

KBC Bank Ireland plc

Personal Deposit Account

Standard Terms & Conditions

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INTRODUCTION

KBC group is an integrated bancassurance group which operates across Europe and to a lesser extent in the USA and South East Asia. Headquartered in Brussels, KBC has had a presence in Ireland since 1978. KBC Group NV is KBC Bank Ireland's ultimate parent, with KBC Bank NV being our immediate parent.

KBC Bank Ireland plc (KBCI) has a strong presence in Ireland and has been operating for over 30 years providing lending and investment services. Our principle place of business is in Dublin with offices in Belfast, Cork, Galway and Limerick. Our strategic objective is to be an independent, mid sized bank offering specialised products to personal and corporate customers.

These Terms and Conditions and the Additional Terms and Conditions apply to KBCI's deposit account customers, unless otherwise agreed with the customer.

These Standard Terms and Conditions are effective from 1st January 2012 until further notice.

SECTION A

GENERAL PERSONAL DEPOSIT ACCOUNT TERMS AND CONDITIONS FOR KBCI DEPOSIT ACCOUNTS

1 DEFINITIONS

Throughout this document certain words or terms have a specific meaning wherever they appear and we have defined them below:

Account Holder is the Customer(s) whose name(s) is/are set out in the Personal Deposit Application form.

Additional Terms and Conditions means the terms and conditions respectively set out in Section B, C, D and E of these Standard Terms and Conditions and which apply to the Standard Fixed Rate Deposit Account, Fixed Rate Deposit Account (With Withdrawal Facility), the Standard Demand Deposit Account and the Smart Access Demand Account, as appropriate.

BIC means the 8 character Bank Identifier Code and is an international standard for identifying bank accounts across national borders.

Business Day generally means a day (other than a Saturday, Sunday, public holiday or bank holiday) on which banks are generally open for business in Ireland and the United Kingdom (for Euro and Sterling transactions respectively). Specifically in relation to execution timeframes for payments to an account with another bank, a business day means a day on which that bank is also open for business.

Cleared Funds means money credited to a Deposit Account after it has been through the money transmission and clearing system, provided this is not recalled in accordance with the rules of the money transmission and clearing system.

Customer means the Deposit Account depositor.

Cut off Times means the relevant point in time during any Business Day after which any payment or payment order will be deemed to have been received on the next Business Day. The cut off times are dependant upon the transaction type and organisation used to undertake the transfer (for example your own bank, the clearing system or other third parties).

Deposit Account means an account to which one or more Lodgements are made in accordance with the terms set out in section A, B, C, D or E of these Standard Terms and Conditions as appropriate.

Durable Medium means any instrument that enables a recipient to store information addressed personally to the recipient in a way that renders it accessible for future reference for a period of time adequate for the purposes of the information and which allows the unchanged reproduction of the information stored.

Fixed Rate Deposit Account (with withdrawal facility) means the KBCI Fixed Rate Deposit Account (with withdrawal facility).

IBAN means an International Bank Account Number, and is an international standard for identifying bank accounts across national borders.

Interest shall be the interest payable on Lodgements in a Deposit Account at the rate agreed between the Bank and the Customer and calculated in accordance with these Standard Terms and Conditions and the Additional Terms and Conditions.

International Payment means a payment to and/or from an account outside the Republic of Ireland in any currency or a payment to and/or from an account in the Republic of Ireland in a currency other than Euro.

Joint Account means a Deposit Account opened in more than one name.

Joint Account Holders means the Account Holders in whose names a Joint Account has been opened.

Lodgement means any deposit of money by the Customer into a Deposit Account.

Micro Enterprise has the meaning given to it by Commission Recommendation 2003/361/EC of 6 May 2003 concerning the definition of micro, small and medium-sized enterprises. A micro enterprise is an enterprise that employs fewer than ten people and whose annual turnover and/or annual balance is sheet total does not exceed €2,000,000.

Operating Instructions means the instructions issued from time to time by us to enable customers to access, transact and utilise services provided by us using telephone, Internet or other technology-based communication.

Payment Services Directive or 'PSD' means Directive 2007/64/EC relating to payment services as amended or replaced from time to time and transposed into Irish law.

Personal Deposit Application Form means the application form completed by the Customer to open the Deposit Account.

Same Day Value Payment means a payment made under our same day value payment service subject to conditions applicable at the time of payment.

Security Features means any PIN or other security code and/or the internet password issued by us to a customer in accordance with our Operating Instructions or other procedures, and such other personalised devices and/or security procedures that may be introduced in respect of the operation of an account from time to time.

Smart Access Demand Account means the KBCI Smart Access Demand Account.

Sort Code means the 6 digit number that identifies a particular bank and branch within the Republic of Ireland or United Kingdom.

Standard Demand Deposit Account means the KBCI Standard Demand Account.

Standard Fixed Rate Deposit Account means the KBCI Standard Fixed Rate Deposit Account.

Standard Terms and Conditions means these terms and conditions as amended, extended or replaced from time to time.

Unique Identifier means a combination of letters, numbers or symbols used to identify the bank account of the payee when processing a payment (for example, the national sort code (NSC) of the payee's bank and the payee's account number may be required or in some circumstances you may be asked to provide the BIC of the payee's bank and IBAN of the payee).

We, Our, Us, KBCI or the Bank means KBC Bank Ireland plc and its permitted successors and assignees.

You or Yours means the Customer and includes the Customer's personal representatives and successors and, where appropriate, includes any Joint Account Holders and any person authorised to act on your behalf.

2 INFORMATION ABOUT US

- 2.1 We are KBC Bank Ireland plc. Our main business is lending and the provision of other financial accommodation to our clients and our principal place of business is Sandwith Street, Dublin 2. KBC Bank Ireland plc also operates Regional Offices located at 52 South Mall, Cork City, Co Cork, 4 Dockgate, Dock Rd, Co Galway, Riverpoint, Bishops Quay, Limerick, Co Limerick and Number One, Lanyon Quay, Belfast BT1 3LG. Our website is www.kbc.ie.
- 2.2 We are a publicly limited company registered with the Companies Registration Office under registration number 40537 and we are a wholly owned subsidiary of KBC Bank NV. We are a licensed bank regulated by the Central Bank of Ireland of PO Box 9138, College Green, Dublin 2. The number assigned to KBC Bank Ireland in accordance with section 9 of the Value Added Tax Act 1972 is: 8F86824G.
- 2.3 We are offering to you a Deposit Account on the terms and subject to the conditions set out in the Personal Deposit Application Form, the Standard Terms and Conditions and the Additional Terms and Conditions.

3 INTERPRETATION

- 3.1 These Standard Terms and Conditions constitute the main terms and conditions applicable to your Deposit Account but they do not cover every possible situation that might arise. Where they do not cover a particular situation usual banking practice will apply.
- 3.2 These Standard Terms and Conditions should be read in conjunction with the Additional Terms and Conditions. To the extent that there is any conflict between these Standard Terms and Conditions and the Additional Terms and Conditions, those Additional Terms and Conditions will prevail.
- 3.3 In these Standard Terms and Conditions headings are for convenience only and are not to be taken into account when interpreting these Standard Terms and Conditions.
- 3.4 In these Standard Terms and Conditions words denoting the singular include the plural and vice versa and words denoting any gender includes all genders.
- 3.5 In these Standard Terms and Conditions any reference to any statute, statutory provision or to any order or regulation shall be construed as a reference to that statute, provision, order or regulation as extended, modified, amended, replaced or re-enacted from time to time and all statutory instruments, regulations and orders from time to time made there under or deriving validity there from.

