



Corporate Deposit Accounts Terms & Conditions

THE BANK OF YOU

This is an important legal document. You should read it carefully and keep it for future reference.

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PART A - ABOUT US/DEFINITIONS/INTERPRETATION

1. ABOUT US

- 1.1 KBC Bank Ireland plc ("KBCI") has been proudly serving our customers in Ireland for over 40 years. Employing over 1,000 staff across Ireland, our head office is situated at Sandwith St., Dublin 2.
- 1.2 As one of Ireland's leading banks and a member of one of Europe's largest banking groups, KBC Bank Ireland provides personal and corporate banking services to our customers throughout Ireland and abroad.
- 1.3 We provide a range of products and services to personal, and business customers including; current accounts, overdrafts, savings/deposit accounts, investment products, mortgages, home, car & gadget insurance, life assurance, credit cards, business and personal loans and a range of deposit and foreign exchange products for corporate clients.
- 1.4 Our products and services are distributed through our nationwide Hub network, with locations in Dublin, Cork, Limerick, Galway, Kildare, Kilkenny, Waterford and Wicklow, our website KBC.ie and our online/ mobile banking platforms with corporate deposit and FX products distributed via our Head Office in Sandwith Street, Dublin 2.
- 1.5 KBC Bank Ireland is a public limited company registered in the Companies Registration Office under Company Number 40537. Our registered office is at Sandwith Street, Dublin 2. We are a wholly owned subsidiary of KBC Bank N.V. Our VAT number is 8F86824G.
- 1.6 KBCI is a licensed credit institution regulated by the Central Bank of Ireland, New Wapping Street, North Wall Quay, Dublin 1.

2. DEFINITIONS

In these Terms and Conditions:

Account means a Corporate Deposit Account with KBC Bank Ireland plc.

Account Holder means the Corporate Customer in whose name the account is opened.

Additional Terms and Conditions means the terms and conditions specific to a particular account which are set out in Part D as may be amended, extended or replaced from time to time.

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 the payee's 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.

Collection means the collection of the agreed monies from the Account on foot of a Payment Instruction received by us from you or on your behalf.

Confirmation means the correspondence issued by KBCI on the opening of the Account which states the type of the Account, the term of the Account, the maturity date, the currency of the Account and the interest rate applicable to the Account.

Corporate Customer means an incorporated entity with a turnover of greater than €3million, financial institutions and credit unions or other incorporated entity to whom the Consumer Protection Code does not apply.

Corporate Deposit Account means together a Corporate Deposit Demand Account, Corporate Deposit Fixed Term Account and a Corporate Deposit Notice Account.

Corporate Deposit Application Form means the application form completed by the Corporate Customer to open the Corporate Deposit Account and to deal in Foreign Exchange.

Corporate Deposit Demand Account means an account from which you can, subject to the Terms and Conditions of the account withdraw your money from the account at any time without notice.

Corporate Deposit Fixed Term Account means an account which is for a stated period of time at a fixed interest rate and from which, subject to the Terms and Conditions of the account monies may not be withdrawn during the term of the account.

Corporate Deposit Notice Account means an account from which you can, subject to the Terms and Conditions of the account withdraw your money from the account once you have provided the Bank with the appropriate instruction and observed the appropriate notice period.

Common Reporting Standard (CRS) means the single global standard on Automatic Exchange of Information (AEOI) under which, participating jurisdictions will be required to exchange certain information held by financial institutions regarding their non tax resident customers. Legislation to implement the CRS in Ireland was introduced in Finance Act 2014 by inserting Section 891F of the Taxes Consolidation Act 1997, and Regulations (Statutory Instrument 583 of 2015) came into effect on 31 December 2015.

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

Data Protection Documents means the Data Protection Notice and the Privacy Statement as amended, extended or replaced from time to time for such reasons as KBCI deems reasonable and/or necessary;

Data Protection Law means all legislation and regulations relating to the processing and protection of personal data including (without limitation) the Data Protection Acts 1988 and 2003, the European Communities (Electronic Communications Networks and Services) (Privacy and Electronic Communications) Regulations 2011, the EU Data Protection Directive 95/46/EC, the Data Protection (Registration) Regulations 2001, the Data Protection Act 1988 (Section 16(1)) Regulations 2007, the General Data Protection Regulation (EU) 2016/679, and the Personal Data Security Breach Code of Practice issued by the Data Protection Commissioner relating to the processing of personal data or privacy or any amendments and re-enactments thereof;

Data Protection Notice means the data protection notice produced by us to explain the terms on which any personal data received in connection with your Accounts will be collected and used by us or on our instruction and the mechanisms by which you can exercise your rights pursuant to Data Protection Law. The Data Protection Notice may be accessed online at www.kbc.ie. Hard copies may also be obtained directly from us;

Direct Debit is a national or cross border payment service for making payments from a payer's Account, which payments are initiated by the payee on the basis of the payer's consent.

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.

EEA means European Economic Area.

Euro means the lawful currency for the time being of the Republic of Ireland.

FATCA means the Foreign Account Tax Compliance Act, a U.S. piece of legislation whose overall aim is to combat tax evasion by improving the exchange of information between tax authorities in relation to U.S. citizens and residents who hold assets off-shore. In 2012, the Irish Government signed an Intergovernmental Agreement with the U.S. in relation to the implementation of FATCA in Ireland. This Agreement provides for a bilateral and reciprocal exchange of information with the U.S. in relation to accounts held in Irish financial institutions by U.S. persons, and accounts held in U.S. financial institutions by Irish tax residents. The legislation to implement the Intergovernmental Agreement - Section 891E, Taxes Consolidation Act 1997 - was inserted by Section 32, Finance Act 2013 and the Regulations (Statutory Instrument 292 of 2014) came into force from 1 July 2014.

GBP means British pound sterling

Interest shall be the interest payable on cleared funds in a Corporate Deposit Account at the rate agreed between the Bank and the Customer and calculated in accordance with these 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.

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

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

Payment Instruction means any instruction received by us in accordance with these Terms and Conditions.

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.

Standard Terms and Conditions means the terms and conditions set out in Part A, B, & C as may be 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, where appropriate, includes any person authorised to act on our behalf.

