COMMERCIAL BANKING



Bank of Scotland plc

General Terms of Business

These terms apply immediately to new clients and are effective from 30 September 2024 for existing clients.

BANK OF SCOTLAND
By the side of business

Navigating these terms

Part I — Important Information

Part I includes important information about us (Bank of Scotland plc), our interactions with you, these General Terms of Business and the Products and/or Services (as defined in the Glossary at Schedule 1) that we may provide you with, as well as important contact information.

Part II — General Terms and Conditions

Part II sets out the general terms and conditions that apply to the relationship between you and us when we provide our Products and/or Services to you under these General Terms of Business.

Part III — Financial Instrument Transactions

Part III deals with the terms and conditions that apply to our Financial Instruments and additional terms and condition that apply when you seek to enter into Financial Instrument Transactions (these terms are defined in the Glossary at Schedule I). Part III supplements and where necessary, overrides the general terms and conditions set out at Part II.

Schedule I — Glossary

A list of key terminology used in these General Terms of Business can be found at Schedule I.

Schedule II — Data Protection and Confidential Information

For information on how we comply with applicable data protection laws and regulations, as well as the terms governing the treatment of confidential information under these General Terms of Business, please see Schedule II.

Schedule III — Additional Information

In certain parts of these General Terms of Business we refer you to information available on our Website, where you can find further details. To help you navigate to the relevant information you may require, links to these additional materials are provided at Schedule III. Please ask your usual Bank of Scotland plc contact if you need support locating additional information.

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Part I — Important Information

A. About us

1. Introduction

These General Terms of Business (the "Terms") explain how your relationship with **Bank of Scotland Plc** ("Bank of Scotland") will work and set out the terms and conditions that apply when we provide you with our Products and/or Services. These Terms explain what you can expect from us and what we ask of you.

We have arranged these Terms in a way that our intention is to make it easier for you to find what is relevant to you. To help you locate the section you are looking for, these Terms contain:

- a table of contents to help you navigate to the relevant section when you need it;
- highlighted key information within these Terms; and
- summaries to help you quickly identify the information that you are looking for.

We hope these mechanisms will be helpful to you, however please note that there is no substitute for reading this document and any ancillary documentation provided to you in full. You must ensure that you have read and understand these Terms in their entirety before engaging in any of our Products or Services. If you have any questions or require further information from us, please ask your usual Bank of Scotland contact (your "Bank of Scotland representative").

2. Who are we?

Bank of Scotland plc is part of the Lloyds Banking Group, which comprises Lloyds Banking Group plc and its' subsidiaries, associates and affiliated companies ("LBG").

Our registered address is The Mound, Edinburgh EH1 1YZ and we are registered in England and Wales under no. SC327000.

LBG has been required by legislation to conduct banking activities through separate banks – a "Ring-fenced Bank" and a "Non-ring-fenced Bank". The aim of Ringfencing is to protect the core retail banking services that customers rely on from risks associated with activities outside the Ring fenced Bank. Core retail banking services are provided by a Ring-fenced Bank, whereas investment and international banking activities are carried out by the Non-ring-fenced Bank.

At LBG, our Ring-fenced and Non-ring-fenced Banks are all wholly owned subsidiaries of Lloyds Banking Group plc:

Lloyds Bank plc and Bank of Scotland plc are each Ring-fenced Banks; and

Lloyds Bank Corporate Markets plc ("LBCM") is the Non-ring-fenced Bank.

Your contractual counterparty will be Bank of Scotland.

Bank of Scotland has appointed Lloyds Bank plc and LBCM (the Non-ring-fenced Bank) to provide certain services that enable it to fulfil some of its' obligations to you under these Terms, subject always to Applicable Regulations. Even in these cases, your relationship is still with Bank of Scotland and subject to these Terms.

3. How are we regulated?

Bank of Scotland is authorised by the Prudential Regulation Authority ("PRA") and regulated by the Financial Conduct Authority ("FCA") and the PRA. The address of the FCA is 12 Endeavour Square, London, E20 1JN. The address of the PRA is 20 Moorgate, London EC2R 6DA. Our authorised firm reference number is 119278. To find out more about us, please see the Financial Services Register: **www.fca.org.uk** or call the FCA on **0800 111 6768**.

We are required to comply with applicable rules of the FCA, the PRA and other relevant regulators. This shall not give rise to any obligations or rights in contract between you and us except as provided for by Applicable Regulations.