4 TYPES OF DEPOSIT ACCOUNTS

There are four types of Deposit Accounts:

- 4.1.1 KBCI Standard Fixed Rate Deposit Account (see Section B)
- 4.1.2 KBCI Fixed Rate Deposit Account with withdrawal facility (see Section C)
- 4.1.3 KBCI Standard Demand Deposit Account (see Section D)
- 4.1.4 KBCI Smart Access Demand Account (see Section E)

5 OPENING A DEPOSIT ACCOUNT

- 5.1 Subject to any rights of cancellation which you might have under the European Communities (Distance Marketing of Consumer Financial Services) Regulations 2004 (as amended, re-enacted or replaced from time to time) (the "Distance Marketing Regulations"), which apply where you have dealt with the Bank at a distance (ie where there is no face to face contact between the Bank eg where the Bank has dealt by phone, internet or post), these Standard Terms and Conditions and the Additional Terms and Conditions applicable to your Deposit Account shall be deemed to be accepted by you on signature by you of the Personal Deposit Application Form and shall become binding on our acceptance of your application. Where the Distance Marketing Regulations apply, details of any rights of cancellation which you may have are outlined in General Terms & Conditions Section 25.
- 5.2 The Personal Deposit Application Form must be completed and returned to us before your application for this Deposit Account is processed.
- 5.3 To ensure compliance with our obligations in relation to anti-money laundering, the prevention of the financing of terrorism and to comply with taxation requirements you will be required to produce to us satisfactory evidence of your identity, current permanent address, the source of funds which make up any Lodgement and your PPS Number or tax reference number. If we reasonably decide at any time that all or part of the evidence you supplied did not comply with the law, we may refuse to open a Deposit Account and/or may close a Deposit Account already opened. If you are opening a Deposit Account as attorney for another person we will require a certified copy of the Power of Attorney.
- 5.4 We reserve the right to refuse to open a Deposit Account or to accept any lodgement without providing a reason.
- 5.5 All original account opening documentation including the Lodgement will be returned to you if we do not receive sufficient documentation for anti-money laundering purposes within one month of receipt of the Personal Deposit Application Form.

6 ACCOUNT OPERATION

- 6.1 We do not facilitate third party payments to and from Deposit Accounts.
- 6.2 Standing Orders and Direct Debits are not permitted from Deposit Accounts.
- 6.3 The Deposit Accounts may not be overdrawn at anytime.
- 6.4 If an incorrect amount is debited or credited to your Deposit Account we may make any necessary entry on your Deposit Account to correct the error without any reference to you.
- 6.5 You must immediately inform us in writing of any change in your name, address, telephone number, bank details or other contact details. Until you do so, all correspondence will be sent to the last address you have given us.
- 6.6 If at any time you suspect that your Deposit Account has been subject to any fraudulent, unauthorised or other improper use you should immediately inform us. We may request confirmation in writing.
- 6.7 An original signed instruction must be received by the Bank prior to a withdrawal being made from the Deposit Account.
- 6.8 Cheque withdrawals can take up to one Business Day to process on receipt of the original signed withdrawal instruction.

7 INTEREST

- 7.1 Interest on Cleared Funds will be calculated on the daily balance outstanding on the Deposit Account and shall accrue from day to day and will be calculated on the basis of the actual number of days elapsed and the number of days in a year as from time to time corresponds with normal banking practice for the currency concerned which at present in the case of deposits in Euro is a 360 day year and in the case of deposits in Sterling is a 365 day year. Any reference to 'per annum' or payments of an annual nature shall be construed accordingly.
- 7.2 Interest is calculated daily on Cleared Funds and is based on the closing balance in the Deposit Account.
- 7.3 We reserve the right, at all times, to vary any and all applicable variable interest rates, by giving notice thereof to you by whatever means we, at our discretion, deem appropriate, save where the variation is to your benefit in which circumstances we may implement such variation with immediate effect and notify you thereafter.

8 LODGEMENTS

- 8.1 We will generally accept for lodgement to the credit of your Deposit Account cheques, bank drafts and electronic payments. However, we reserve our right to refuse to accept a specific Lodgement to your Deposit Account. We shall not be required to provide you with an explanation as to the reason why we will not accept a Lodgement to your Deposit Account.
- 8.2 We may reverse any credit made to your Deposit Account if the item so credited is not paid or is recalled by the paying bank (including when we are the paying bank) or is returned by us due to mistake, fraud or the operation of any applicable clearing rules.
- 8.3 The amount of each Lodgement shall be agreed between the Bank and you in advance of the start of each deposit.
- 8.4 We do not accept third party cheques or third party electronic transfers as Lodgements.
- 8.5 All Cheques/Bank drafts should be made payable to "KBC Bank Ireland plc" and drawn from a first party account whereon the receiving account holder is also named.

9 JOINT ACCOUNTS

- 9.1 Where the Account Holder comprises more than one person then the obligations of the Joint Account Holder to the Bank under these Standard Terms and Conditions, in respect of all operations on the Deposit Account(s) will be joint and several. If you wish to place any limitations on the operation of the joint account you must advise us on the Personal Deposit Application Form.
- 9.2 On the death of any Joint Account Holder any money standing to the credit of the Joint Account will, subject to compliance with any legal or statutory requirements, be paid to the order of any surviving Joint Account Holder(s), without prejudice to our right of set-off or any other of our rights acquired by operation of law.

- 9.3 Correspondence and notices, including statements, in relation to the Joint Account will be sent or served by us to the address of the first named Joint Account Holder unless all of the Joint Account Holders direct otherwise in writing. Any such correspondence and/or notices so sent or served will be deemed to have been received by or served upon all of the Joint Account Holders.
- 9.4 Joint Account Holders may authorise any third party to operate the Joint Account in accordance with these Standard Terms and Conditions, Additional Terms and Conditions and any other specific conditions required by us before authorisation is granted.
- 9.5 If we become aware of a dispute between the Joint Account Holders, we may cease to permit operation of the Joint Account until we receive new written signing instructions from the Joint Account Holders. However, we are not obliged to do this and may, notwithstanding any dispute, continue to rely on the existing signing instructions unless and until we decide to cease to permit operation of the Joint Account pending receipt of new instructions from the Joint Account Holders.
- 9.6 **WARNING:** If your signing instructions provide that payments may be made from a Joint Account on the signature of some but not all Joint Account Holders, funds in the Joint Account may be withdrawn or paid away without the knowledge of all Joint Account Holders.