You or yours means the Corporate Customer and includes the Corporate Customer's representatives and successors and, where appropriate, includes any person authorised to act on your behalf.

3. INTERPRETATION

3.1 In these Terms and Conditions, unless the context otherwise requires, a reference to:-

- 3.1.1 clauses and schedules are to clauses of, and schedules to these Terms and Conditions, and the words “hereunder”, “hereof”, “hereto” and words with similar meaning shall be deemed to be references to these Terms and Conditions as a whole and not to any particular recital, clause or schedule of these Terms and Conditions;
- 3.1.2 the singular include the plural and references to the plural include the singular; and references to the male include the female and references to the female include the male; and references to the neuter singular gender throughout these Terms and Conditions shall include all genders and the plural;
- 3.1.3 a “person” shall be construed so as to include any individual firm, company or body corporate, government, state or agency of the state, local or municipal authority, or government body or any joint venture, association, pension fund, trust, partnership or limited partnership (whether or not having separate legal personality);
- 3.1.4 any statute or statutory provision shall be construed as a reference to the same as it may have been, or may from time to time be, amended, modified or re-enacted and shall include references to any provisions of which they are re-enacting (whether with or without modification);
- 3.1.5 a “day” (including within the phrase “Business Day”) shall mean a period of 24 hours running from midnight to midnight and references to a “month” shall mean a calendar month;
- 3.1.6 dates which do not fall on a Business Day shall be construed as references to the immediately subsequent Business Day;
- 3.1.7 any other document referred to in these Terms and Conditions is a reference to that other document as amended, varied, novated or supplemented or replaced (other than in breach of the provisions of these Terms and Conditions) from time to time; and
- 3.1.8 any party include its successors and permitted assigns.
- 3.2 Headings and titles are for convenience only and do not affect the interpretation or construction of these Terms and Conditions.
- 3.3 In these Terms and Conditions, we may use examples to illustrate or explain something covered by a clause however the clause and the meaning thereof is not limited to those examples.

4. TERMS AND CONDITIONS

- 4.1 These Terms and Conditions constitute the main terms and conditions applicable to the Account but they do not cover every possible situation that may arise. Where they do not cover a particular situation normal banking law and practice will apply.
- 4.2 These Terms and Conditions shall be binding on you when accepted by you and in any event you shall (unless otherwise stated) be deemed to have accepted these Terms and Conditions when you first start to operate the Account for example, by issuing an instruction, making a Lodgement to your Account.
- 4.3 In addition to the Terms and Conditions, the Account is also subject to all mandates, and other signing instructions that you give us, directly or where permitted through a third party in respect of your Account from time to time, and all application forms and instruction forms completed by you in connection with the Account all of which shall form part of our agreement with you in connection with the Account. The operation of your Account shall also be governed by banking law and practice generally.
- 4.4 The Terms and Conditions applicable to your Account are the General Provisions set out in Parts A, B, & C together with the Additional Terms and Conditions for the particular type of Corporate Deposit Account that you open as set out in Part D below. If there is any inconsistency between the General Provisions set out in Part A, B, & C and the Additional Terms and Conditions for the specific Corporate Deposit Accounts set out in Part D, the Additional Terms and Conditions shall have precedence.
- 4.5 You may request a copy of these Terms and Conditions and your Corporate Deposit Application Form at any time. A copy may be provided on paper or another Durable Medium (such as an email addressed to you).
- 4.6 From time to time and at our discretion we offer promotions or special benefits or features with an account. These promotions, special benefit or features may be subject to additional terms and conditions which will be advised at the time. If there is any conflict between these Terms and Conditions and those of the promotion/special benefit or feature the latter will have precedence.
- 4.7 These Terms and Conditions are effective for new Corporate Customers in respect of new Accounts opened by them from 18th April 2018 and for existing Corporate Customers from 18th June 2018 until further notice.

PART B - GENERAL PROVISIONS

5. IDENTIFICATION

- 5.1 Before you can open an Account and at any time while you continue to hold and operate the Account, you may be required to provide us with certain documentation to ensure compliance with our obligations in relation to anti-money

laundering, fraud prevention and the prevention of the financing of terrorism and to comply with taxation requirements e.g. DIRT, FATCA and CRS, you will be required to produce to us your certificate of incorporation, constitutional documents; satisfactory evidence of the identity and current permanent address of two directors (or in the case of single director companies one director and the company secretary) and any authorised signatory on the Account and any benefit owners owning more than 25% of the share capital of the Corporate Customer, the source of funds which make up any lodgement, registered business address and your corporation tax reference number. We may request further documentation from you in order to support your application.

- 5.2 We reserve the right not to open an Account if we do not have satisfactory documentation to satisfy our legal and regulatory obligations in respect of anti-money-laundering, fraud prevention and/or the prevention of the financing of terrorism, FATCA and CRS or for any other reason in our absolute discretion.
- 5.3 You must immediately inform us in writing of any change in your company name, registered business name, registered office, the directors or authorised signatories, telephone number, bank details or other contact details. Until you do so and until we acknowledge these changes, all correspondence will be sent to the last address you have given us.
- 5.4 If you are an employee or director of KBC Bank Ireland plc or you are connected professionally or related to an employee of KBC Bank Ireland plc, you must immediately notify us of this.

6. CONFLICTS OF INTEREST

It is our policy to mitigate and where necessary avoid conflicts of interest when providing services to our customers. If conflicts arise and they cannot be easily avoided, we will inform you of the potential conflict and will use reasonable endeavours to resolve such conflict of interest to ensure you are treated fairly. You will be required to acknowledge the conflicts of interest in a Durable Medium should you wish to proceed with the financial service.

