

# Public Limited Company, Limited Company or Limited Liability Partnership

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



**Bank of  
Ireland**

SECTION 1 - YOUR BUSINESS DETAILS

Business/Trading Name:

Registered Address:

Address Line 1

Address Line 2

Town/City

County/State/Region

Eircode/Post Code/Zip

Country

Company Registration Number:

Name & Address for Correspondence:

*(if different from above)*

Address Line 1

Address Line 2

Town/City

County/State/Region

Eircode/Post Code/Zip

Country

Is your business a Prudential Regulation Authority regulated firm or a Financial Institution? Yes  No

If yes, please include your LEI:

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

**Authorised Individuals/Signatories**

These are the name(s) and specimen signature(s) of those individuals authorised to carry out Transactions and give Instructions on behalf of your business, hereinafter called the "Customer", as per the resolution on page 5.

Note that 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.

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

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

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

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

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

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

**Special Instructions**  
(if applicable)

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

**If you wish to place a deposit, please sign the Depositor Information Sheet (Annex 1)**

## EMIR Data

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

Yes

Legal Entity Identifier\*:

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

For the avoidance of doubt, an LEI is not required if

- you are a Natural Person;
- you transact foreign exchange spot contracts only; or
- you enter into a FX Forward that is connected to a payment transaction and is not transacted on a MIFID Venue<sup>2</sup>.

Counterparty Classification:

Financial Counterparty ("FC")

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

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

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

L (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

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 tick B or C below.

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

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

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

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

If you have indicated above that you are a Financial Counterparty "FC" please also indicate if you are a:

- Financial Counterparty that is subject to the clearing obligation under EMIR

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

OR

Non-Financial Counterparty ("NFC") that is not subject to the clearing obligation under EMIR ("NFC-")

OR

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

- OTC credit derivative contracts

- OTC equity derivative contracts

- OTC interest rate derivative contracts

- OTC foreign exchange derivative contracts

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

Non-EEA entity

<sup>1</sup> For the avoidance of doubt, derivative contracts traded on MTFs and /or OTFs (e.g. FXALL) are considered to be "OTC derivative contracts" for the purposes of EMIR.

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

**Mandatory and Delegated Reporting**

If you are an NFC-, the Bank is required to report your OTC derivative contract on your behalf (Mandatory Reporting).

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 our EMIR Reporting Service Special Terms & Conditions

|  |                              |                             |
|--|------------------------------|-----------------------------|
| If you are an NFC- that has already invested in a reporting system, you can opt out of the mandatory reporting. Do you want to report your OTC derivatives contract yourself?  | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| If you are an FC or NFC+, the Bank is willing to report your OTC derivative contract on your behalf. Do you wish the Bank to report your trade information to a trade repository in order to comply with your requirements under EMIR (Delegated Reporting)? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

If you have indicated 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  |  |

If the Bank is reporting your OTC derivative on your behalf (NFC-, NFC+, FC), 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) and a corresponding e-mail address.

|                 |  |
|-----------------|--|
| E-Mail Address* |  |
|-----------------|--|

\* 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.

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

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

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

## MiFID II / MiFIR transaction reporting data

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

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

### PLEASE NOTE:

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

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

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

### Best Execution

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

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

### Key Information Documents

From 1 January 2018, the Bank is obliged to provide its retail investors (as defined in PRIIPs) with a key information document (the "KID") for each over-the-counter derivative transaction that is within the scope of PRIIPs and that they enter into with the Bank.

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

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

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

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

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

## SECTION 2 - DECLARATIONS AND AGREEMENT

### TERMS OF RESOLUTION

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

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

### DECLARATION AND AGREEMENT

1. All information in this Mandate is accurate and has been completed to the best of my knowledge and belief and the Customer will promptly notify the Bank in writing of any changes, in accordance with clause 4 of the Global Markets UK Terms and Conditions;
2. An accurate list of the directors/members of the Customer as of the date of this Mandate has been provided to the Bank and that the Customer will promptly notify the Bank in writing of any changes to that list, in accordance with clause 4 of the Global Markets UK Terms and Conditions;
3. The Customer has received or accessed, has read and agrees to be bound by the terms of this Mandate, EMIR Reporting Service Special Terms and Conditions, if applicable, the Global Markets UK Terms and Conditions and/or the Terms of Business, as applicable;
4. The Customer has read and understood the terms relating to the use and disclosure of data and personal information set out in the Data Privacy Notice ([www.bankofireland.com/privacy](http://www.bankofireland.com/privacy)) and warrants that it has the consent of the owners of any personal data given to the Bank under this Agreement to use and disclose same and that the Customer has fully advised such owners of the uses and disclosures to which such data may be put;
5. The Customer has fully read, understood and agrees to be bound by the 'Bank of Ireland Global Markets MiFID II costs and charges disclosure'.
6. The Customer understands that all conversations such as telephone conversations and electronic communications will be recorded (even where they do not lead to the conclusion of a Transaction).
7. The resolution on this page was duly passed at a meeting of the board of directors/members of the Customer on the date below.
8. Where an electronic signature is used to sign the document the following additional clauses apply:  
I confirm that I have read and agree to the above. In order to fully process this application, I will provide an electronic signature at the next stage of the application process, and I confirm that at a meeting of the board of directors of the Company it was resolved that the Company consents to the execution of this Account Mandate by electronic means, its electronically storage, and its use for legal purposes. I understand that the information provided will be treated as confidential and retained and processed by the Bank as set out in our Data Privacy Notice.