10 CONFIRMATIONS/STATEMENTS

- 10.1 A confirmation will be issued to the Account Holder via post on commencement of the deposit.
- 10.1.1 A statement in a durable medium will be issued at least annually thereafter. You may request a statement at any time.
- 10.2 As soon as you receive any confirmation or account statement, you should examine it carefully and report any disputed transactions, errors or omissions to us. You should notify us without undue delay on becoming aware of an unauthorised or incorrectly executed transaction;
- 10.2.1 We will normally consider that there has been undue delay if you fail to notify us within 30 days of receipt of a statement showing the relevant transaction.
- 10.2.2 In any event, failure to notify us within 13 months of a transaction being debited to your Account will always amount to undue delay. If there has been undue delay on your part in contacting us, we may not be able to compensate you for any loss you may have suffered. If an incorrect amount is debited or credited to your Account, we may make any necessary correcting entry on your Account without reference to you.
- 10.3 A letter will be sent, giving 10 Business Days notice, in relation to maturity of fixed deposits. This does not apply where the maturity date of the Fixed Rate Deposit Account is less than 30 Days.

11 TELEPHONE CONTACT

- 11.1 When you contact us about your Deposit Account by telephone we will ask you to confirm answers to previously nominated questions. If you are unable to answer these correctly or if we for any reason we doubt the validity of the caller we can request all queries to be sent in by original signed instruction.
- 11.2 Telephone calls may be recorded to confirm instructions given, for staff training purposes and under our quality assurance procedures. You hereby consent to any such recording or transcript thereof being used in evidence in any litigation, arbitration or other dispute proceedings.

12 CHARGES AND FEES

- 12.1 We have the right to charge fees for services provided. All fees and charges can be viewed on our web site www.kbc.ie
- 12.2 Deposit specific services, for which we may apply fees :-
- | | | |
|--------|---|-------------------------------------|
| 12.2.1 | Money desk and electronic transfers of monies | €25.40 |
| 12.2.2 | Cheque Issuing | €3.17 |
| 12.2.3 | Break funding costs associated with fixed rate accounts | Formula please see Sections B6 & C6 |
- 12.3 We may from time alter such fees and charges and introduce new fees and charges. Such variations will be notified to you in accordance with Clause 15. Where we alter any fees or charges that are applicable to services that are subject to the PSD Regulations we will give you at least 2 months' notice. Where a change in fees is to your benefit we may at our discretion, give you shorter notice. We may debit your Deposit Account with all charges for which you are liable in accordance with these Standard Terms and Conditions.
- 12.4 The Bank hereby notifies you of the possibility that other taxes or costs may exist that are neither paid by the Bank nor imposed by the Bank.

13 CONFIDENTIALITY

The Bank observes a duty of confidentiality about your financial affairs. The Bank will not divulge details of your Deposit Account or your name and address to anyone else other than to a validly appointed agent acting on your behalf, other than in the cases outlined below:

- 13.1 The Bank is permitted or compelled to do so, but only to the extent required by law or by rules of any regulatory organisation to which the Bank is subject.
- 13.2 Disclosure is made at your request and with your permission.

14 INFORMATION

- 14.1 These Standard Terms and Conditions and the Additional Terms and Conditions applicable to your Deposit Account together with the Personal Deposit Application Form, represent the entire agreement between the Customer and the Bank in respect of the Deposit Account. Each Customer acknowledges that the application is made on the basis of and is subject to these Standard Terms and Conditions and the Additional Terms and Conditions applicable to the particular Deposit Account and that the Customer has not relied on any representations or other information (whether oral or written) other than as set forth herein.
- 14.2 All information that the Bank supplies to the Account Holder and all communications with the Account Holder will be in English.

15 VARIATION

The Bank reserves the right to amend these Standard Terms and Conditions and the Additional Terms and Conditions during the term of the Deposit Account where the Bank, in its absolute discretion, deems it necessary and appropriate or where there is any legal, tax or regulatory change affecting these Standard Terms and Conditions and the Additional Terms and Conditions. Any such changes will be consistent with the Bank's obligation to act honestly, fairly and professionally in the best interests of customers. We will notify you of any changes which may adversely affect you at least 30 days in advance of such changes taking effect. Changes which will not adversely affect you may be effected immediately.

16 TERMINATION

We can close or suspend your Deposit Account immediately in any of the following circumstances:

- 16.1 if the Bank is made aware of your bankruptcy or other act of insolvency or if you enter into a voluntary arrangement with your creditors.
- 16.2 if you cease trading;
- 16.3 if you are no longer, in our opinion, able to manage your financial affairs;
- 16.4 if you die;
- 16.5 if any representation, warranty or statement made by you to us is or becomes untrue in any material respect;
- 16.6 if you commit any serious, or repeated, breach of these Standard Terms and Conditions and/or the Additional Terms and Conditions;
- 16.7 if you are in breach of any other agreement with us;
- 16.8 if we must do so in order to comply with any law;
- 16.9 if we receive a notice of attachment from the Revenue Commissioners pursuant to Section 1001 and/or Section 1002 of the Taxes Consolidation Act 1997.
- 16.10 if you use your Deposit Account for any unlawful or other inappropriate purposes; or
- 16.11 if for any reason this agreement becomes unenforceable or void.

If we take such action, we will promptly give you notice in writing that we have done so, and advise you of any appropriate actions undertaken by ourselves.

If your Deposit Account is closed, you must immediately pay all sums owing on your Account and interest, fees and charges will be charged up to date of closure.

These Standard Terms and Conditions and Additional Terms and Conditions shall continue to apply to you until such time as your Deposit Account is closed.

17 THE BANK'S OBLIGATIONS TO YOU

- 17.1 The Bank reserves the right not to proceed, for whatever reason, with the Deposit Account and to refund your deposit amount. We shall not be required to provide you with an explanation as to the reason why we did not proceed with the Deposit Account.
- 17.2 We will not be liable for any delay in performing any of our obligations (including carrying out any transaction pursuant to instructions received) where such delay or failure arises because of civil disturbance, acts of terrorism, industrial dispute, power failure, malfunction of equipment or any circumstances beyond our reasonable control or the reasonable control of our agents and subcontractors.
- 17.3 Subject to Condition 17.4, we accept no liability for any direct, indirect or consequential loss or damage resulting from the use of, action taken in reliance on information contained in or the unavailability of this document or the services described in these Standard Terms and Conditions and Additional Terms and Conditions, except where such loss or damage is caused by our gross negligence or wilful misconduct.
- 17.4 These Standard Terms and Conditions will not affect any legal liability or duty of care which we owe to you by law, any other duty we have to you to act with skill, care and diligence in connection with the provision of this financial service to you or any liability we owe to you for failure to exercise the degree of skill, care and diligence that may be reasonably expected of us in the provision of this financial service.

18 DEPOSIT INTEREST RETENTION TAX / DIRT

- 18.1 Any interest payable on maturity of the Deposit Account is subject to Deposit Interest Retention Tax (DIRT), where applicable. DIRT will be applied at the appropriate rate as advised by the Office of the Revenue Commissioner. Tax relief provisions currently applying means that, for certain Deposit Accounts, any Interest payable on maturity of the Deposit Account may be exempt from DIRT.
- 18.2 It is your responsibility to obtain any tax relief that may apply. You should satisfy yourself in relation to Revenue reporting requirements and any implications of non-disclosure. Both the rate and tax rules are subject to change without notice.
- 18.3 We will make all disclosures and provide all information required to the Office of the Revenue Commissioner and any other relevant authorities in accordance with applicable laws and regulation.