7. TELEPHONE CONTACT/ELECTRONIC COMMUNICATION

- 7.1 Subject to applicable law, we may contact you by post, phone, fax, email, online or in person.
- 7.2 When you contact us about the Account we may ask you to confirm details of the Corporate Deposit Account. If you are unable to answer these correctly or if for any reason we doubt the validity of the inquirer we can request that the queries be submitted in writing to us, signed by the Accountholder(s) and/or authorised signatories.
- 7.3 Electronic Communications and Phone Calls
 - 7.3.1 Your Information may be processed, recorded and retained by us in electronic form. You agree, pursuant to the Electronic Commerce Act 2000, that KBC may communicate with you electronically in relation to your Account(s), and that it may rely on such electronic communications, records, originals and documents in any dealing with you. You shall not object to any electronic records being relied upon by us, including in any litigation, proceedings or other dispute proceedings' purely because they are in electronic form and may not be the best evidence available as to the matters to which they relate.
 - 7.3.2 We may also monitor and record telephone calls made to and from us for fraud and crime prevention, to assist in improving customer services, to evidence instructions or to prevent or resolve disputes. You hereby consent and agree, pursuant to the Electronic Commerce Act 2000, to any such recording or transcript thereof being used in evidence in any litigation, arbitration, or other dispute proceedings.
- 7.4 You hereby authorise us to accept as legally binding and to act upon instructions communicated or transmitted to us by you or on your behalf by telephone, facsimile, electronic mail or any other electronic communications network or system operated by the KBCI ('electronic communications') as well as those delivered by hand, post or courier. We are not obliged to accept and act upon such instructions however such instructions shall be binding on you and unless we specifically request it, no written confirmation is required before KBCI can act on such electronic instructions. We shall not be required to inquire further into the authenticity and genuineness of the person purporting to communicate the instructions and shall be entitled to presume that the person we are dealing with is who they purport to be (subject to KBCI acting reasonably and in good faith) and that they are duly authorised to give such instructions. We may however at our absolute discretion seek such further authentication and/or confirmation in relation to the instructions as we determine to be necessary in the circumstances which may include requiring the Accountholder(s) to furnish such instructions in writing.
- 7.5 We 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.
- 7.6 In consideration of us accepting instructions by way of electronic communication, you hereby undertake to indemnify us and keep us indemnified against all losses, claims, proceedings, actions, damages, costs, fees and expenses of whatever nature, howsoever incurred or sustained by us arising out of or in connection with such instructions so long as we have acted reasonably and in good faith.

8. OPERATING AN ACCOUNT GENERALLY

- 8.1 A certificate from KBCI in connection with the balance and/or transactions on the Account shall in the absence of manifest error and until the contrary is proved, be conclusive for the purposes of this agreement between us.
- 8.2 An Account may not be used for any illegal or improper purpose. We may at our sole discretion deem a purpose to be improper and may in those circumstances take such steps as we believe appropriate, including but not limited to refusing to accept a lodgement and/or, execute a transaction and/or closing of the Account. We shall not however be responsible for monitoring or ensuring the Account is not used for illegal or improper purposes.
- 8.3 We are required to carry out a variety of actions to manage and reduce the possibility of financial crime, this may lead to the delay, blocking, or refusing the making or clearing of any payment of the processing of a transaction using your Account. To the extent permissible by law neither KBC nor any member of the KBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, caused in whole or in part in connection with the undertaking of such activity.
- 8.4 If at anytime you suspect that your Account has been subject to any fraudulent, unauthorised or other improper use, you must notify us immediately. We may require you to provide us with details in writing.
- 8.5 If an erroneous or incorrect credit or debit is made to your Account we may, without notice to you, make any correcting entry to your Account, including but not limited to, reversing the credit or debit, if the item is so credited or debited in error or is not paid or is recalled by the paying bank (including when we are the paying bank) or if it is returned due to mistake, fraud or the operation of any applicable clearing rules.
- 8.6 Where there have been no client initiated transactions on your Account for a period of 15 years, we will notify you of same and if you fail to carry out a client initiated transaction in the further period specified in that notice we are required in accordance with our legal obligations to pay the funds held to the credit of the Account to the National Treasury Management Agency.
- 8.7 We may act on the instructions of any statutory, governmental or regulatory department or authority where we are required to do so by law or regulation. You acknowledge and agree that to the extent permissible by law, neither KBC nor any member of the KBC Group shall be liable to you or any third party in respect of any loss (howsoever it arose) that was suffered or incurred by you or a third party, which arises in connection with KBC complying with its obligations.
- 8.8 The Accountholder is opening the Account in the course of its trade, business or profession and is not acting as a Consumer and accordingly does not have the protections of the European Communities (Unfair Terms in Consumer Contracts) Regulations 1995 as amended.

9. CLOSURE OF AN ACCOUNT

- 9.1 The Account will continue to operate until the Account is closed by either the Account Holder or by us in accordance with these Terms and Conditions. Any liability incurred by us or you prior to the closure of the Account will continue and be unaffected by such closure.
- 9.2 An Account may be closed in accordance with existing signing instructions. In the absence of signing instructions the written instructions of all the Accountholders and/or authorised signatories will be required to close an Account. Before the Account can be closed the balance on the Account must be zero and any outstanding debit balances on the Account must be discharged in full.
- 9.3 We may immediately close the Account or block payments from it if:
- 9.3.1 you cease trading or carrying on business;
 - 9.3.2 In the case of a Credit Union, if it ceases to be registered as a Credit Union with the Registrar of Credit Unions.
 - 9.3.3 any representation, warranty or statement made by you to us is or becomes, in our opinion, untrue in any material respect or any documentation supplied to us by you is in our opinion false;
 - 9.3.4 you commit any serious or repeated breach of these Terms and Conditions;
 - 9.3.5 you are in breach of any other agreement with us;
 - 9.3.6 it becomes unlawful for you to continue to have the Account;
 - 9.3.7 we must do so to comply with any law, regulation or direction from a relevant competent authority or competent court;
 - 9.3.8 you enter into any arrangement with your creditors, are declared bankrupt or insolvent or have a judgment registered against you or are the subject of any analogous insolvency processes or proceedings in another jurisdiction;
 - 9.3.9 you use or we suspect that the Account, is being used for any unlawful, fraudulent or other inappropriate purpose;
 - 9.3.10 we reasonably decide at any time that all or part of the documentation you supplied did not comply with the requirements of the Criminal Justice (Money Laundering and Terrorist Financing) Act 2010
 - 9.3.11 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; or

- 9.3.12 for any reason this agreement or the Terms and Conditions becomes unenforceable or void; or
 - 9.3.13 if a receiver, examiner, administrator is appointed over you and/or any of your assets; or
 - 9.3.14 if a petition is presented or an order is made or a resolution is proposed or passed for your winding up; or
 - 9.3.15 if you are unable to pay your debts within the meaning of Section 570 of the Companies Act 2014 or any re-enactment or amendment thereof;
 - 9.3.16 You do not supply us with CRS and/or FATCA information.
- 9.4 We do not have to notify you prior to closing the Account or blocking a payment from the Account for the reasons set out above.
- 9.5 We will not be liable to you or any third party for any loss, damage or expense incurred in connection with the closure of the Account or blocking of payments from the Account for the reasons set out above.
- 9.6 In addition to the above we may close the Account for any reason at any time.
- 9.7 We reserve the right in our absolute discretion to close the Account at any time before you first start to operate the Account.