4. What products and services do we offer under these Terms?

These Terms only apply to our:

Products: Financial Instruments, foreign exchange spot contracts, deposits and lending; and

Services: including for example, providing corporate finance advice, investment research, services relating to underwriting and placing or execution of client orders, in each case in relation to Financial Instruments, and any other services that we may provide from time to time.

Note: other products are available that are not covered by these Terms. Please contact your Bank of Scotland representative for more information on other products that we provide.

Further information on our Products and Services can be found within Part II (General Terms and Conditions) where you will find a list of our Products and Services at paragraph 2. Additional provisions that apply when you seek to enter into Financial Instruments and Financial instrument transactions with us are contained within Part III (Financial Instrument Transactions) of these Terms.

A copy of these Terms can be accessed on our website ("Website"): **business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations**

B. Understanding these Terms and our Products

1. Understanding our products and their appropriateness

It is important that you understand the nature of the risks involved with any of the Products and Services that you enter into with us. Before entering into any of our Products or Services you should also read our Risk Disclosure Statement, which is available via our Website: business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/target-market-risk-disclosure-statement.pdf

Not all of our Products or Services are available to or are appropriate for all clients. Please see information regarding how we will assess the appropriateness of our Products and Services at section C1 (Your Categorisation) of this Part I below. Your client classification helps us to determine your eligibility for our Products. Paragraph 4 (Your Status) of Part II of these Terms provides additional information about how we determine and communicate your client classification.

2. Definitions

Words that begin with a capital letter have a specific meaning that is explained in the Glossary or may be defined in the body of these Terms. Additionally,

- By 'we', 'us' or 'our', we mean Bank of Scotland plc.
- By 'you' or 'your', we mean you as a person (if you are a sole trader) or your business or legal entity (including companies and partnerships).

In these Terms:

- reference to any statute or statutory provision includes a reference to that statute or statutory provision as from time to time amended, extended, re-enacted or consolidated and also to all statutory instruments or orders made pursuant to it;
- references to a person or entity include a company, corporation, firm, unincorporated or incorporated association, or statutory authority;
- unless the context requires otherwise, references to any document include reference to such document as may be amended, supplemented, novated, substituted or replaced from time to time; and
- any phrase introduced by the words "including", "includes", "in particular", "for example" or "such as" or similar shall be construed as illustrative and shall not limit the generality of the related general words.

3. Understanding these Terms

These Terms form a binding contract between you and us, and are only provided to you at the start of our relationship, unless amended or varied as detailed in paragraph 5 of Part II (Changes to these Terms).

Where you wish to transact certain Products or Services, such as deposits or derivatives (see paragraph 1), you will also be required to enter into additional product or Service agreements and/or other documentation ("Product Agreements"). You will be informed when such Product Agreements are required. When such Product Agreements are required, and unless otherwise agreed you must execute these **before** any Products, Services, Transactions or orders can be completed and/or executed. If there is any conflict between these Terms or the Product Agreements, then the Product Agreements shall prevail over these Terms to the extent of such inconsistency.

If your relationship with us was initiated via one of LBG's online platforms, then further terms specific to that platform may also apply to our relationship with you. Any Platform Terms shall prevail over these Terms to the extent of such inconsistency.

These Terms, which may be amended from time to time, supersede any other general terms of business or terms and conditions for Financial Instruments that may have been previously sent to you by us. We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to our relationship.

If you have been categorised as a Retail Client, Professional Client, Eligible Counterparty or Institutional Client (see paragraph 4 (Your Status) of Part II of these Terms) **you will be taken to have accepted these Terms by entering into any Products with us or by receiving any Services from us**.

We will provide you with information via our Website or other electronic means in accordance with paragraph 8 (Communications) of Part II to these Terms. If you are a **Retail Client** and would prefer that we provide information to you on paper instead, you can request this free of charge.

If you are a **Retail Client** and intend to transact Financial Instruments then you will be required to expressly consent to: paragraph 9 (Execution Venue) of Part III of these Terms, by signing a separate letter. We may also ask you to expressly consent if you are a Professional Client.

Retail Clients who only intend to transact foreign exchange spot contracts with us will not be required to provide this separate consent letter. **Foreign exchange spot contracts** are **not** regulated by Applicable Regulations (for example, they are not covered by the rules on best execution). However, if you are a Retail Client and wish to transact Financial Instruments with us in the future, other than foreign exchange spot contracts, the express consents required must be provided before we will enter into any Financial Instrument Transactions with you.