19 DATA PROTECTION

- 19.1 Details, information and personal data collected from you or from third parties in respect of your application will be retained by the Bank and will be stored on computer and used for the purpose of processing your application for investment and administering any resulting service. You consent to the disclosure by the Bank of any information and personal data from you to its agents or any other KBC Group Companies.

- 19.2 You have the right to receive a copy of all personal data held by the Bank following a written request subject to payment of a fee of €6.35 and to have any inaccuracies in that personal data corrected in accordance with the provisions of Data Protection legislation. In accordance with anti-money laundering obligations, we may undertake searches as appropriate to assist us to verify your identity.

20 COMPLAINT PROCEDURES

- 20.1 We aim to provide a friendly and efficient service to our customers and it is our policy to ensure that all your concerns are dealt with fairly and promptly.
- 20.2 If you have any complaint, please telephone or write to The Head of Personal Deposits, KBC Bank Ireland plc, Sandwith Street, Dublin 2. The complaint will be fully investigated by us and a full response will be provided to you. While our investigations of any complaint is ongoing we will provide you with a regular written update.
- 20.3 If you are dissatisfied with the outcome of our efforts to resolve your complaint you may refer your complaint to:-

Financial Services Ombudsman's Bureau
3rd Floor,
Lincoln House,
Lincoln Place,
Dublin 2.

Telephone (01) 6620899

Fax (01) 6620890

e-mail: enquiries@financialombudsman.ie

- 20.4 A copy of our Compliant Procedure is available upon request.

21 DETAILS OF THE DEPOSIT GUARANTEE SCHEME

- 21.1 The European Communities (Deposit Guarantee Schemes) Regulations 1995 as amended by the European Communities (Deposit Guarantee schemes) (amendment) Regulations 2009 (S.I. No 228 of 2009) (the Regulations) provides for the establishment of a compensation scheme and payment, in certain circumstances, of compensation to clients who hold qualifying deposits (known as eligible deposits) with authorised Credit Institutions.

21.1.1 KBC Bank Ireland plc is a member of that compensation scheme.

21.1.2 Compensation may be payable where deposits lodged with KBC Bank Ireland by clients and held by KBC Bank Ireland cannot be returned to those clients for the time being and there is no reasonable or foreseeable opportunity of KBC Bank Ireland being able to do so.

21.1.3 A right to compensation will only arise if the client holds an eligible deposit as defined under the Regulations.

21.1.4 This scheme provides for the protection of deposits irrespective of currency. Protection under the scheme guarantees 100% of all deposits held by one depositor subject to a maximum compensation payment of €100,000.

- 21.2 If you require more information in relation to the Deposit Guarantee scheme please ask our Personal Deposits team for our Deposit Guarantee Information Leaflet.

22 SET OFF

The Customer hereby agrees that the Bank may at any time, without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any then existing accounts, including accounts held with or in the name of the Bank (whether current, deposit, loan or of any other nature whatsoever whether subject to notice or not and whether in Euro or in any other currency) of the Customer, alone or jointly with others, where so ever situate and set-off or transfer any sum standing to the credit of any one or more of such accounts in or towards satisfaction of any obligations or liabilities of the Customer to the Bank, whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. Where such a combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the then prevailing spot rate of exchange of the Bank (as conclusively determined by the Bank) for purchasing the currency in which the monies, obligations or liabilities were due, owing or incurred, with the existing currency.

23 SEVERABILITY

Each of the sections and sub-sections of these Standard Terms and Conditions and the Additional Terms and Conditions is severable and distinct from the others. If at any time such section or sub-section is or becomes invalid, illegal or unenforceable, this will not affect the validity, enforceability and legality of any of the other section or sub-section of these Standard Terms and Conditions or Additional Terms and Conditions.

24 MISCELLANEOUS

- 24.1 No time or indulgence which either party may extend to the other nor any waiver by either party of any breach of any term or condition of these Standard Terms and Conditions and/or the Additional Terms and Conditions shall affect that party's rights and powers hereunder.
- 24.2 You shall hold us harmless in respect of any loss or damage suffered by any person as a result of your breach of any of these Standard Terms and Conditions and/or the Additional Terms and Conditions except to the extent of our gross negligence or wilful misconduct.
- 24.3 We wish to avoid any conflict of interest when providing banking services to our clients. Sometimes however an unavoidable conflict may arise. If such conflict arises, we will write to you to without delay to fully disclose the nature of the conflict.
- 24.4 You agree to be bound by a certificate in writing from the Bank regarding any amounts held in the Deposit Account in the absence of manifest error.

25 RIGHT TO TERMINATE THE CONTRACT

- 25.1 You may cancel the Deposit Account under the European Communities (Distance marketing of Consumer Financial Services) Regulations, 2004 (the "Regulations") within 14 days of the opening of the Account by sending a notice in writing to Head of Personal Deposits, KBC Bank Ireland plc, Sandwith Street, Dublin 2. Any credit amount in the Deposit Account at the date of cancellation will be returned to you. You have the option to close the Deposit Account at any time by sending a notice in writing to Head of Personal Deposits, KBC Bank Ireland plc, Sandwith Street, Dublin 2. The cleared balance of your Deposit Account as at the date of closure will be repaid to you together with interest (if any) and less any DIRT outstanding and any outstanding liabilities owed to us in respect of your Deposit Account.

26 LIMITATION OF INFORMATION

The information in these Standard Terms and Conditions and the Additional Terms and Conditions is correct at the date sent to you.

27 GOVERNING LAW AND LANGUAGE

- 27.1 The Deposit Account, these Standard Terms and Conditions and the Additional Terms and Conditions shall be governed by and construed in accordance with the laws of Ireland, and the courts of Ireland shall have exclusive jurisdiction to resolve any disputes in connection therewith.
- 27.2 These Standard Terms and Conditions, all information which we supply to you, and all other communications with you will be in English.

28 NOTICES, ELECTRONIC COMMUNICATIONS AND RECORDS

- 28.1 Letters can be posted or delivered by hand to the Head of Personal Deposits, KBC Bank Ireland plc, Sandwith Street, Dublin 2.
- 28.2 Any notice required to be sent to you shall be deemed given to you if sent by prepaid ordinary post within 48 hours after being sent to your last known address or if given by hand, when delivered, or if by facsimile, when the transmission is completed and a facsimile confirmation is received. You authorise the Bank to accept as legally binding any instructions transmitted by you or on your behalf to the Bank by hand, post, facsimile or electronic mail.
- 28.3 The Customer hereby authorises the Bank to accept and act upon instructions communicated or transmitted by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the Bank ('electronic communications') as well as those delivered by hand, post or courier. The Bank is not obliged to accept and act upon such instructions however such instructions shall be binding on the Customer and unless the Bank specifically requests it, no written confirmation is required before the Bank shall act on such electronic instructions. The Bank shall not be required to enquire into the authenticity and genuineness of the person purporting to communicate the instructions and the Bank may at its absolute discretion require the Customer to furnish their instructions in writing.
- 28.4 The Bank shall not be liable, responsible or accountable for any consequence arising due to any misinterpretation of, non receipt or delay in receipt of, the non transmission or loss in transmission of, or the illegibility of, the electronic communication containing the instruction.
- 28.5 In consideration of the Bank accepting instructions by way of electronic communication, the Customer hereby undertakes to indemnify the Bank and keep the Bank indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by the Bank arising out of or in connection with such instructions so long as the Bank has acted reasonably and in good faith.
- 28.6 The Customer agrees not to object to the use of any electronic records or electronic information being used including, without limitation in any proceedings, purely because they are in electronic form or because they may not be best evidence available of the matters to which they relate.