10. CHARGES AND FEES

- 10.1 We have the right to charge fees for services provided.
- 10.2 There may be break funding costs associated with fixed rate and notice accounts. The method of calculation is set out in Clause 34.4.
- 10.3 We may debit your Corporate Deposit Account with all charges for which you are liable in accordance with these Terms and Conditions.
- 10.4 We hereby notify you of the possibility that other taxes or costs may exist that are neither paid by the Bank nor imposed by the Bank.

11. TAXATION

- 11.1 In accordance with tax law, we are obliged to deduct Deposit Interest Retention Tax ("DIRT") from any interest paid on the Account (unless you are entitled to an exemption and fulfil the required conditions). DIRT will be deducted at the applicable rate when interest is paid. DIRT rates are set by the government and are subject to change.
- 11.2 Some Accountholders, such as companies subject to Irish corporation tax, may be entitled, in certain circumstances, to be paid interest without the deduction of DIRT. It is the responsibility of Accountholders to seek any tax relief that may apply. Exemptions from DIRT are determined by the government and are subject to change.
- 11.3 A certificate of interest in respect of the Account, detailing the gross interest, the DIRT deducted and the net interest on the Account will be issued to you on request.
- 11.4 Financial institutions in Ireland are required as a matter of law to collect information about a customer's tax arrangements. We will make all disclosures and provide all information required by the Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulations including without limitation FATCA, CRS and interest reporting.
- 11.5 You must provide us with a completed and up to date CRS/FATCA self-certification form where there has been a change in your circumstances that may change the CRS/FATCA self-certification that you have previously provided to us.
- 11.6 Please note that KBC are unable to offer taxation advice. For tax related queries please contact your professional tax advisor or the Revenue Commissioners. Further information on CRS and FATCA is available on the Revenue website <https://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>
- 11.7 We reserve the right to deduct monies from your Account in accordance with our legal obligations on the instructions of the Revenue Commissioners including without limitation on receipt of a Notice of Attachment issued pursuant to Section 1001 and/or 1002 of the Taxes Consolidation Act 1997.
- 11.8 We will provide all customer and account information as is required of us on receipt of a Notice from the Revenue Commissioners under Section 906A Taxes Consolidation Act.

Customer Information Notice: Under Irish Tax Legislation (Section 891E, Section 891F and Section 891G of the Taxes Consolidation Act 1997 refers), financial institutions including KBC are obliged to collect information on customer's tax arrangements. If you/the Account Holder and in certain circumstances the Controlling Persons has a tax residency outside of the Republic of Ireland or are a U.S. person, we are required to report (where relevant) the following details in respect of all accounts that you hold with us, and where relevant your Controlling Persons, to the Irish Revenue: name, address, date of birth, place of birth, account number, U.S. citizenship and/or jurisdiction(s) of tax residence, Tax Identification Number (TIN), account balance or value at year end, and payments made with respect to the account during the calendar year. Irish Revenue will report this data to the tax authorities of each participating country where the Account Holder and/or Controlling Person is tax resident, or to the IRS in the case of U.S. tax residents and certain U.S. persons. If due to a change in circumstances, the CRS and FATCA self-certification that was provided to us becomes inaccurate, please advise us promptly. You can find more information on <http://www.revenue.ie/en/companies-and-charities/international-tax/aeoi/what-is-aeoi.aspx>

12. NON RESIDENT ACCOUNTS

- 12.1 If you are not resident in the Republic of Ireland for tax purposes you may be exempt from DIRT on the Account. It is your responsibility to seek any applicable exemption. The Bank will deduct DIRT from the Account of non-residents unless a fully completed non-resident declaration form and other verification documentation required has been received by us.
- 12.2 We will make all disclosures and provide all information required by the Revenue Commissioners and any other relevant authorities in accordance with applicable laws and regulations.

13. SET-OFF

- 13.1 We may at any time and from time to time, as a continuous right, without notice or demand:
 - 13.1.1 apply in or towards satisfaction of any of your obligations to us (whether present or future, whether actual or contingent, whether incurred by you alone or with others or as principal or surety and whether or not then due) any monies (whether or not then due and irrespective of the currency of same) which we hold on your behalf; and
 - 13.1.2 combine or consolidate all or any of your accounts including the Account (whether or not then due and irrespective of the respective currencies thereof or the location of our offices) where they are maintained and whether maintained in your name or our name).
- 13.2 Where such application or combination requires the conversion of one currency into another, such conversion shall be calculated at a market rate of exchange customarily utilised by us in the usual course of our business (as conclusively determined by us).
- 13.3 Our rights under this Clause 13 are without prejudice to, and in addition to, any right of set-off, combination, consolidation or other similar right to which we may at any time be otherwise entitled (whether by operation of law, contract or otherwise) in any jurisdiction.
- 13.4 Nothing in this Clause 13 shall entitle the Bank to set-off monies held in a Client Account in or towards satisfaction of any of your obligations to us.

