Reconstruction and Development, or of any organisation to which the Diplomatic Relations and Immunities Acts 1967 – 2006 apply;
- iii.) a Central Bank; or
- iv.) A pension trust and any other organisation, as referred to in Article 4(1)(c) (Residence) of the Convention, established in Ireland and maintained exclusively to administer or provide retirement or employee benefits.

Foreign Financial Institution (FFI)

A FFI refers to an foreign entity that;

- i.) Accepts deposits in the ordinary course of a banking or similar business (banks, credit unions),
- ii.) Holds financial assets for the account of others as a substantial portion of its business (brokerages, custodians), or
- iii.) Is engaged (or holding itself out as being engaged) primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, or any interest (including a futures or forward contract or option) in such securities, partnership interests, or commodities (mutual funds, private equity funds, hedge funds).
- iv.) Is a Specified Insurance Company.

Global Intermediary Identification Number (GIIN)

The term GIIN refers to an identification number that is assigned to certain financial institutions by the U.S. Internal Revenue Service.

Investment Entity

The term investment entity means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the following activities or operations for or on behalf of a customer:

- i.) Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign currency; foreign exchange, interest rate, and index instruments; transferable securities; or commodity futures trading;
- ii.) Individual and collective portfolio management; or
- iii.) Otherwise investing, administering, or managing funds or money on behalf of other persons.

Local Client Base Financial Institution

This category applies to financial institutions that meet the following criteria (a) licensed and regulated under the laws of the Republic of Ireland (b) have no fixed place of business outside of the Republic of Ireland (c) do not solicit account holders outside of Ireland. For the full list of criteria please refer to Section II, Paragraph B of Annex II of the Agreement.

Non-Financial Foreign Entity (NFFE)

An “NFFE” means any Non-U.S. Entity that is not a foreign financial institution as defined in relevant U.S. Treasury Regulations, and also includes any Non-U.S. Entity that is resident in Ireland or other partner jurisdiction and that is not a Financial Institution.

Non-Participating Foreign Financial Institution

The term “Non-Participating Foreign Financial Institution” means a Financial Institution that is not participating in FATCA.

Non-Profit Organisation

The term “Non-Profit Organisation” refers to;

- i.) Charitable organisations approved in accordance with section 848A and Schedule 26A of the Taxes Consolidation Act 1997
- ii.) A body established for the promotion of athletic or amateur games or sports that has been granted exemption from tax in accordance with section 235 of the Taxes Consolidation Act 1997 by the Revenue Commissioners.

Participating Foreign Financial Institution

Some countries have not entered into an agreement for automatic exchange of information with the US. A Participating Foreign Financial Institution is a financial institution resident in such a country which has directly entered into an agreement with the Internal Revenue Service (IRS) in the U.S. to identify U.S. account holders and report on their accounts.

Partner Jurisdiction Financial Institution (including Irish Financial Institution)

The term “Partner Jurisdiction Financial Institution” means (i) any Financial Institution that is resident in a jurisdiction that has in effect an agreement with the United States to facilitate the implementation of FATCA, but excludes any branch of that Financial Institution that is located outside such jurisdiction.

Passive Non-Financial Foreign Entity (Passive NFFE)

A “Passive NFFE” means any NFFE that is not (i) an Active NFFE or (ii) a withholding foreign partnership or withholding foreign trust, pursuant to relevant U.S. Treasury Regulations.

Registered Deemed Compliant Foreign Financial Institutions

The Financial Institutions falling within this category are not included as Deemed Compliant Foreign Financial Institutions under the Agreement. However the institutions are regarded as Registered Deemed Compliant Foreign Financial Institutions under the U.S. Regulations. Categories include:

- i.) Non-reporting members of a group of related Participating Foreign Financial Institutions,
- ii.) Restricted funds,
- iii.) Qualified credit card issuers,
- iv.) Sponsored investment entities, or
- v.) Controlled foreign corporations.

Specified U.S. Person

The term "Specified U.S. Person" means a U.S. Person, other than: (i) a corporation the stock of which is regularly traded on one or more established securities markets; (ii) any corporation that is a member of the same expanded affiliated group, as defined in section 1471(e) (2) of the U.S. Internal Revenue Code, as a corporation described in clause (i); (iii) the United States or any wholly owned agency or instrumentality thereof; (iv) any State of the United States, any U.S. Territory, any political subdivision of any of the foregoing, or any wholly owned agency or instrumentality of any one or more of the foregoing; (v) any organisation exempt from taxation under section 501(a) or an individual retirement plan as defined in section 7701(a)(37) of the U.S. Internal Revenue Code; (vi) any bank as defined in section 581 of the U.S. Internal Revenue Code; (vii) any real estate investment trust as defined in section 856 of the U.S. Internal Revenue Code; (viii) any regulated investment company as defined in section 851 of the U.S. Internal Revenue Code or any entity registered with the Securities Exchange Commission under the Investment Company Act of 1940 (15 U.S.C. 80a-64); (ix) any common trust fund as defined in section 584(a) of the U.S. Internal Revenue Code; (x) any trust that is exempt from tax under section 664(c) of the U.S. Internal Revenue Code or that is described in section 4947(a)(1) of the U.S. Internal Revenue Code; (xi) a dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any State; or (xii) a broker as defined in section 6045(c) of the U.S. Internal Revenue Code.

U.S. Person

The term "U.S. Person" means a U.S. citizen or resident individual, a partnership or corporation organized in the United States or under the laws of the United States or any State thereof, a trust if (i) a court within the United States would have authority under applicable law to render orders or judgments concerning substantially all issues regarding administration of the trust, and (ii) one or more U.S. persons have the authority to control all substantial decisions of the trust, or an estate of a decedent that is a citizen or resident of the United States. These terms should be interpreted in accordance with the U.S. Internal Revenue Code.