29 PAYMENT INSTRUCTIONS

- 29.1 The Customer is solely responsible for the accuracy of each payment instruction. The Bank is not responsible for any delay or error which arises from incomplete, unclear, inconsistent or mistaken instructions which you give us or by us accepting, where we exercise our discretion to do so, an instruction in a form other than our standard form for payment instructions. Where you give us inconsistent instructions (for example, where the receiving bank's NSC or BIC and its name and address details do not match), we shall not be liable for acting in accordance with any part of those instructions.
- 29.2 Before a payment is made from your Deposit Account, you must comply with our applicable procedures including completing, either manually or online, the relevant payment instruction.
- 29.2.1 In the case of a payment to another bank account these will also include providing all necessary Unique Identifiers to enable the payee's bank and payee's bank account to be identified.
- 29.2.2 The Unique Identifiers required for domestic payments are currently the NSC of the payee's bank and the payee's bank account number, although in some circumstances you may be asked to provide the BIC of the payee's bank and IBAN of the payee. Details of the Unique Identifiers required for International Payments are specified at the time of set up of the payment instruction.
- 29.3 Before we can make a payment you must authorise the transaction by providing a written instruction signed by you or your authorised signatory in accordance with the mandate held by us. Such instruction(s) will be required for each and every withdrawal.
- 29.4 We will accept and endeavour to implement any instructions received by us in respect of payments from your Deposit Account provided that:
- 29.4.1 you or the relevant authorised signatory follow our applicable procedures and authorise the transaction in accordance with Condition 29.3;
- 29.4.2 you or the relevant authorised signatory have duly completed and authorised all applicable payment instructions or we have otherwise received instructions on your behalf in accordance with any applicable Direct Debit scheme or other procedure;
- 29.4.3 we are not prevented from following the instruction by any law or regulation or other circumstances beyond our reasonable control;

29.4.4 you have sufficient cleared and available funds in your Deposit Account to meet the instruction concerned and all applicable charges; and

29.4.5 all other conditions required by us have been fulfilled.

If we do not accept a payment instruction in respect of a payment that is subject to the PSD (this would exclude for example cheques and other negotiable instruments), we will notify you of this within the execution timeframes set out or referred to in these Conditions, and if possible we will also notify you of the reasons for not accepting the payment instruction, unless restricted by law or regulation from doing so.

29.5 Once received by us for execution, payment instructions are irrevocable. However, if you wish to amend or cancel an instruction that you have given us, we will use our reasonable endeavours to make such amendment or cancellation if it is possible for us to do so, subject to the following:

29.5.1 Payment instructions for transfers between accounts (whether in your name or in the name of another of our Customers) cannot be amended or revoked after receipt by us.

29.5.2 Any amendment or cancellation instruction should be given in writing to the Bank or in such other form as we may prescribe.

29.5.3 You will be liable for any additional fees or expenses or foreign exchange losses which arise out of any such amendment or cancellation or any payment investigation initiated at your request. We reserve the right to charge you for revoking any payment instruction.

29.6 Our ability to execute a payment instruction in a timely manner is dependent on our receiving the relevant instruction in good time before the payment:

29.6.1 In the case of payments, this should be before the cut off time for the payment method concerned. Any instruction received after the cut off time on a Business Day or any instruction received on a non Business Day will, subject to our acceptance of such instruction, be processed on the next Business Day.

29.6.2 The cut off times for International Payments and Same Day Value Payments are specified at the time of the transaction.

29.6.3 Except where we agree a specific receipt date, details of when we will be deemed to have received a payment instruction for the purposes of the above will vary depending on the method by which you instruct the payment. Instructions received during normal working hours will be deemed to be received on that Business Day. Paper initiated payments will be deemed to be received on the following Business Day.

29.6.4 We may use intermediary or agent banks and clearing and settlement systems of our choice to execute any payment.

29.6.5 You must notify us without undue delay on becoming aware of any unauthorised or incorrectly executed payment from your Account. We will consider whether there has been undue delay in accordance with Condition 10.2.1.

29.6.6 We will take reasonable steps to ensure that each Same Day Value Payment that you (in a manner which is in compliance with the applicable procedures) instruct us to make and which we accept for execution, is credited to the account of the payee's bank on the same day that you instruct us to make it and in any event is made within the timeframe specified in Condition 29.6.7.

29.6.7 We will ensure that each payment (an "EEA Payment") in Euro or Sterling that you (in a manner which is in compliance with the applicable procedures) instruct us to make and which we accept for execution is credited to the account of the payee's bank within the following timeframes:

(a) for all payments in Euro to an account in the EEA:

- (i) by the end of the next Business Day after receipt of your instruction;
- and
- (ii) on the same day where we are both the payer's and the payee's bank.

(b) for all payments in Sterling:

- (i) by the end the second Business Day after receipt of your instruction.

These timeframes may be extended by one Business Day where the payment is paper initiated.

Where you wish to make a payment by a particular deadline, you should allow additional time to that set out above for the payee's bank to process and apply the payment to the payee's account.

29.6.8 We will take reasonable steps to ensure that each payment other than a payment by way of cheque or draft or other paper based order or voucher:

29.6.8.1 in a currency other than Euro or the currency of a member state of the EEA outside the Euro area, or

29.6.8.2 to an account located outside the EEA in any currency,

(each of the above a 'Non EEA Payment') that you (in a manner which is in compliance with the applicable procedures) instruct us to make and which we accept for execution, is made in accordance with your instructions in a timely manner. Any payment execution timeframe that we may indicate as indicative only and we do not guarantee that it will be met in every case.

If there has been undue delay on your part in contacting us, we may not be able to compensate you for any loss you may have suffered. If an incorrect amount is debited or credited to your Account, we may make necessary correcting entry on your Account without reference to you.