14. AMENDMENTS AND VARIATIONS

- 14.1 We reserve the right to amend these Terms and Conditions from time to time for such reasons as we deem reasonable and necessary. In particular we may amend these Terms and Conditions due to changes in legislation or regulation applicable to us or the operation of the Account and/or there is a change in technology and/or banking practice generally or as otherwise considered by us as reasonably necessary.
- 14.2 We will give you at least two months' notice of such amendments or variations unless otherwise permitted by law. Unless we are required by law to use a particular medium, notice will usually be provided via our website or we may place an advertisement in at least 2 daily national newspapers outlining the changes. Changes which will not adversely affect you may be implemented immediately.
- 14.3 If you do not accept the amendment or variation, you will have the option to close the Account. If you do not close the Account prior to the date on which the changes come into effect you will be deemed to have accepted the amendments to the Terms and Conditions. In respect of Fixed Term Accounts, if you opt to close the account any broken funding charge to which you agreed when you opened your Account will apply. Alternatively you may request to continue with the Fixed Term Account until maturity on the basis of the previous terms and conditions however you will not be permitted to reinvest the funds on maturity on the basis of the previous terms and conditions.

15. NOTICES

- 15.1 Letters to KBCI can be posted to or delivered by hand and should be addressed to KBCI Treasury, KBC Bank Ireland plc, Sandwith Street, Dublin 2.
- 15.2 Any notices, requests, demands or statements sent to you shall be deemed given to you;
 - 15.2.1 if sent by prepaid ordinary post 48 hours after it was sent to your last known address;
 - 15.2.2 if given by hand, when delivered;
 - 15.2.3 if by telex, telefax or facsimile, when the transmission is completed and your answerback signal/facsimile confirmation is received; or,
 - 15.2.4 if sent by email once it has been issued to the email address provided by you, provided that we do not receive a bounce back from this email address
- 15.3 Any notice required to be served by you in connection with the Account can be served by sending such notice by prepaid ordinary post to KBC Bank Ireland plc, Sandwith Street, Dublin 2, addressed to the Head of Corporate & Institutional Deposits and shall be deemed given by you to us 48 hours after posting.

16. FORCE MAJEURE

We will not be in breach of our obligations under these Terms and Conditions nor liable to you if we are prevented from or

there is a delay in providing any service to you or performing any of our obligations hereunder where such failure or delay arises because of any act of God, fire, act of government or state, war, terrorism, civil commotion, insurrection, embargo, failure of computer or communication system, prevention from or hindrance in obtaining energy or other supplies, labour disputes of whatever nature, late or mistaken payment by an agent or any acts or omissions of our agents or third parties or any other reason beyond our control.

17. ASSIGNMENT

- 17.1 You may not assign or otherwise transfer any of your rights, benefit or obligations under this agreement (including without limitation, the Application Form and Terms and Conditions) without our prior written consent. We may (without the need for any further consent from or notice to you) assign, transfer, mortgage, novate, charge or otherwise grant interests in or dispose of the whole or any part of our rights, benefit and obligations in connection with this agreement and the Account and any reference to us in this agreement shall be deemed to include any assignee, transferee, novatee, mortgagee, chargee, grantee or other disposee and our successors who shall be entitled to enforce and proceed upon and exercise all rights, powers and discretions under this agreement in the same manner as if named herein.
- 17.2 The Corporate Customer irrevocably agrees that the Bank may (without the need for any further consent from, or notice to, the Business Customer), assign, transfer, or otherwise grant interest in, or dispose of, or otherwise vest in any person the whole or any part of the debt or loan on the Account and/or any security held in respect thereof as part of a securitisation scheme, loan transfer, assignment or otherwise. The Business Customer further agrees to the disclosure of any information relating to the Account for the purposes of such securitisation scheme, transfer, assignment or otherwise.

18. WAIVER

No time or indulgence which we may extend to you nor any waiver by us of any condition of the Terms and Conditions shall affect our rights and powers thereunder or affect our ability to enforce that term or condition at any time in the future.

19. LIABILITY AND INDEMNITY

- 19.1 Subject to Clause 20 but to the fullest extent permissible by law we will not be liable for any direct, indirect or consequential loss or damage suffered by you resulting from or in connection with the performance by us of our obligations under these Terms and Conditions, the operation and management of the Account or the carrying out of transactions or instructions received in respect of the Account unless such loss, damage or liability is caused by our fraud, wilful default or gross negligence.
- 19.2 To the fullest extent permissible by law you hereby agree to indemnify us in full against any loss, damage or expense, including costs on a full indemnity basis, which we may incur as a result of any breach by you of these Terms and Conditions.

20. STATUTORY RIGHTS

- 20.1 If there is any conflict between these Terms and Conditions and your statutory rights, your statutory rights will prevail.
- 20.2 These 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 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 reasonably be expected of us in the provision of this financial service.
- 20.3 In addition to the periodic statements you receive in respect of your Account under the PSD where applicable you are entitled to request any payment information in relation to your account at any time by contacting us. We will provide this to you in paper or another Durable Medium.

21. SEVERABILITY

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

22. LANGUAGE

These Terms and Conditions and all information which we supply to you and all other communications with you (either pre or post formation of an agreement with you) will be in English.

23. CURRENCY

The currency of the Account shall be stated in the Confirmation and if not so stated shall be deemed to be Euro or such other currency as may from time to time be the lawful currency of the Republic of Ireland.

24. CONFIDENTIALITY

- 24.1 We observe a duty of confidentiality about your financial affairs. We shall be entitled and you hereby authorise us (without the need for any further consent from or notice to you) to provide any information concerning you to:
- 24.1.1 any (or to any proposed) assignee, transferee, mortgagee, chargee, novatee, grantee, other dispossesee or successor of KBCI and their respective officers employees, agents and advisers;
 - 24.1.2 any credit reference agency;
 - 24.1.3 any other member of the KBC Bank Group and their respective officer employees, agents and advisers;
 - 24.1.4 any person with whom we have entered or propose to enter into contractual relations or who provides or proposes to provide services to us in connection with the Account and their respective officers employees, agents and advisers;
 - 24.1.5 (if there is more than one of you) the other(s) of you and their respective advisers, and
 - 24.1.6 to third parties (including without limitation law enforcement authorities) where KBCI is permitted, required or compelled to do so but only to the extent required by law or by the rules of any regulatory authority to which KBCI is subject to
- 24.2 We may (without the need for any further consent from or notice to you) make such enquires about you as we from time to time consider appropriate.
- 24.3 Insofar as the information mentioned in this Clause 24 consists of personal data within the meaning of the DPA the authority contained in this clause shall be a consent for the purposes of that Act.