### DATA PRIVACY

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

**PLC/Ltd – Company Secretary or (duly authorised) Director to sign**  
**LLP – designated member to sign**

Signatory Name:  (block capitals)

Signature:

Date:

Company Secretary/Director/designated member\*

\*delete as appropriate

## If you wish to open an account, please sign this Financial Services Compensation Scheme Information Sheet.

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

Eligible deposits in the Bank of Ireland Group (UK branch) are protected by:

|  |  |
|--|--|
| Group are protected by:  | The Financial Services Compensation Scheme ("FSCS")  |
| Limit of protection:   | £120,000 per depositor per credit institution  |
| If you have more eligible deposits at the same credit institution:       | All your eligible deposits' at the same credit institution are 'aggregated' the total is subject to the limit of £120,000.   |
| If you have a joint account with other person(s):                        | The limit of £120,000 applies to each depositor separately.  |
| Reimbursement date in case of credit institutions failure:               | 20 working days*   |
| Currency of reimbursement:   | Pound sterling (GBP, £) or, for branches of UK banks operating in an EEA Member States, the currency of that State.  |
| To contact Bank of Ireland Group for enquiries relating to your account: | Bank of Ireland<br>Customer Service<br>4th Floor, Arena Building<br>Whitestown Way<br>Tallaght<br>Dublin 24<br><br>Intl:+353 1404 4000   |
| To contact the DGS for further information in compensation:              | Financial Services Compensation Scheme<br>10th Floor Beaufort House<br>15 St Botolph Street<br>London<br>EC3A 7QU<br><br>Tel: 0800 678 1100 or 020 7741 4100<br>Email: ICT@fscs.org.uk |
| More Information   | <a href="http://www.fscs.org.uk">http://www.fscs.org.uk</a>  |

Acknowledgement of receipt by the depositor

**Depositor Signature**

## ADDITIONAL INFORMATION

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

Your eligible deposit is covered by a statutory Deposit Guarantee Scheme. If insolvency of your bank should occur, your eligible deposits would be repaid up to £120,000 by the Deposit Guarantee Scheme.

### **General limit of protection**

If a covered deposit is unavailable because a bank is unable to meet its financial obligations, depositors are repaid by a Deposit Guarantee Scheme. This repayment covers a maximum of £120,000 per bank. This means that all eligible deposits at the same bank are added up in order to determine the coverage level. If, for instance a depositor holds a savings account with £100,000 and a current account with £50,000, he or she will only be repaid £120,000.

This method will also be applied if a bank operates under different trading names. This means that all eligible deposits with one or more of these trading names are in total covered up to £120,000.

In some cases eligible deposits which are categorised as “temporary high balances” are protected above £120,000 for six months after the amount has been credited or from the moment when such eligible deposits become legally transferable. These are eligible deposits connected with certain events including:

- a. Certain transactions relating to the depositor’s current or prospective only or main residence or dwelling;
- b. A death, or the depositor’s marriage or civil partnership, divorce, retirement, dismissal, redundancy or invalidity;
- c. The payment to the depositor of insurance benefits or compensation for criminal injuries or wrongful conviction.

More information can be obtained under <http://www.fscs.org.uk>

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

In the case of joint accounts, the limit of £120,000 applies to each depositor. However, eligible deposits in an account to which two or more persons are entitled as members of a business partnership, association or grouping of a similar nature, without legal personality, are aggregated and treated as if made by a single depositor for the purpose of calculating the limit of £120,000.

### **Reimbursement**

The responsible Deposit Guarantee Scheme is the Financial Services Compensation Scheme, 10th Floor Beaufort House, 15 St Botolph Street, London, EC3A 7QU, Tel: 0800 678 1100 or 020 7741 4100, Email: [ICT@fscs.org.uk](mailto:ICT@fscs.org.uk) It will repay your eligible deposits (up to £120,000) within 20 working days until 31 December 2018; within 15 working days from 1 January 2019 until 31 December 2020; within 10 working days from 1 January 2021 to 31 December 2023; and within 7 working days from 1 January 2024 onwards, save where specific exceptions apply.

Where the FSCS cannot make the repayable amount available within 7 working days, it will, from 1 June 2016 until 31 December 2023, ensure that you have access to an appropriate amount of your covered deposits to cover the cost of living (in the case of a depositor which is an individual) or to cover necessary business expenses or operating costs (in the case of a depositor which is not an individual or a large company) within 5 working days of a request.

If you have not been repaid within these deadlines, you should contact the Deposit Guarantee Scheme since the time to claim reimbursement may be barred after a certain time limit. Further information can be obtained under <http://www.fscs.org.uk>

### **Other important information**

In general, all retail depositors and businesses are covered by Deposit Guarantee Schemes. Exceptions for certain deposits are stated on the website of the responsible Deposit Guarantee Scheme. Your bank will also inform you of any exclusions from protection which may apply. If deposits are eligible, the bank shall also confirm this on the statement of account.

### **Exclusions list**

A deposit is excluded from protection if:

1. The holder and any beneficial owner of the deposit have never been identified in accordance with money laundering requirements. For further information, contact your bank.
2. The deposit arises out of transactions in connection with which there has been a criminal conviction for money laundering.
3. It is a deposit made by a depositor which is one of the following: credit institution, financial institution, investment firm, insurance undertaking, reinsurance undertaking, collective investment undertaking, pension or retirement fund, public authority, other than a small local authority.

**For further information about exclusions, refer to the FSCS website at [www.FSCS.org.uk](http://www.FSCS.org.uk)**

### **Please return to:**

**Global Markets Documentation Team, 3rd Floor, Baggot Plaza, 27-33 Baggot Street, Dublin 4**