30 UNAUTHORISED PAYMENTS

- 30.1 We will, in accordance with our obligations under the Payments Services Directive and subject as hereafter mentioned, refund to you the amount of any payment or withdrawal debited from your Deposit Account which was not authorised by you and, where necessary, restore your Deposit Account to the state it would have been in had the transaction not taken place. However:
- 30.1.1 this Condition only applies where you are a Consumer or, a Micro Enterprise and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was in Euro or Sterling;
- 30.1.2 If the unauthorised payment resulted from the loss or theft of any Security Feature or failure to follow any security procedures and/or the Operating Instructions or your failure to keep the Security Features safe and secure, you will be liable for the first €150 of loss suffered by you;
- 30.1.3 We will have no liability under this Condition for any loss suffered by you where you:
- 30.1.3.1 have acted fraudulently;
- 30.1.3.2 have intentionally, or because of your lack of reasonable care, not used or have failed to keep safe and secure any Security Feature or have failed to follow any security procedure and/or the Operating Instructions; and/or
- 30.1.3.3 have intentionally, or because of your lack of reasonable care, failed to notify us without undue delay of the loss, theft or misappropriation of any Security Feature or breach of any security procedure and/or the Operating Instructions.
- 30.1.4 If there is undue delay on your part in notifying us of the unauthorised payment, we will not be liable to make good any loss you suffer. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days after receipt by you of a statement for your Deposit Account showing the relevant debit to your Deposit Account.
- 30.1.5 In any event a failure to notify us within 13 months of the payment being debited to your Deposit Account will always amount to undue delay.

30.2 INCORRECTLY EXECUTED AND NON EXECUTED PAYMENTS

30.2.1 We will, in accordance with our obligations under the PSD and subject to the following requirements, be liable to you for the correct execution of any instruction to make a payment from your Deposit Account properly given by you to us in accordance with the requirements of these Conditions. However, this Condition only applies where:

- (a) you are a Consumer or, a Micro Enterprise, and where the payer's bank and the payee's bank are both located in the EEA and the payment in question was or was to have been in euro or the currency of a member state of the EEA outside the euro area;
- (b) you provided us with the correct Unique Identifiers for the payment in question;
- (c) there is no undue delay on your part in notifying us of the incorrect or non executed payment. We will normally consider that there has been undue delay in this regard if you fail to notify us within 30 days of the relevant account statement. In any event a failure to notify us within 13 months of the incorrect payment will always amount to undue delay; and

30.2.2 We shall have no liability to you under this Condition where we can prove to you and, where relevant, the payee's bank, that the payment was received by the payee's bank within the applicable timeframe.

30.2.3 Where we are liable under this Condition, we will refund to you, without undue delay, the amount of the non-executed or incorrectly executed payment and, where applicable, restore your Deposit Account to the position it would have been in, had the non-executed or incorrectly executed payment not taken place.

30.2.4 Regardless of the issue of liability, where you notify us of an incorrectly executed payment, we will make immediate efforts to trace the whereabouts of the defective payment and inform you of the results of such efforts. If as a result of our investigation we establish that the payment was correctly executed, we reserve the right to debit your Deposit Account with our charges and any fees or charges levied or sought from us by any other banks involved in investigating the payment.

30.2.5 For the avoidance of doubt, but subject to the foregoing, where we are providing you with services to which the PSD applies, we will be liable to you for any charges for which we are responsible and any interest levied by us to which you are subject as a result of our non-execution or defective execution of a payment.

SECTION B

ADDITIONAL TERMS AND CONDITIONS FOR THE KBCI STANDARD FIXED RATE DEPOSIT ACCOUNT

Please note these Additional Terms and Conditions should be read in conjunction with the Standard Terms and Conditions.

1. Availability

- 1.1 The Standard Fixed Rate Deposit Account is only available to applicants aged 18 years or over.
- 1.2 The Standard Fixed Rate Deposit Account is denominated in Euro and Sterling.
- 1.3 Minimum and maximum balances may be applied to this account which will be communicated to you prior to your application and will be noted on the application form.
- 1.4 Various terms (duration in time of the fixed rate deposit) are available and will be communicated to you prior to your application and will be noted on the application form.

2. Standard Fixed Rate Deposit Account Operation

- 2.1 No partial withdrawals may be made once the Standard Fixed Rate Deposit Account has been opened.
- 2.2 You may only make one initial Lodgement into the Standard Fixed Rate Deposit Account. Funds should be lodged to the Standard Fixed Rate Deposit Account on account opening.
- 2.3 If you close the Standard Fixed Rate Deposit Account early, break funding costs will apply (see 6 below). Where a breakage charge is applied and there is insufficient interest accrued in the Standard Fixed Rate Deposit Account to cover the cost of breaking the fixed deposit,

the balance of the breakage cost may be deducted from the initial amount deposited by you. This would result in the closing balance of the Standard Fixed Rate Deposit Account being less than the amount you initially deposited.

3. Interest

3.1 The negotiated rate of interest on a Standard Fixed Term Deposit Account is set for the entire period of the fixed deposit i.e. 3 month, 6 month or 1 year subject to receipt by the Bank of cleared and available funds. The Bank reserves the right to amend the negotiated rate of interest prior to receipt of cleared and available funds in order to reflect prevailing market conditions. The Bank may also adjust its deposit rates on Standard Fixed Term Deposit Accounts from time to time to reflect prevailing market conditions but will not change the rate of interest during the period of each individual Standard Fixed Term Deposit Account following receipt of cleared and available funds by the Bank.

3.2 Interest is only payable against Cleared Funds.

3.3 The gross rate of Interest is fixed for the entire period of the deposit. Interest is calculated for the period of the deposit, on the cleared amount and is credited to the Standard Fixed Rate Deposit Account on maturity.

3.4 Interest may be subject to Deposit Interest Retention Tax or "DIRT" where appropriate (see Standard Terms and Conditions Section 18).

4. Maturity

4.1 Unless the Bank receives instructions from you on or before the maturity date of the Standard Fixed Rate Deposit Account, the account will be changed to a Standard Demand Deposit Account. Interest is credited after close of business on the maturity date and the funds are available for withdrawal the following Business Day. The funds will then receive the prevailing rate for that account. Should the maturity date fall on a Non-Business Day, the actual maturity date will be the next applicable Business Day.

4.2 Unless the Bank receives original signed instruction(s) from you as detailed in Section A 6.7 the account will revert to the interest rate and terms of the Banks Standard Demand Deposit Account. Should the maturity date fall on a Non-Business day, the actual maturity date will be the next applicable Business Day.

5. Cooling Off Period

If your Standard Fixed Rate Deposit Account does not meet your needs or expectations and you inform us in writing within 14 Days of opening it, we will refund your money in full to source with no loss of Interest.

6. Broken Funding Charge

Any withdrawals from a Standard Fixed Rate Deposit Account prior to the maturity date of the term of that Standard Fixed Rate Deposit Account will result in a breakage charge for the Customer equal to any funding loss incurred by the Bank. This breakage cost will be calculated using the following standard formula:

$$A \times B \% \times C$$

Where:

A - is the amount withdrawn;

B % - is the difference between the prevailing market Interest rate for a term that coincides or is closest to the number of days remaining in the term, and the Interest rate on the Standard Fixed Rate Deposit Account; and

C - is the number of days remaining in the term, then divided by 360 or 365 for Euro and Sterling respectively.

SECTION C

ADDITIONAL TERMS AND CONDITIONS FOR THE KBCI FIXED RATE DEPOSIT ACCOUNT (WITH WITHDRAWAL FACILITY)

Please note these Additional Terms and Conditions should be read in conjunction with the Standard Terms and Conditions.

1. Availability

1.1 The Fixed Rate Deposit Account (with withdrawal facility) is only available to applicants aged 18 years or over.

1.2 The Fixed Rate Deposit Account (with withdrawal facility) is denominated in Euro.

1.3 Minimum and maximum balances may be applied to this account which will be communicated to you prior to your application.