U.S. Territory

The term "U.S. Territory" means American Samoa, the Commonwealth of the Northern Mariana Islands, Guam, the Commonwealth of Puerto Rico, or the U.S. Virgin Islands.

CRS SPECIFIC DEFINITIONS

Active Non-Financial Entity (Active NFE)

The term "Active NFE" means any NFE that meets any of the following criteria:

- i.) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;

- ii.) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
- iii.) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
- iv.) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
- v.) the NFE is not yet operating a business and has no prior operating history, but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
- vi.) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
- vii.) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions, and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial Institution; or
- viii.) the NFE meets all of the following requirements:
 - a.) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
 - b.) it is exempt from income tax in its jurisdiction of residence;
 - c.) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
 - d.) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities,

or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and

- e.) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organisation, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.

Investment Entity

The term "Investment Entity" means any entity:

- i) that primarily conducts as a business one or more of the following activities or operations for or on behalf of a customer:
 - a.) trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
- ii.) individual and collective portfolio management; or otherwise investing, administering, or managing financial assets or money on behalf of other persons; or
- b.) the gross income of which is primarily attributable to investing, reinvesting, or trading in financial assets, if the entity is managed by another entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or an Investment Entity described in (a) above.

An entity is treated as primarily conducting as a business one or more of the activities described in (a), or an entity's gross income is primarily attributable to investing, reinvesting, or trading in financial assets for purposes of (b), if the entity's gross income attributable to the relevant activities equals or exceeds 50 per cent of the entity's gross income during the shorter of: (i) the three-year period ending on 31 December of the year preceding the year in which the determination is made; or (ii) the period during which the entity has been in existence. The term "Investment Entity" does not include an entity that is an Active Non-Financial Entity because it meets any of the criteria in (iv) to (vii) in the definition of Active Non-Financial Entity.

An Investment Entity that is not tax resident in a CRS participating jurisdiction will be considered to be a Passive NFE.

Non-Financial Entity

A Non-Financial Entity is any entity that is not a Financial Institution or an entity that is not a Partner Jurisdiction financial Institution.

Passive Non-Financial Entity (Passive NFE)

A Passive Non-Financial Entity is any Non-Financial Entity that is not an Active Non-Financial Entity.

Participating Jurisdiction

A country that has adopted the Common Reporting Standard and that may have concluded a (multiple) Competent Authority Agreement with the country in which the entity holds the account. For further information please consult: <http://www.oecd.org/ctp/exchange-of-tax-information/MCAASignatories.pdf>

GENERAL TERMS

Controlling Persons

The term "Controlling Persons" means the natural persons who exercise control over an Entity. In the case of a trust, such term means the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, and any other natural person(s) exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions. The term "Controlling Persons" must be interpreted in a manner consistent with the Financial Action Task Force Recommendations.

CRS

The OECD Common Reporting Standard (commonly known as 'CRS') refers to the standard for the Automatic Exchange of Financial Account Information in Tax Matters given legislative effect by the Republic of Ireland under Section 891F of the Taxes Consolidation Act 1997.

Custodial Institution

The term "Custodial Institution" means any entity that holds, as a substantial portion of its business, financial assets for the accounts of others. A substantial portion is where the entity's gross income attributable to the holding of financial assets and related financial services equals or exceeds 20% of the entity's gross income during the shorter of:

- i.) The three-year period that ends on 31 December (or the final day of a non-calendar year the account period) prior to the year in which the determination is being made, and
- ii.) The period during which the entity has been in existence

Depository Institution

The term "Depository Institution" means any Entity that accepts deposits in the ordinary course of a banking or similar business.

FATCA

The Foreign Account Tax Compliance Act (commonly known as 'FATCA') contained in the US Hire Act 2010 and given legislative effect by the Republic of Ireland under Section 891E of the Taxes Consolidation Act 1997 and subsequent regulations.

Financial Institution

The term "Financial Institution" means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company as defined in the tax regulations.

Passive Income

The term “Passive Income” refers generally to the portion of gross income that consists of: dividends (including substitute dividend payments); interest; income equivalent to interest; rents and royalties (other than those derived in the active conduct of a trade or business conducted, at least in part, by employees); annuities; net gains from the sale of property that gives rise to passive income; net gains from certain transaction in commodities; net foreign currency gains; net income from notional principal contracts; amounts received under cash value insurance contracts; and amounts received by an insurance company in connection with its reserves for insurance and annuity contracts.

Related Entity

An entity is a Related Entity of another entity if either entity controls the other entity, or two entities are under common control. For this purpose control includes direct or indirect ownership of more than 50 per cent of the vote and value in an entity.

Specified Insurance Company

The term “Specified Insurance Company” means any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

Tax Regulations

The term ‘Tax Regulations’ refers to regulations created to enable automatic exchange of information and include the Foreign Account Tax Compliance Act (FATCA) and the OECD Common Reporting Standard (CRS), as given legislative effect in the Republic of Ireland by inclusion in Section 891E and Section 891F of the Taxes Consolidation Act 1997.

TIN

The term TIN” means the entity or individual’s Tax Identification Number.

FATCA and CRS

Self-Certification Form

Business Customers/Non-Personal Customers



Please complete this form if you are a business customer/non-personal customer other than a sole trader. If you are a sole trader, please complete Personal/Sole Trader FATCA/CRS Self-Certification Form

All Sections must be completed as follows:

- ▶ Non-Financial Entities – Complete Sections 1, 2, 3 and 6
- ▶ Financial Institutions – Complete Section 1, 2, 4, 5 and 6

Introduction

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

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

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

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

When filling in this form, read the Glossary of Terms (form 4-1069R) for definitions of specific words and terms.