C. Our interactions with you

1. Your categorisation

Before we provide you with our Products and Services, we perform an assessment of your expertise, experience and knowledge. This is necessary for us to confirm that we are satisfied you are **capable of making investment decisions** and **understanding the risks** involved of the Products and Services to determine the category of client that you fall into.

Your **client categorisation** determines the level of **protection** that we are required to provide you with under Applicable Regulations.

Please see paragraph 4 of Part II (Your status) for more information on how we determine and communicate client categorisations that help us determine your eligibility for our Products and Services. We will provide you with further details about the types of information that may be relevant to your categorisation and which you will need to provide to us.

Retail Clients are provided the highest degree of protection under Applicable Regulations and in line with their status, are not able to access all of our Products and Services.

If you are categorised as a **Retail Client** by us, you have the right to elect to be re-categorised as a **Professional Client** (known as an "Elective Professional" client and referred to as opting up). We can only opt you up if certain criteria are met and certain procedures followed. We will consider any requests received on a case-by-case basis against the criteria set out in Applicable Regulations. We will inform you of any limitations that such a re-categorisation will entail, together with the scope of that re-categorisation. If, following such a request, you are categorised as a Professional Client, you must keep us informed of any change in your financial circumstances that may affect your categorisation as a Professional Client.

If you are categorised as a Professional Client or an Eligible Counterparty, you may request re-categorisation as a client that benefits from a higher degree of protection. It is your responsibility to ask for a higher level of protection when you deem you are unable to properly assess or manage the risks involved in any Transaction.

If you are a **Retail Client**, we will provide you a pre-investment document containing key information about the Product that you wish to enter into (known as a "Key Information Document" or "KID") in good time before you enter into any Product (other than FX spot, deposits and lending). The KID will include information about costs and future performance scenarios (among other things) and will be made available to you on our Website or by paper.

2. No Investment Advice

We will not provide you with Investment Advice with respect to any Product, Service or Transactions.

We will enter into Transactions with you on a **non-advised** or **execution-only basis**. This means that we will either:

- provide you with information to make your decision on whether to enter into a Transaction, Product or Service, but we will not make any personal recommendations to you on the merits of doing so. This is what we mean by "non-advised"; or
- execute a transaction in accordance with your instruction. This is where we act on an "execution only" basis.

If you require Investment Advice, please seek your own independent financial adviser in respect of such matters.

3. Your expertise, experience and knowledge

Any Products or Services that you enter into with us will be on the basis that you are able to make **your own independent evaluation of the risks** involved in such Products or Services, based upon **your knowledge** and **experience**.

You agree to provide us with the information necessary to enable us to make an assessment of your knowledge and experience on an ongoing basis.

If you are a Professional Client, we may assume that you have the necessary experience and knowledge to understand the risks involved in relation to the particular Product or Service that you wish to enter into.

Neither we nor our Associates will provide you with tax, legal or regulatory advice with respect to any Product, Service or Transactions. **Please seek your own independent advice in relation to such matters.**

4. The language we will communicate in

These Terms are provided to you in English. All communications between you and us, all information and all documents shall be in English, unless required by Applicable Regulations. If you require any assistance with understanding these Terms please contact your Bank of Scotland representative as soon as possible.

D. Who to contact if...

1. You have questions

If you have any questions about these Terms or our Products and/or Services, need further information, or would like another copy of these Terms please contact your Bank of Scotland representatives.

2. You wish to understand what compensation arrangements may be available

The Financial Services Compensation Scheme ("FSCS") is the UK's statutory deposit insurance and investors' compensation scheme for customers of authorised financial services firms. This means that FSCS may pay compensation if a firm is unable, or likely to be unable, to pay claims against it.

The FSCS covers deposits and, where advice has been provided, certain eligible investments business. Bank of Scotland does not provide advice in respect of investment business but if you place a deposit with us then you may be protected by the FSCS.

Further information about the scheme (including the amounts covered for deposits and investments and eligibility to claim) can be obtained from our Website and from the FSCS via its' website **www.FSCS.org.uk** or by calling the FSCS on **020 7741 4100** or **0800 678 1100**.

3. You have a complaint

If you experience a problem or wish to complain in relation to any aspect of our relationship under these Terms, please bring this to the attention of your Bank of Scotland representative as soon as possible.