25. DATA PROTECTION

- 25.1 The Data Protection Documents set out in detail how we may use your personal information and our obligations under Data Protection Law. We keep the Data Protection Documents under regular review and any amendments and/ or updates we make will be reflected in the relevant Data Protection Document accessible online at www.KBC.ie. Hard copies of the Data Protection Notice can also be obtained from any of our Hubs or on request from KBC Customer Service Representatives by phone or by email.
- 25.2 The signatories on the Corporate Deposit Application Form confirm that they have provided each of the directors, officers and employees of the Corporate Customer with a copy of the Data Protection Notice which explains their rights as a data subject under Data Protection Law

26. ENTIRE AGREEMENT

You acknowledge that the application is made on the basis of these Terms and Conditions and is subject to these Terms and Conditions together with the authorisations, acknowledgements, instructions, mandates and consents contained in your Corporate Deposit Application Form, and that you have not relied on any representations or other information (whether oral or written) other than as set out herein to enter into this agreement.

27. COMPLAINTS

- 27.1 At KBC Bank Ireland we pride ourselves on our customer service and it is our policy to ensure that all of your concerns are dealt with fairly and promptly. We aim to provide a quality and professional service to our customers and we welcome your suggestions as to how we can improve.
- 27.2 If you have any complaint in relation to the business services provided by the Bank you should outline the nature of your complaint to us by telephone or in writing. The complaint will be fully investigated by us and a full response will be provided to you. While our investigation of any complaint is ongoing we will provide you with a regular written update.
- 27.3 In the event you are dissatisfied with the outcome of your complaint you may make a complaint to the Central Bank of Ireland.

28. GOVERNING LAW AND JURISDICTION

- 28.1 The laws of Ireland apply as the basis for establishing relations with you prior to entering into any agreement with you.
- 28.2 You agree that the Account and these Terms and Conditions (including any amendments made thereto) shall be governed by and construed in accordance with the laws of Ireland and that the courts of Ireland shall have exclusive jurisdiction to resolve any disputes arising out of or in connection therewith.

29. CONTACT US

You can contact us:

- (a) in person by calling into our Head Office at Sandwith Street, Dublin 2;
- (b) by telephone at +353 14321400;
- (c) by email at fundingteam@kbc.ie;
- (d) by writing to Treasury Department, KBC Bank Ireland Plc., Sandwith Street, Dublin 2.

PART C - TERMS AND CONDITIONS FOR CORPORATE DEPOSIT ACCOUNTS

30. AVAILABILITY OF CORPORATE DEPOSIT ACCOUNTS

- 30.1 We offer three different types of deposit accounts to Corporate Customers- Corporate Deposit Demand Accounts, Corporate Fixed Term Deposit Accounts and Corporate Notice Deposit Accounts. In relation to our Corporate Notice Deposit Accounts and Corporate Fixed Term Deposit Accounts, various terms are available, the details of which are available on request.
- 30.2 Unless otherwise stated in the Additional Terms and Conditions the Account is available to all Corporate Customers.
- 30.3 There may be maximum and minimum balances applicable to the Account.

31. ACCOUNT OPENING

- 31.1 To open a Corporate Deposit Account, you must complete a Corporate Deposit Application Form. You can submit your application by post, by email, or deliver it to our Head office. Non Residents accounts are only permitted in certain jurisdictions and based on certain criteria. Please contact us for further information in this regard if you are not resident in the Republic of Ireland.
- 31.2 The Corporate Deposit Account will be opened on receipt of a fully completed Corporate Deposit Application Form, FATCA and CRS Self Certification Form and all Anti-Money Laundering documentation in a form satisfactory to us. Interest will not accrue on any Lodgements to the Corporate Deposit Account until that time. As part of the Corporate Deposit Application Form you will be required to nominate the bank account into which all withdrawals are to be made. This bank account must be in the name of the Corporate Customer who is opening the Corporate Deposit Account.
- 31.3 We reserve the right to refuse to open a Corporate Deposit Account or to accept any Lodgement without providing a reason.
- 31.4 Standing orders and direct debits are not permitted from the Corporate Deposit Account unless otherwise stated.

32. LODGEMENTS

- 32.1 We will generally accept for lodgement to the credit of your Corporate Deposit Account cheques, bank drafts and electronic payments. We do not accept cash for lodgement to your Corporate Deposit Account. However, we reserve our right to refuse to accept a specific Lodgement to your Corporate 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 Corporate Deposit Account.
- 32.2 We can accept any cheque or bank draft made payable to the Corporate Customer or KBC Bank Ireland plc. Where a cheque is marked "Account Payee Only", we can only accept the cheque as a lodgement if the payee is either the Corporate Customer or KBCI.
- 32.3 We reserve the right to refuse cheques or other negotiable instruments which are drawn on accounts held outside the Republic of Ireland.
- 32.4 Without prejudice to the foregoing, Lodgements can be made to your Corporate Deposit Account on the following basis which depends on the type of Corporate Deposit Account you have opened.
 - 32.4.1 Corporate Deposit Demand Accounts
Unless otherwise provided for in Part D below, you must make an initial lodgement to your Corporate Demand Account by credit transfer or cheque on account opening and thereafter you can make additional lodgements to your Corporate Demand Account subject to any agreed minimum amount. Any Lodgements made by cheque may not be withdrawn (subject to any agreed limits on the amount of withdrawals) until the cheque has cleared.
 - 32.4.2 Corporate Fixed Term Accounts
Unless otherwise provided for in Part D below, you can only make one Lodgement to the Corporate Fixed Term Account on opening the Account.
 - 32.4.3 Corporate Notice Accounts
Unless otherwise provided for in Part D below, you must make an initial lodgement to your Account by credit transfer, cheque or bank draft on account opening and thereafter you can make additional lodgements to your Account subject to any agreed minimum amount. Any Lodgements made by cheque may not be withdrawn (subject to any agreed limits on the amount of withdrawals) until the cheque has cleared and the relevant period of notice for withdrawal has elapsed.
- 32.5 In respect of any electronic Lodgements into your Corporate Deposit Account, the Corporate Deposit Account will be 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 us, save where the date of receipt is not a Business Day in which circumstances your Deposit Account will be credited on the next Business day. Funds deposited by cheque will be given value on the date that the cheque clears.