Section 1 – Entity/Organisation Details (mandatory)

Name of Entity or Organisation	<input type="text"/>
Country of Incorporation or Organisation	<input type="text"/>
Current Registered Address	<input type="text"/>
	<input type="text"/>
	<input type="text"/>

Section 2 – Tax Residency for FATCA and CRS (mandatory)

Please review the below and complete as appropriate

a) Is your Entity/Organisation a Specified U.S. Person (Note that a Specified U.S. Person includes organisations) Yes ☐ No ☐

If "Yes" you must provide your Organisation's U.S. Tax Identification Number (TIN):

b) Is your Entity/Organisation resident for tax purposes in any country other than the U.S. and the Republic of Ireland? Yes ☐ No ☐

If "Yes", please list below all countries/territories in which your Organisation is tax resident, and provide the corresponding Tax Identification Number (TIN), or functional equivalent for each country/territory, or else a valid explanation as to why no TIN is available,

If "No" please proceed to Section 3

Country/Territory of Tax Residency	Taxpayer Identification Number (TIN)	Reason why no TIN provided (indicate A, B or C from the explanations outlined below)

If you have not been able to provide a TIN, please indicate why using one of the following explanations:

- A. the country/territory of tax residency does not issue TINs or functional equivalents to its residents;
- B. the country/territory of tax residency has not issued a TIN to you (if selecting this option B, please also provide an explanation in the box above as to why no TIN has been issued to you); or
- C. the domestic law of the country/territory of tax residency does not require the collection of a TIN.

Section 3 – Non-Financial Entities

NB: If you are a Financial Institution please proceed directly to Section 4. Otherwise, please select your Entity/Organisation's classification for both FATCA and CRS.

For more details on Non-Financial Entities, please refer to the Glossary in form 4-1069R.

FATCA:

I certify that the Entity/Organisation is an Active NFFE

☐ if "Yes" proceed to Section 6

I certify that the Entity/Organisation is a Passive NFFE

☐ if "Yes", proceed to Section 6 and complete the Controlling Person Self-Certification Form (4-1070R)

I certify that the Entity/Organisation is an Excepted NFFE

☐ if "Yes" proceed to Section 6

CRS:

I certify that the Entity/Organisation is an Active NFE, the stock of which is regularly traded on an established Securities' Market

☐ if "Yes" proceed to Section 6

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

☐ if "Yes" proceed to Section 6

I certify that the Entity/Organisation is an Active NFE, an international organisation

☐ if "Yes" proceed to Section 6

I certify that the Entity/Organisation is an Active NFE, other than the above Active NFE categories

☐ if "Yes" proceed to Section 6

I certify that the Entity/Organisation is a Passive NFE

☐ if "Yes" proceed to Section 6 and complete the Controlling Person Self-Certification Form (4-1070R)

Section 4: Financial Institutions required for FATCA

The information provided in this section is for FATCA, please note your classification may differ from your CRS classification in Section 5. If your Entity/Organisation is a Financial Institution under FATCA, please tick one of the options below.

If you are not a Financial Institution under FATCA, please proceed to Section 5.

For more details on Financial Institutions, please refer to the Glossary in form 4-1069R.

- 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 your Entity is a Financial Institution but 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 5: Financial Institutions required for CRS

The information provided in this section is for CRS. Please note your CRS classification may differ from its FATCA classification in Section 4. If your Entity/Organisation is a Financial Institution under CRS, please tick one of the options below.

If your Entity/Organisation is not a Financial Institution under CRS, please proceed to Section 6.

For more details on Financial Institutions, please refer to the Glossary in form 4-1069R.

- i) ☐ Investment Entity in a Non-Participating Jurisdiction
Please complete the Controlling Person Self-Certification form (4-1070R)
- ii) ☐ Financial Institution (other than (i) above)

Section 6 – Declaration and Signature (mandatory)

As a representative authorised to sign on behalf of the entity, I declare that I have examined the information on this form and that the information provided in this form is, to the best of my knowledge and belief, accurate and complete.

As a representative authorised to sign on behalf of the entity, I agree to submit a new form within 30 days if, due to a change of circumstances, any certification or information on this form becomes inaccurate.

Authorised Signatory

/ /

Date

Capacity/Role

EMIR Reporting Service

Special Terms and Conditions

October 2024



**Bank of
Ireland**

Part 1: Applicability

1.1 Purpose

The following special terms and conditions, together with any annexes (the **Special Terms and Conditions**), appended to the Bank's Terms and Conditions and/or Terms of Business and the terms of your most recent Account Mandate which Bank of Ireland ("**the Bank**") has agreed with you in writing (the **Account Mandate**), are the basis on which the Bank will provide the EMIR reporting service described in the Delegated Reporting Service Provisions or the Mandatory Reporting Service Provisions, as applicable.

1.2 Interpretation

In the event of, and to the extent of, any conflict between these Special Terms and Conditions and the Terms and Conditions of the Bank, these Special Terms and Conditions shall prevail. In the event of, and to the extent of, any conflict between these Special Terms and Conditions and the Account Mandate, the Special Terms and Conditions shall prevail.

1.3 Existing Agreements

The Special Terms and Conditions shall be deemed to supersede any other agreement that has been previously been executed by the Bank and the Customer with respect to EMIR reporting services.

1.4 Definitions

In these Special Terms and Conditions, the following terms shall have the meaning set out in clause 9 of the General Provisions below and capitalised terms not defined herein shall have the meaning set out in the Terms and Conditions or Terms of Business.