1.4 Various terms (duration in time of the fixed rate deposit) are available and will be communicated to you prior to your application and will be noted on the application form.

2. Account Operation

2.1 You may only make one initial Lodgement into the Fixed Rate Deposit Account (with withdrawal facility). Funds should be lodged to the Fixed Rate Deposit Account (with withdrawal facility) on account opening.

2.2 A withdrawal facility is available with the Fixed Rate Deposit Account (with withdrawal facility) the precise details of which will be communicated to you prior to your application.

2.3 No further partial withdrawals may be made once the Fixed Rate Deposit Account (with withdrawal facility) has been opened.

2.4 If you close the Fixed Rate Deposit Account (with withdrawal facility) early, or request a withdrawal in excess of that permitted by the terms & conditions of the Fixed Rate Deposit Account (with withdrawal facility) break funding costs will apply. (refer to Condition 6

below). Where a breakage charge is applied and there is insufficient interest accrued in the Fixed Rate Deposit Account (with Withdrawal Facility) to cover the cost of breaking the fixed deposit, the balance of the breakage cost may be deducted from the initial amount deposited by you. This would result in the closing balance of the Fixed Rate Deposit Account (with withdrawal facility) being less than the amount you initially deposited.

3. Interest

3.1 The negotiated rate of interest is set for the entire period of the fixed deposit subject to receipt by the Bank of cleared and available funds. The Bank reserves the right to amend the negotiated rate of interest prior to receipt of cleared and available funds in order to reflect prevailing market conditions. The Bank may also adjust its deposit rates on Fixed Rate Deposit Accounts (with withdrawal facility) from

time to time to reflect prevailing market conditions but will not change the rate of interest during the period of the Fixed Rate Deposit Account (with withdrawal facility) following receipt of cleared and available funds by the Bank.

3.2 Interest is only payable against Cleared Funds.

3.3 The gross rate of Interest is fixed for the entire period of the deposit. Interest is calculated for the period of the deposit, on the cleared amount and is credited to the Fixed Rate Deposit Account (with withdrawal facility) on maturity.

3.4 Interest may be subject to Deposit Interest Retention Tax or "DIRT" where appropriate (see Standard Terms and Conditions Section 18).

4. Maturity

4.1 Unless the Bank receives instructions from you on or before the maturity date of the Standard Fixed Rate Deposit Account, the account will be changed to a Standard Demand Deposit Account. Interest is credited after close of business on the maturity date and the funds are available for withdrawal the following Business Day. The funds will then receive the prevailing rate for that account. Should the maturity date fall on a Non-Business Day, the actual maturity date will be the next applicable Business Day.

4.2 Unless the Bank receives original signed instruction(s) from you as detailed in Section A 6.7 the account will revert to the interest rate and terms of the Banks Standard Demand Deposit Account. Should the maturity date fall on a Non-Business day, the actual maturity date will be the next applicable Business Day.

5. Cooling Off Period

If your Fixed Rate Deposit Account (with withdrawal facility) does not meet your needs or expectations and you inform us in writing within 14 Days of opening it, we will refund your money in full to source with no loss of Interest.

6. Broken Funding Charge

In the case of a withdrawal, outside the agreed withdrawal limit, the following will apply:

Any withdrawals from a Fixed Rate Deposit Account (with withdrawal facility) prior to the maturity date of the term will result in a breakage charge for the Customer equal to any funding loss incurred by the Bank. This breakage cost will be calculated using the following standard formula:

$$A \times B \% \times C$$

Where:

A - is the amount withdrawn;

B % - is the difference between the prevailing market Interest rate for a term that coincides or is closest to the number of days remaining in the term, and the Interest rate on the Fixed Rate Deposit Account (with withdrawal facility); and

C - is the number of days remaining in the term, then divided by 360 or 365 for Euro and Sterling respectively.

SECTION D

ADDITIONAL TERMS AND CONDITIONS FOR THE KBCI STANDARD DEMAND DEPOSIT ACCOUNT

Please note these Additional Terms and Conditions should be read in conjunction with the Standard Terms and Conditions.

1. Availability

1.1 The Standard Demand Deposit Account is only available to applicants aged 18 years or over.

1.2 The Standard Demand Deposit Account is denominated in Euro and Sterling.

1.3 Minimum and maximum balances may be applied to this account which will be communicated to you prior to your application and will be noted on the Personal Deposit Application Form.

2. Operation of Standard Demand Deposit Account

2.1 Once a Standard Demand Deposit Account is opened, additional lodgements are accepted subject as agreed to a minimum amount.

2.2 No notice is required to make a withdrawal.

2.3 Proceeds of any cheque lodged to the Standard Demand Deposit Account may not be withdrawn until the cheque is cleared.

2.4 Withdrawals can only be made to a predefined nominated account. Changes to the nominated account must be confirmed to KBC in writing.

2.5 In respect of payments out of the Standard Demand Deposit Account (debit payments), the date of receipt of such payment orders will, subject to applicable Cut-Off Times, be that Business Day where the payment order is received by the Bank.

2.6 In respect of payments into the Standard Demand Deposit Account, (credit payments), the account will, subject to applicable Cut-Off Times, be credited with the amount of any such payment on the same Business Day as the payment is received by the Bank, save where the date of receipt is not a Business Day in which circumstances the account may not be credited until the next Business Day.

2.7 The Bank reserves the right to deduct transaction charges, where applicable, from any credit payment prior to applying, or crediting, such payment to the Standard Demand Deposit Account.

2.8 Where we alter any fees or charges that are applicable to the services provided under the Payment Services Directive we will give you at least 2 months notice. Where a change in fees is to your benefit we may, at our discretion, give you shorter notice period.

2.9 You must ensure that sufficient Cleared Funds are maintained in the Standard Demand Deposit Account to meet withdrawals.

2.10 Without liability, the Bank may refuse to act on incoming or outgoing payment order if the payment order does not contain the BIC and IBAN or Sort Code and Account Number, or any other unique identifier to the beneficiary. In the event that the Bank refuses to process any such outgoing payment order, the Bank will advise the Customer accordingly.

3. Interest

3.1 The rate of Interest on a Standard Demand Deposit Account is variable.

- 3.2 The rate of Interest is set upon opening your account and thereafter on a monthly basis subject to the account balance at that time.
- 3.3 Interest is only payable against Cleared Funds.
- 3.4 Interest is calculated on a daily basis on the cleared deposit balance and is credited to the Standard Demand Deposit Account semi-annually.
- 3.5 Interest may be subject to Deposit Interest Retention Tax or "DIRT" where appropriate (see Standard Terms and Conditions 18 above).
- 4. Maturity**
- 4.1 As there is no term on the Standard Demand Deposit Account, there is no maturity date.
- 5. Cooling Off Period**
- 5.1 If your Standard Demand Deposit Account does not meet your needs or expectations and you inform us in writing within 14 Days of opening it, we will refund your money in full to source with no loss of Interest.