- 32.6 We reserve the right to deduct transaction charges, where applicable, from any Lodgement prior to applying or crediting the Lodgement to the Corporate Deposit Account.
- 32.7 Any monetary limits on the amount of any lodgements will be determined by us at our sole discretion and may vary from time to time without prior notice from us.

33. INTEREST

- 33.1 Interest is only paid on Cleared Funds in respect of any Lodgements into your Corporate Deposit Account. If a Lodgement is made before the applicable Cut Off times then it will be credited with the amount from that day. If a Lodgement is made after the applicable Cut Off times then it will be credited with the amount from the next business day.
- 33.2 Interest on Cleared Funds will be calculated on the daily balance outstanding on the Corporate 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/US Dollar is 365 days based on a 360 day year and in the case of deposits in Sterling is 365 days based on a 365 day year. Any reference to 'per annum' or payments of an annual nature shall be construed accordingly.
- 33.3 We reserve the right, at all times to vary any and all applicable variable interest rates without notice to you.
- 33.4 Unless otherwise provided for in Part D below, Interest is payable on the Corporate Deposit Account as follows:-
- 33.4.1 Corporate Deposit Demand Accounts
- 33.4.1.1 Interest on a Corporate Deposit Demand Account is at a variable rate. We reserve the right, at all times, to vary any and all applicable variable interest rates without notice to you. We may implement such variations with immediate effect. Interest is calculated on a daily basis on Cleared Funds and is either credited to the Account or repaid to your designated account on a monthly basis.
- 33.4.2 Corporate Deposit Fixed Term Accounts
- 33.4.2.1 The rate of interest and the term of a Corporate Deposit Fixed Term Account is agreed between the parties on account opening and is confirmed in a Confirmation from us on the day that the Account is opened. The rate of interest on a Fixed Term Account is set for the entire term of the fixed deposit and will commence on the date upon which the first lodgement is made to the Account.
- 33.4.2.2 Interest will start accruing when the lodgement is made to the account by reference to the Confirmation. In the case of a cheque being lodged to the Account, interest will only begin to accrue on that amount when the cheque has cleared.
- 33.4.2.3 The gross rate of interest is fixed for the entire term of the deposit. Interest is calculated for the period of the deposit on the Cleared Funds and is credited to the Account on maturity unless otherwise agreed between the parties.
- 33.4.3 Corporate Deposit Notice Accounts
- Interest on a Corporate Deposit Notice Account is at a variable rate. We reserve the right, at all times, to vary any and all applicable variable interest rates. We may implement such variations with immediate effect. Interest is calculated on a daily basis on Cleared Funds and is credited to the Account or repaid to your designated account on a monthly basis.
- 33.5 Interest may be subject to Deposit Interest Retention Tax or "DIRT" where appropriate. Please refer to Clause 11 above.

34. WITHDRAWALS

- 34.1 You must ensure that Cleared Funds are maintained in your Corporate Deposit Account to meet any withdrawals. There is no overdraft facility on the Corporate Deposit Account.
- 34.2 In respect of withdrawals from the Corporate Deposit Account the date of receipt of the withdrawal instruction will be the Business Day on which your instruction is received by us. If we receive the withdrawal instruction after the Cut Off Time it will be deemed to have been received on the next Business Day. Provided we have your bank details on file and the funds are being returned to this nominated account, we can act on a withdrawal instruction by telephone, facsimile or email received from an authorised signatory. Where we do not have details of a designated account on filing, we will only accept a withdrawal request in writing signed by two authorised signatories.
- 34.3 Withdrawals can only be made by way of electronic fund transfer to the account nominated by you in the Corporate Deposit Application Form. The nominated account must be in the same name of the Account Holder. If you wish to change the nominated account, you should send us a written instruction signed by two authorised signatories confirming the new account details, however this new account must also be in the name of the Account Holder. Withdrawals may at our sole discretion also be made by way of cheque made payable to the Account Holder. Cheque withdrawals can take up to one Business Day to process on receipt of the signed withdrawal instruction. Cheques will only be issued to the address of the Account Holder. No cash withdrawals are permitted.
- 34.4 Without prejudice to the foregoing, withdrawals can be made from your Corporate Deposit Account on the following

basis which depends on the type of Corporate Deposit Account you hold:-

34.4.1 Corporate Deposit Demand Accounts

Subject to Part D below, you may withdraw funds from a demand account at any time.

34.4.2 Corporate Deposit Fixed Term Accounts

34.4.2.1 Unless otherwise provided for in Part D below no withdrawals or partial withdrawals may be made from a fixed term account during its term.

34.4.2.2 Unless otherwise provided for in the Additional Terms and Conditions applicable to the Account, fixed term accounts do not permit any access to the funds held in the Account prior to the Maturity Date of the Account. In exceptional circumstances, we may at our sole discretion and subject to reasonable conditions permit a withdrawal from an account before the Maturity Date.

34.4.2.3 Any cost (including without limitation the breakage charge) that is incurred for an exceptional withdrawal shall be borne by you and paid to us. Details of any costs will be notified to you where we agree to an exceptional withdrawal. Where a breakage charge is applied for an exceptional withdrawal and there is insufficient interest accrued in the Account to cover the cost of breaking the fixed term deposit, the balance of the breakage cost may be deducted from the initial amount lodged by you resulting in the closing balance of the Account being less than the amount initially lodged by you.

34.4.2.4 If a withdrawal is permitted by KBCI from a Corporate Deposit Fixed Term Account, a breakage charge shall equal to any funding loss incurred by us shall be applied and is calculated using the following standard formula

$A \times B \% \times C$ Where:

A – is the amount withdrawn;

B – is the difference between the funding rate of interest applicable to a Corporate Fixed Term Deposit Account as determined by the Bank in its absolute discretion for a term that coincides with or is the closest to the number of days remaining in the term, and the interest rate on the Account of the Corporate Customer. In the event that a funding loss is incurred at a time when insufficient interest has accrued to the Account of the Corporate Customer to cover the loss, the Bank reserves the right to deduct the outstanding amount of this funding loss from the balance in the Corporate Fixed Term Deposit Account of the Corporate Customer; and

C – is the number of days remaining in the term, then divided by 360 or 365 for EUR/USD and GBP respectively

34.4.3 Corporate Deposit Notice Accounts

34.4.3.1 Subject to Part D below, you may withdraw funds from a Corporate Deposit Notice Account on the expiry of the requisite notice period applicable to the Account as set out in the Confirmation. The period of notice shall commence on the date on which the notice is received by us.