Part 2: Delegated Reporting Service Provisions

Purpose

The Customer has requested that the Bank facilitate the Customer in meeting some or all of its reporting obligations by reporting, on the Customer's behalf, relevant data to a Trade Repository.

1 Delegated Reporting Services to be provided

1.1 On or after the Reporting Start Date subject to timely receipt from the Customer of all necessary information, the Bank will report the following information relating to all Transactions entered into on or after the Effective Date, to a Trade Repository:

- (a) Common Data on behalf of the Bank and the Customer; and
- (b) Counterparty Data on behalf of the Customer.

1.2 The Bank offers the Delegated Reporting Service in good faith.

However, the Bank's reporting obligation is qualified by and shall not extend to, the limitations set out in Annex 2, as may be amended from time to time.

1.3 Subject to clause 1.4, the Bank will submit a Report in respect of any Historical Live Transactions and any Historical Expired Transactions, in accordance with the timeframes required by EMIR.

1.4 Subject to express written agreement of the Bank (in addition to these Special Terms and Conditions), the Bank will not report Historical Expired Trades of the Customer.

1.5 Subject to clause 7, it will be at the Bank's sole discretion to elect the Trade Repository to which it will report a Transaction. Upon request from the Customer, the Bank will provide details of Trade Repositories which it may use in providing the Delegated Reporting Service and will confirm which Trade Repository(s) it uses in respect of the Customer.

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

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

2 Common Data

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

3 Counterparty Data

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

3.2 For the purposes of reporting the Valuation Fields, the Bank shall, subject to clause 3.3, provide the Mid-Market Value of a Transaction, which it shall calculate and include together with the relevant details in the Report made on behalf of the Customer.

3.3 If the Bank reasonably believes that the market conditions specified in EMIR that prevent providing a market value and/ or Marking-to-Market exist in respect of a Transaction in respect of the Valuation Fields, it shall calculate the value of such Transaction using proprietary Mark-to-Model method which it reasonably believes to meet the requirements for such methods set out in EMIR.

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

- 3.5 It is the responsibility of the Customer to promptly notify the Bank if any of the information provided by the Customer in Annex 1 is incorrect or no longer accurate and to provide the Bank with the correct information.
- 3.6 Notwithstanding clause 4 of the General Provision, the Customer may, at any time, notify the Bank of any changes to or inaccuracies in the information in Annex 1 by way of written notice to address stated in clause 4 of the General Provision.
- The Bank will use reasonable endeavours to incorporate any changes notified to it in accordance with this clause 3.6 in all Reports made 48 (forty-eight) hours after receipt of the notice. Where required, the Bank will submit modification reports containing the updated information notified to it in accordance with this clause 3.6 in respect of Transactions for which it has already submitted a Report to a Trade Repository. The Bank will use reasonable endeavours to submit any such modifications to the relevant Trade Repository within the timeframe set out in EMIR.
- 3.7 The Bank has no obligation to, and will not, verify that any of the information provided by the Customer in Annex 1 is accurate or up to date. The Bank will have no liability whatsoever for any Losses resulting from the inaccuracy of any information provided by the Customer in Annex 1.
- 3.8 The Bank shall not be required to use the information it receives for any purpose other than the provision of the Delegated reporting Service in accordance with these Special Terms and Conditions.
- 3.9 The Bank will not reconcile any Reports made on behalf of the Customer.
- ## 4 Errors
- 4.1 It is the responsibility of the Customer to verify that all Reports for all Transactions have been made to a Trade Repository as required by EMIR. If the Customer becomes aware that a Report in respect of any Transaction has not been made it must notify the Bank immediately.
- 4.2 If the Customer becomes aware of an error in any Report made by the Bank on its behalf it shall notify the Bank as soon as reasonably practicable. Upon such notification, the Customer and the Bank shall use reasonable endeavours and acting in a commercially reasonable manner, to attempt to resolve the error. The Bank shall, where required and subject to the Bank agreeing to report in each case, submit a modification Report to the relevant Trade Repository.
- 4.3 If the Bank becomes aware of an error in any Report made by the Bank on the Customer's behalf, it shall, use reasonable endeavours to correct such error where possible. If the Bank is unable to correct the error unilaterally, it shall notify the Customer. For the avoidance of doubt, the Bank is not obliged to verify the accuracy of any Reports it submits as part of the Delegated Reporting Service or that any Reports have been received by a Trade Repository or that any of the Reports meet the Reporting Requirements in respect of such Reports.
- 4.4 The Customer acknowledges that any error in a Report or any action taken by the Bank to correct any error in a Report will not amend, modify, affect or change the status of the Transaction with the Bank.
- 4.5 The Customer shall execute any and all required agreements with a Trade Repository for the purposes of allowing it to view the Reports made on its behalf by the Bank.
- ## 5 Delegation
- 5.1 The Bank shall be permitted to delegate its performance of some or all of the Delegated Reporting Service under these Special Terms and Conditions to any person that the Bank reasonably believes to be able to provide the Delegated Reporting Service, or part of it, in accordance with these Special Terms and Conditions.
- 5.2 If the Bank were to delegate some or all of the Delegated Reporting Service, the Bank may amend the Special Terms and Conditions in accordance with clause 5 of the General Provisions to reflect the terms on which the delegate has agreed to submit the Counterparty Data and the Common Data. Unless otherwise stated, the Bank's liability for the Delegated Reporting Service as set out in clause 7 of the would not be affected by its delegation of the performance of the Delegated Reporting Service in accordance with this clause 5.1.
- ## 6 Regulatory queries in respect of the Service
- 6.1 If the Customer receives any communication from any regulatory authority in respect of the Service or the Customer's reporting obligation in relation to a specific Transaction, it shall, unless prevented by any Applicable Law, immediately notify the Bank and provide the Bank with a copy of any communication received. The Bank will not assist the Customer in responding to queries between any regulatory authority and the Customer.
- 6.2 The Bank interprets trade reporting requirements under EMIR in accordance with the rules, regulations, statements and practices of the national competent authority of Ireland, and will carry out its obligations under these Special Terms and Conditions in accordance with such interpretation.
- ## 7 UK EMIR
- 7.1 A Customer established in the UK is subject to the UK EMIR reporting regime. The Bank will facilitate the Customer in meeting some or all of its reporting obligations pursuant to UK EMIR by reporting, on the Customer's behalf, relevant data to a Trade Repository in the UK.
- 7.2 In respect of a Customer's UK EMIR reporting obligation, any reference to "EMIR" in Part 1, 2 and 4 of these Special Terms and Conditions shall be deemed to be references to "UK EMIR".
- ## 8 Liability and indemnity
- 8.1 Exclusion of liability