SECTION E

ADDITIONAL TERMS AND CONDITIONS FOR THE KBCI SMART ACCESS DEMAND ACCOUNT

Please note these Additional Terms and Conditions should be read with the Standard Terms and Conditions.

1. Availability

- 1.1 The Smart Access Demand Account is only available to applicants aged 18 years or over.
- 1.2 The Smart Access Demand Account is denominated in Euro and Sterling.
- 1.3 The minimum account opening balance is €3,000 and the maximum account balance is €100,000.

2. Operation of The Smart Access Demand Account

- 2.1 Once a Smart Access Demand Account is opened, additional lodgements are accepted subject as agreed to a minimum amount.
- 2.2 No notice is required to make a withdrawal.
- 2.3 The proceeds of any cheque lodged to the Smart Access Demand Account may not be withdrawn until the cheque is cleared.
- 2.4 Withdrawals can only be made to a predefined nominated account. Changes to the nominated account must be confirmed to KBCI in writing.
- 2.5 In respect of payments out of the Smart Access Demand Account (debit payments), the date of receipt of such payment orders will, subject to applicable Cut-Off Times, be that Business Day where the payment order is received by the Bank.
- 2.6 In respect of payments into the Smart Access Demand Account, (credit payments), the account will, subject to applicable Cut-Off Times, be credited with the amount of any such payment on the same Business Day as the payment is received by the Bank, save where the date of receipt is not a Business Day in which circumstances the account may not be credited until the next Business Day.
- 2.7 The Bank reserves the right to deduct transaction charges, where applicable, from any credit payment prior to applying, or crediting, such payment to the Smart Access Demand Account.
- 2.8 Where we alter any fees or charges that are applicable to the services provided under the Payment Services Directive we will give you at least 2 months notice. Where a change in fees is to your benefit we may, at our discretion, give you shorter notice period.
- 2.9 You must ensure that sufficient Cleared Funds are maintained in the Smart Access Demand Account to meet withdrawals.
- 2.10 Without liability, the Bank may refuse to act on incoming or outgoing payment order if the payment order does not contain the BIC and IBAN or Sort Code and Account Number, or any other unique identifier to the beneficiary. In the event that the Bank refuses to process any such outgoing payment order, the Bank will advise the Customer accordingly.

3. Interest

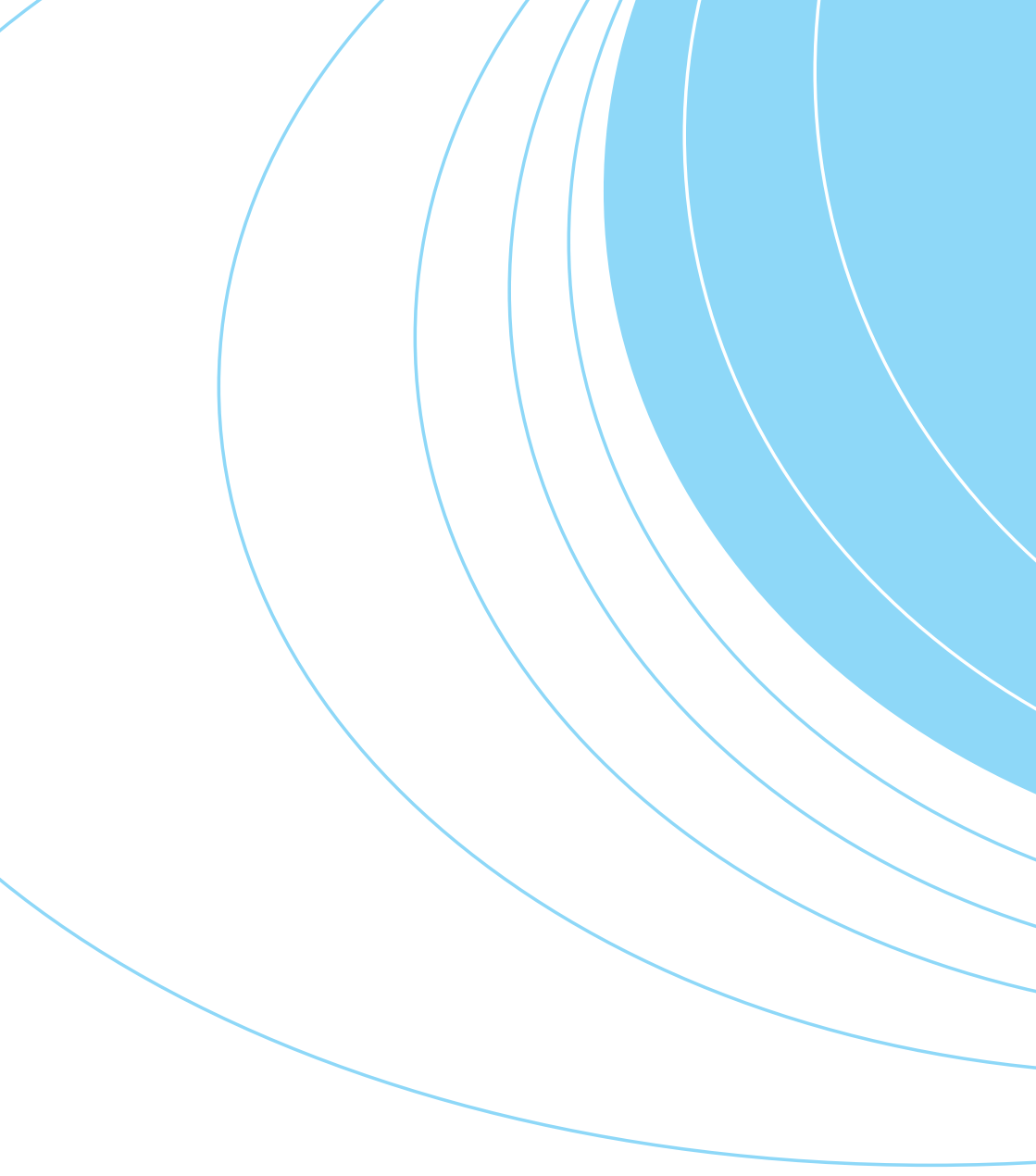
- 3.1 The rate of interest is determined by the balance in the Smart Access Demand Account as noted on the Personal Deposit Rate Matrix.
- 3.2 The rate of Interest is variable and set upon opening your account and thereafter on a monthly basis subject to the account balance at that time.
- 3.3 Interest is only payable against Cleared Funds.
- 3.4 Interest is calculated on a daily basis on the cleared deposit balance and is credited to the Smart Access Demand Account annually on the 31st December each year.
- 3.5 Once the account balance (including interest added) exceeds €100,000 the entire balance will earn interest at the current Standard Demand Deposit Account interest rate offered by KBCI.

4. Maturity

- 4.1 As there is no term on the Smart Access Demand Account, there is no maturity date.

5. Cooling Off Period

- 5.1 If your Smart Access Demand Account does not meet your needs or expectations and you inform us in writing within 14 Days of opening it, we will refund your money in full to source with no loss of Interest.



KBC Bank Ireland plc. is registered in the Republic of Ireland. The registration number is 40537 and the registered office is Sandwith Street, Dublin 2.

KBC Bank Ireland plc is regulated by the Central Bank of Ireland.