34.4.3.2 Withdrawals are only paid by means of electronic funds transfer to the nominated account specified in the Corporate Deposit application form or alternatively a cheque. Changes to the nominated account must be confirmed in writing to KBC Bank Ireland.

34.4.3.3 Any monetary limits on the amount of any withdrawals will be determined by us at our sole discretion and may vary from time to time without prior notice from us.

34.4.3.4 If a withdrawal is permitted by KBCI from a Corporate Deposit Notice Account where the requisite notice period has not been provided, a breakage charge shall equal to any funding loss incurred by us shall be applied and is calculated using the following standard formula

$A \times B \% \times C$

Where:

A – is the amount withdrawn;

B – is the difference between the funding rate of interest applicable to a Corporate Notice Deposit Account as determined by the Bank in its absolute discretion for a term that coincides with or is the closest to the number of days remaining in the term, and the interest rate on the Account of the Corporate Customer. In the event that a funding loss is incurred at a time when insufficient interest has accrued to the Account of the Corporate Customer to cover the loss, the Bank reserves the right to deduct the outstanding amount of this funding loss from the balance in the a Standard Corporate Notice Deposit Account of the Corporate Customer;

And

C – is the number of days remaining in the notice period, then divided by 360 or 365 for EUR, USD and GBP respectively

34.5.3 Any monetary limits on the amount of any withdrawals will be determined by us at our sole discretion and may vary from time to time without prior notice from us.

35. MATURITY OF CORPORATE FIXED TERM ACCOUNTS

- 35.1 In respect of Corporate Fixed Term Accounts, unless we receive instructions from you on or before the Maturity Date, the full balance in the Corporate Fixed Term Account will be re-invested in our Corporate Demand Deposit Account at the then prevailing interest rate for our Corporate Demand Deposit Account. Please note that on maturity funds will not automatically be lodged to the account nominated in the Corporate Deposit Application Form unless we receive your instruction to do so.
- 35.2 If you re-invest your funds on maturity, the terms and conditions applicable to your Account shall be the Bank's then current Terms and Conditions for Corporate Deposit Accounts.

36. DEPOSIT GUARANTEE SCHEME

- 36.1 The European Communities (Deposit Guarantee Schemes) Regulations 2015 (the "Deposit Guarantee 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. KBC Bank Ireland plc is a member of that compensation scheme. This scheme is administered and run by the Central Bank of Ireland and is funded by the credit institutions covered by the scheme.
- 36.2 Compensation may be payable where deposits lodged with KBC Bank Ireland plc by clients and held by KBC Bank Ireland plc cannot be returned to those clients for the time being and there is no reasonable or foreseeable opportunity of KBC Bank Ireland plc being able to do so.
- 36.3 A right to compensation will only arise if the client holds an eligible deposit as defined under the Deposit Guarantee Regulations.
- 36.4 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.
- 36.5 You will be provided with a 'Depositor Information Sheet' when opening an Account and on an annual basis thereafter. You must acknowledge receipt of the Depositor Information Sheet on the Corporate Deposit Application Form before entering into a deposit contract.

37. DEPOSIT ACCOUNT STATEMENTS

- 37.1 A Confirmation will be issued to the Account holder by post/fax/SWIFT/MISYS on the opening of the Account and a statement in a durable medium will be issued to you at least annually thereafter. You may request a statement at any time.
- 37.2 On receipt of your Confirmation and statements 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 unauthorized or incorrectly executed transaction provided for in these Terms and Conditions.

38. REPRESENTATIONS AND WARRANTIES

- 38.1 You hereby warrant and represent to the Bank that:-
- 38.1.1 You are duly incorporated and validly existing under the law of your jurisdiction of incorporation;
 - 38.1.2 The Application Form has been duly and validly executed and does not contravene your constitutional documents and all consents necessary for the entering into and performance of any obligation in connection with opening and operation of an Account have been obtained, are in full force and effect and will remain in such force and effect at all times during the term of the Account.
 - 38.1.3 The opening of an Account and performance of this agreement is within the Corporate Customer's corporate powers and has been authorised by all necessary corporate actions, does not contravene any law or regulation, or contractual restrictions binding on you and constitute legal valid and binding obligations on you enforceable in accordance with their terms;
 - 38.1.4 Full disclosure has been made to KBCI of all facts in relation to the Accountholder which ought properly to be made known to a lender contemplating the provision of facilities to an Accountholder.
 - 38.1.5 there are no pending or to the best of your knowledge, information and belief threatened actions or legal proceedings before any court or tribunal against you nor are there any insolvency proceedings pending or threatened against you.
 - 38.1.6 The Account is being opened in the course of the trade, business or profession of the Corporate Customer and that it is not acting as a consumer within the meaning of relevant Consumer Credit legislation, the European Communities (Unfair Contract Terms in Consumer Contracts) Regulations, 1995 or the Distance Marketing Regulations (or other consumer protection legislation or regulations protecting individuals who are acting outside of their trade, business or profession) and that it is not entitled to the protection afforded to consumers by them.
- 38.2 These warranties are deemed to be given on making the Application, on the Start Date and the date upon which any interest is credited to the Account.

PART D - ADDITIONAL TERMS AND CONDITIONS FOR SPECIFIC CORPORATE DEPOSIT ACCOUNTS

39. ADDITIONAL TERMS AND CONDITIONS FOR CREDIT UNION CORPORATE DEPOSIT ACCOUNT

39.1 KBC Bank Ireland Credit Union Corporate Deposit 45 day Notice Account

39.2 This Account is only available to Credit Unions who are registered as credit unions with the Registrar of Credit Unions and is applicable to funds which have matured in KBC Bank NV (Dublin Branch) within the last 60 days 39.3 45 days' notice is required to make a withdrawal from this Account.

THE BANK OF YOU

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.

KBC/0478-3 (04/18)