- 8.2 The obligations of the Bank in respect of the Delegated Reporting Service shall only be those specifically set out in these Special Terms and Conditions and shall be subject to the limitations of liability contained herein.
- 8.3 It is the Customer's responsibility to comply with its obligations to report all Transactions to a Trade Repository in accordance with the Reporting Requirements and nothing in these Special Terms and Conditions shall alter this.
- 8.4 The Bank does not make any warranties or representations or give any undertakings to the Customer regarding compliance of the Delegated Reporting Service with the Reporting Requirements, any other requirements or of any other applicable law, nor in respect of any systems used or provided by the Bank, including as to fitness for purpose or for a particular use.
- 8.5 The Bank excludes and limits all liability arising in connection with the provision of the Delegated Reporting Service to the fullest extent permitted by law. In particular, the Bank shall not be liable for any Losses incurred by the Customer, except those arising out of the Bank's fraud, negligence or wilful misconduct.
- 8.6 For the avoidance of doubt, the Bank shall not in any circumstances be liable to the Customer or any other person for:
- (a) loss of or anticipated loss of profit, loss of or anticipated loss of revenue, loss of use, business interruption, loss of use of any equipment, loss or any contract or other business opportunity or goodwill or punitive loss; or
 - (b) indirect loss or consequential loss, regardless of whether the Bank has been advised of the possibility of such Loss or whether such Loss otherwise could have been foreseen.
- 8.7 The Customer accepts that the Bank will provide the Delegated Reporting Service and report the Common Data and Counterparty Data in accordance with its reasonable interpretation of the Reporting Requirements. The Bank shall not be liable for any Losses resulting from the fact that such interpretation is incorrect.
- 8.8 The Bank will have no liability whatsoever for any Losses resulting from the inaccuracy of any information provided or generated by any other entity including, but not limited to, any Trade Repository.
- 8.9 Nothing in these Special Terms and Conditions shall exclude or limit the Bank's liability (i) in respect of personal injury or death resulting from the Bank's negligence, recklessness or intentional act or omission or (ii) otherwise to the extent that it cannot be excluded or restricted in accordance with applicable law.
- 8.10 The Bank shall not be liable to any person who is not a Customer.
- 8.11 The Customer shall notify the Bank as soon as possible of any pending action, claim or proceeding against the Bank arising out the Delegated Reporting Service or these Special Terms and Conditions and the details of such action, claim or proceeding.
- Customer indemnity**
- 8.12 The Customer shall indemnify and hold harmless the Bank against any and all Losses suffered or incurred by the Bank arising out of or in connection with the provision by the Bank of the Service described in clause 2, save to the extent that the Losses arise as a result of the fraud, willful default or gross negligence of the Bank.
- Force majeure**
- 8.13 The Bank shall be released from its obligations under these Special Terms and Conditions and shall not be liable for any Losses, liabilities, damages, claims, costs or expenses to the extent that performance of such obligations is delayed, hindered or prevented by force majeure (as defined below).
- 8.14 Force majeure means any circumstances beyond the Bank's reasonable control.
- 8.15 Without prejudice to the generality of clause 7.14 and without being limited by it, "force majeure" includes any one or more of the following:
- (a) any suspension, closure, act or omission of a Trade Repository; and
 - (b) any failure or malfunction or defect or delay or interruption in, or inability to use, any systems or communications necessary for compiling and/or reporting the Common Data and/or the Counterparty Data.
- 9 Termination**
- 9.1 Either party may, at any time, terminate the provision of the Delegated Reporting Service on 15 Business Days written notice to the other party.
- 9.2 In the event of the termination of the agreement between the Bank and the Customer pursuant to which the Transactions are created (the Master Agreement), the Bank's obligation to provide the Delegated Reporting Service will automatically terminate on the date at which the Bank's obligations under the Master Agreement terminate.
- 9.3 On termination of the Service in accordance with either clause 8.1 or 8.2, the Bank shall have no obligation to submit any Counterparty Data or Common Data in respect of any conclusion, modification or termination of any Transaction on behalf of the Customer. For the avoidance of doubt this includes modifications in respect of Transactions that have already been reported to a Trade Repository.
- 10 Fees**
- 10.1 While the Bank reserves the right to charge a fee for the Delegated Reporting Service in the future, and to change any such fee it may charge in the future, the Delegated Reporting Service is at present provided on a complimentary basis in consideration of the obligations which the Customer undertakes pursuant to these Special Terms and Conditions.

Part 3: Mandatory Reporting Service Provisions

1 Purpose

Pursuant to the regulatory obligations of the Bank under EMIR, the Bank will report data on behalf of the Customer as its counterparty, where such counterparty meets certain conditions. In order to submit such reports to a Trade Repository, the Bank requires certain data from the Customer.

However, the Bank won't be providing the Mandatory Reporting Service to any Customer established in the UK.

2 Mandatory Reporting Services to be provided

2.1 On or after the Mandatory Reporting Start Date subject to receipt from the Customer of all necessary information described in clause 4.1, the Bank will report the following information relating to all Transactions entered into on or after the Effective Date, to a Trade Repository:

- (a) Common Data; and
- (b) Counterparty Data.

2.2 In respect of each Transaction, the Bank will determine in its sole and absolute discretion whether its reporting obligation under EMIR has arisen and the characterisation of the relevant Transaction.

2.3 It will be at the Bank's sole discretion to elect the Trade Repository to which it will report a Transaction.

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

3 Common Data

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

4 Counterparty Data

4.1 The Bank will use the information provided by the Customer in Annex 1 to these Special Terms and Conditions for the purposes of reporting the Counterparty Data and the Customer agrees it will deliver to the Bank any additional Counterparty Data, as the Bank may request from the Customer from time to time, in time for the Bank to comply with its reporting obligations under EMIR and that the Bank may rely on the Counterparty Data without any further investigation.

4.2 The Customer represents to the Bank that the information it delivers under clause 4.1 of these Mandatory Reporting Service Provisions is, at the time of delivery and on an ongoing basis true, accurate and complete in every material respect.

4.3 The Customer acknowledges that the Bank may, if the Customer fails to provide Counterparty Data in accordance with clause 4.1 of these Mandatory

Reporting Service Provisions, determine the values submitted to the Trade Repository in its sole discretion (which may comprise default values) in order to comply with its reporting obligation under EMIR and the Bank shall not incur any liability to the Customer with respect to the accuracy or completeness of any values and shall be under no obligation to client to subsequently correct any such data submitted to the Trade Repository.

4.4 For the purposes of reporting the Valuation Fields, the Bank shall, subject to clause 4.5, provide the Mid-Market Value of a Transaction, which it shall calculate and include together with the relevant details in the Report made on behalf of the Customer.

4.5 If the Bank reasonably believes that the market conditions specified in EMIR that prevent providing a market value and/ or Marking-to-Market exist in respect of a Transaction in respect of the Valuation Fields, it shall calculate the value of such Transaction using proprietary Mark-to-Model method which it reasonably believes to meet the requirements for such methods set out in EMIR.

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

4.7 Notwithstanding clause 4.1 of the General Provisions, the Customer may, at any time, notify the Bank of any changes to or inaccuracies in the information in Annex 1 by way of written notice to address stated in clause 4.1 of the General Provisions.

The Bank will use reasonable endeavours to incorporate any changes notified to it in accordance with this clause 4.7 in all Reports made 48 (forty-eight) hours after receipt of the notice. Where required, and subject to the limitations set out in clause 5.2, the Bank will submit modification reports containing the updated information notified to it in accordance with this clause 4.7 in respect of Transactions for which it has already submitted a Report to a Trade Repository. The Bank will use reasonable endeavours to submit any such modifications to the relevant Trade Repository within the timeframe set out in EMIR.

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

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

5 Non-Financial Counterparties

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

- (a) the Transaction is objectively measurable as directly linked to the Customer's commercial or treasury financing activity, as referred to in Article 10(3) of EMIR; and
- (b) [the Customer is below the clearing threshold as referred to in Article 10(2) of EMIR; and]
- (c) the Customer is acting as principal to the Transaction.

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

emirclassification@boi.com

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

- (a) For notifications in relation to clause 5.1(a) or 5.1(c) if it has not submitted a Report in respect of that Transaction, use the information provided by the Customer in the notification when reporting the Counterparty Data for that Transaction or, if it has submitted a Report in respect of that Transaction, submit a modification to update the Counterparty Data recorded in respect of that Transaction so that it reflects the information provided in the notification; and
- (b) For notifications in relation to clause 5.1(b), use the information contained in the notification for all Reports subsequently made for the Customer and submit a modification Report in respect of all Transactions for which it has already submitted a Report and which are still outstanding stating that the Customer has exceeded the clearing threshold.

6 Liability

To the extent permitted by applicable law, the Customer agrees that the Bank shall have no liability to the Customer for any losses arising directly from, or in connection with the Customer's performance, or failure to perform, its obligations under applicable law or regulation.

7 Indemnity

7.1 To the extent permitted by applicable law, the Customer agrees to indemnify and hold harmless the Bank from and against all Losses in relation to the Mandatory Reporting Service incurred by or awarded against them arising from or in connection with:

- (a) any information provided to the Bank by the Customer including, but not limited to, all information in the Counterparty Data made known to the Bank by the Customer or the failure by the customer to provide, on a timely basis or at all, information reasonably required by the Bank to fulfil its EMIR reporting obligations; and

- (b) any corrections required to be made by the Bank to Counterparty Data previously submitted to the Trade Repository in consequence of the Customer providing inaccurate information or failing to provide information, except to the extent that such Losses are the result of the gross negligence, wilful default or fraud of the Bank.

Part 4: General provisions

1 Automatic transition between reporting models

1.1 If the Customer has notified the Bank on accordance with clause 4 of the General Provisions, or the Bank becomes otherwise aware that the Customer's regulatory status in Annex 1 has changed such that the Bank is required by EMIR to report transactions on behalf of the Customer (Automatic Mandatory Transition Date), then (1) the Mandatory Reporting Service of Part 3 of these Special Terms and Conditions shall be deemed to be applicable; and (2) the Delegated Reporting Services of Part 2 shall be deemed not to be applicable in each case in respect of Transactions concluded on or after the Automatic Mandatory Transition Date.

1.1 If the Customer has notified the Bank on accordance with clause 4, or the Bank becomes otherwise aware that the Customer's regulatory status in Annex 1 has changed such that the Bank ceases to be required by EMIR to report transactions on behalf of the Customer (Automatic Delegated Transition Date), then (1) the Delegated Reporting Service of Part 2 of these Special Terms and Conditions shall be deemed to be applicable; and (2) the Mandatory Reporting Services of Part 3 shall be deemed not to be applicable in each case in respect of Transactions concluded on or after the Automatic Delegated Transition Date.

2 Representations

2.1 The Customer represents and warrants to the Bank:

- (a) it is duly incorporated in an EU or EEA jurisdiction, or in the UK, and is validly existing in its jurisdiction of establishment;
- (b) it has taken all necessary corporate action to authorise it to enter into these Special Terms and Conditions and to perform the obligations it is expressed to assume under them;
- (c) any and all information provided to the Bank is accurate.

2.2 Each of the representations and warranties made by the Customer in this clause 2.1 shall be deemed to be repeated by the Customer (i) as of the date the Customer first uses the Service and (ii) upon entering into each Transaction.

3 Confidentiality

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

- (a) to the extent required or permitted under, or made in accordance with, the Reporting Requirements; or
 - (b) to and between the Bank's head office, branches or affiliates, or any persons or entities who provide services to the Bank or its head office, branches or affiliate, in each case, in connection with the Reporting Requirements.
- 3.2 The Customer further acknowledges that disclosures made pursuant to the service as described in the Delegated Reporting Service Provisions and the Mandatory Reporting Service Provisions will include, without limitation, the disclosure of trade information including a party's identity (by name, address, corporate affiliation, identifier or otherwise) to any Trade Repository or one or more systems or services operated by any Trade Repository and any relevant regulators (including ESMA, national regulators in the EU under EMIR in the case of trade reporting under applicable EMIR or the FCA) and that such disclosures could result in certain transaction and pricing data becoming available to the public.
- 3.3 The Customer further acknowledges that, for purposes of complying with the Reporting Requirements, the Bank may, delegate to a third party the transfer of trade information into a Trade Repository and that a Trade Repository may engage the services of a global trade repository regulated by one or more governmental regulators.
- 3.4 The Customer also acknowledges that disclosures made pursuant to the Service may be made to recipients in a jurisdiction other than that of the Customer or a jurisdiction that may not necessarily provide an equivalent or adequate level of protection for personal data in comparison to the Customer's home jurisdiction.
- 3.5 For the avoidance of doubt, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other laws impose non-disclosure requirements on Transactions but where it permits a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent for the purposes of such law. Again, to the extent that applicable non-disclosure, confidentiality, bank secrecy, data privacy or other laws impose non-disclosure requirements on these Special Terms & Conditions but allows a party to waive such requirements by consent, the consent and acknowledgements provided herein shall be a consent for the purposes of such law.
- 3.6 The Customer represents and warrants that any third party to whom it owes a duty of confidentiality in respect of the information disclosed has consented to the disclosure of that information

4 Notices

- 4.1 Subject to clauses 3.6 of the Delegated Reporting Service Provisions and clause 4.7 of the Mandatory Reporting Service Provisions, a notice or other communication given under or in connection with these Special Terms and Conditions (a Notice) must, unless otherwise specified, be in writing, in English, and sent to the relevant address specified below by any means of communication indicated by the Bank.

Notices to the Bank to be sent to:

GM Documentation
Bank of Ireland
3rd Floor,
Baggot Plaza,
Baggot Street,
Dublin 4,
Ireland

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

5 Amendment of the Special Terms and Conditions

The Bank shall be entitled to amend these Special Terms and Conditions by publishing the amended Special Terms and Conditions on its website or notifying the Customer in accordance with this clause 6. The Customer agrees that, by continuing to enter into, modify or terminate Transactions from the date on which the amended Special Terms and Conditions take effect it will be considered to communicate its agreement to and be bound by the amended Special Terms and Conditions.

6 Severability

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

7 Governing Law

- 7.1 These Special Terms and Conditions shall be governed by the same law as the Terms and Conditions and/or Terms of Business which govern the relationship between the Customer and the Bank.

- 7.2 With respect to any suit, action or proceedings relating to any dispute arising out of or in relation to these Special Terms and Conditions ("**Proceedings**"), each party irrevocably

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

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

- (b) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in any inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such party; and agrees, to the extent

permitted by applicable law, that the bringing of Proceedings in any one or more jurisdictions will not preclude the bringing of Proceedings in any other jurisdiction.

8 Counterparts

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

9 Definitions

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

CCP has the meaning given in EMIR;

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

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

Counterparty Data means the data required to complete Table 1 of the Annex to Commission Delegated Regulation (EU) No 148/2013 in respect of the Customer;

Delegated Reporting Service means the service provided by the Bank to the Customer pursuant to the Delegated Reporting Service Provisions.

Effective Date means the earlier of ten (10) Business Days after receipt by the Bank of the fully completed 0 (including a valid, up-to-date Legal Entity Identifier) and when the Bank advises the Customer that the EMIR Reporting Service on behalf of the Customer is operational;

EMIR means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as amended from time to time, including, without limitation, by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019;

UK EMIR means Regulation (EU) No 648/2012 of the European Parliament and of the Council of 4 July 2012 on OTC derivatives, central counterparties and trade repositories as amended from time to time, including, without limitation, by Regulation (EU) 2019/834 of the European Parliament and of the Council of 20 May 2019, as it applies in the UK from time to time including as retained, amended, extended, re-enacted or otherwise given effect on or after 11 pm on 31 December 2020;

ESMA means the European Securities and Markets Authority;

FCA means the Financial Conduct Authority and any successor regulatory body;

Historical Expired Transaction means

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

Historical Live Transaction means

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

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

Mandatory Reporting Start Date means the 18 June 2020;

Mandatory Reporting Service means the service provided by the Bank to the Customer pursuant to the Mandatory Reporting Service Provisions.

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

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

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

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

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

Service means the services set out in Clause 1 of the Delegated Reporting Service Provisions and Clause 2 of the Mandatory Reporting Service Provision, as applicable in each case;

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

Transaction for the purposes of the Delegated Reporting Service Provisions and the Mandatory Reporting Service Provisions, as applicable means each OTC Derivative entered into between the Bank and the Customer which is required to be reported to a Trade Repository pursuant to EMIR in accordance with such interpretation in Ireland;

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

Valuation Fields means the Counterparty Data fields relating to the Mark-to-Market value of a Transaction, currency of the Mark-to-Market value of a Transaction, valuation date, valuation time and valuation type.

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

ANNEX 1 CUSTOMER DATA

Business Name:	
Registered Office of Customer:	
Reporting Counterparty ID:	
Corporate sector:	
Nature of the counterparty:	
Beneficiary ID:	
Trading Capacity:	
Directly linked to commercial activity or treasury financing:	
Clearing member ID:	
Legal Entity Identifier*:	<input type="text"/>
E-mail address**:	
Regulatory regime:	<input type="checkbox"/> EU - EMIR Reporting regime <input type="checkbox"/> UK – EMIR Reporting regime

Counterparty Classification:	
<input type="checkbox"/>	Financial Counterparty ("FC")
<input type="checkbox"/>	C = Credit Institution authorised in accordance with Directive 2013/36/EU; F = Investment Firm authorised in accordance with Directive 2014/65/EU;
<input type="checkbox"/>	I = Insurance Undertaking authorised in accordance with Directive 2009/138/EC;
<input type="checkbox"/>	L (1) = 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
<input type="checkbox"/>	L (2) = Alternative Investment Fund (AIF), as defined in Directive 2011/61/EU, where the AIF is set up exclusively for the purpose of serving one or more employee share purchase plans, or where the 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. NB If you are an L(2) you are required to indicate your Non-Financial Counterparty type below.
<input type="checkbox"/>	O = Institution for occupational retirement provision within the meaning of Article 6 of Directive (EU) 2016/234;
<input type="checkbox"/>	R = Reinsurance undertaking authorised in accordance with Directive 2005/68/EC;
<input type="checkbox"/>	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
<input type="checkbox"/>	Central Securities Deposit 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:	
<input type="checkbox"/>	- Financial Counterparty that is subject to the clearing obligation under EMIR
<input type="checkbox"/>	- Financial Counterparty that is not subject to the clearing obligation under EMIR ["Small Financial Counterparty"]
<input type="checkbox"/>	Non-Financial Counterparty ("NFC") that is not subject to the clearing obligation under EMIR ["NFC-"] OR
<input type="checkbox"/>	Non-Financial Counterparty ("NFC+") that is subject to the clearing obligation under Article 4 of EMIR. Please tick which asset classes you exceed the clearing threshold
<input type="checkbox"/>	- OTC credit derivative contracts;
<input type="checkbox"/>	- OTC equity derivative contracts;
<input type="checkbox"/>	- OTC interest rate derivative contracts;
<input type="checkbox"/>	- OTC foreign exchange derivative contracts;
<input type="checkbox"/>	- OTC commodity derivative contracts and other OTC derivative contracts not provided for above

<input type="checkbox"/>	Non-EEA entity
If you are a non-EEA entity (which includes Guernsey, Isle of Man and Jersey) your trades are not reportable under EMIR. Please consult with your local legal advisers to ascertain your local reporting obligations. For clarification, the Bank only reports trades under EU and UK EMIR regimes, subject to these Special Terms & Conditions.	
Do you wish the Bank to report your trade information to a trade repository in order to comply with your requirements under EMIR?	
Yes	<input type="checkbox"/> No <input type="checkbox"/>

If you have indicated that you are a FC under L(1) above and are requesting the bank to report your OTC derivative contracts on your behalf you are required to provide AIFM information below.	
AIFM Name	
AIFM LEI	

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

Authorised Signatory***	
Name:	
Date:	

Authorised Signatory***	
Name:	
Date:	

* LEI codes are issued by appointed Local Operating Units such as the Irish Stock Exchange and the London Stock Exchange. In order to obtain a LEI simply contact your preferred business partner from a list of LEI issuing organizations (<https://www.gleif.org/en/about-lei/get-an-lei-find-lei-issuing-organizations>). You will be required to provide certain information, which may include, legal name, address, country of incorporation, company registration number, VAT number and also, to pay a small fee.

** Your E-mail address must be a monitored company email address of person(s) responsible for EMIR communications with the Bank. As part of your on-boarding process, you will receive an e-mail request from our trade reporting repository (DTCC) which you must promptly approve, to allow the Bank to submit trade information on your behalf. Until the DTCC permission request is approved, the Bank will not be able to successfully report your trades.

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

Delegated Reporting Services Provisions – Annex 2

Schedule of Excluded Information

Issues affecting the market as a whole

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

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

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

Dublin

3rd Floor, Baggot Plaza, Baggot Street, Dublin 4, Ireland

+353 (0) 1 609 4300

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

Information Classification: Public (Green)