Once we receive your complaint, we will write to you to acknowledge your complaint and let you know when you can expect a full response or to tell you what we have done to resolve the problem. Our full complaints policy is available upon request from your Bank of Scotland representative.

Some customers will be "eligible complainants". This means that they may be able to refer their complaint to the Financial Ombudsman Service.

The Financial Ombudsman Service is a free and independent organisation that specialises in settling disputes between clients and financial firms. If you are eligible, this option is available as we provide services in the United Kingdom. If you are a natural person or a small business, you may be eligible to complain to the Financial Ombudsman Service.

A detailed description of the Financial Ombudsman Service (including information as to how to make a complaint, eligibility criteria and the procedures involved) is available from the Financial Ombudsman Service, who can be contacted at Exchange Tower, Harbour Exchange, London, E14 9SR or via their website at **www.financial-ombudsman.org.uk**

The Financial Ombudsman Service will only consider your complaint once you have first tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help.

4. You need extra help or you need this information in a different format

Please feel free to contact us if you would like this information in an alternative format such as braille, large print or audio.

If you have a hearing or speech impairment, you can use Text Relay (previously TypeTalk) 6458. Your call may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of Service.

If you require any further assistance in relation to your understanding of these Terms please contact your Bank of Scotland representative before engaging in any of our Products or Services.

Key Features

- We do not provide our Products or Services to Consumers or persons who are acting in a personal capacity.
- We shall be entitled to immediately terminate our relationship with you if you transact in the capacity of a Consumer.
- You must ensure you fully understand the risks associated with the Products and Services before transacting with us and be satisfied that you have an appropriate level of investment knowledge and expertise.
- You should read the Risk Disclosure Statement available on our website before engaging in any Products or Services.
- We may request certain information from you during our relationship and you must respond to information requests within the required timeframe.

Part II — General Terms and Conditions

1. Our relationship with you

Summary: To be eligible for our Products and Services you must not be a Consumer or act in a personal capacity (i.e., outside of your trade, business or profession).

1.1 We will only enter into a relationship with you and provide access to our Products and/or Services if and to the extent that you:

- use our relevant Products and/or Services **solely** for the purpose of your trade, business or profession; and
- satisfy our internal checks and due diligence.

1.2 From time-to-time we may require you to provide us with additional or up-to-date information to continue to access our Products and/or Services. If this information is not provided within the timeframes that we request, you will not be able to continue to access our Products and Services.

1.3 The Products and Services that we provide are **not available to Consumers**. We shall be entitled to **immediately terminate** our relationship if you act in the capacity of a Consumer under these Terms.

2. Our Products and Services

Summary: You must ensure that you fully understand the Products and/or Services that you wish to transact in, including the risks involved and that they are compatible with your risk appetite, knowledge, experience, financial standing and investment objectives. You should read the Risk Disclosure Statement on our Website before entering into any Products or Services.

We will enter into Transactions with you on a non-advised or execution-only basis. We will not make any personal recommendation to you and we will not owe a duty to you to advise on the merits or suitability, for you personally, of any of our Products or Services that we may provide to you.

You should seek your own independent advice in relation to any tax, legal, regulatory or investment matters.

2.1 You should only enter into Products and/or Services with us that you fully understand, including the risks associated with such Products or Services, and that are consistent with your financial standing, investment objectives and the level of risk that are you are willing to accept.

2.2 All clients should ensure that they have appropriate investment knowledge and experience of the Products and/or Services that they wish to transact. Before entering into any of our Products or Services you should read our Risk Disclosure Statement, which is available via our Website.

Key Features

- If you have any questions on these Terms, our Products or Services, please contact your usual Bank of Scotland representative.
- When we enter into Transactions with you, it will only ever be on a non-advised or execution only basis.
- We will not provide you with Investment Advice.
- If you require Investment Advice, you should seek independent advice.
- We are not obliged to ensure that a Transaction is suitable for you personally.
- Any Transactions entered into by you must be based upon your own judgment.

Our Products

2.3 Our Products include, but are not limited to:

- **Derivatives.** A derivative is a financial contract, whose characteristics and value depend on the characteristics and value of an underlying asset, such as currencies, interest rates, commodities or market indices.
- **FX Spot.** A foreign exchange spot transaction (also known as an FX Spot) is an agreement between two parties to buy one currency against selling another currency at an agreed price for settlement on the spot date which is typically two Working Days after the deal is agreed.
- **Deposits.** We offer a range of "Call" and "Notice" Deposit Accounts as well as "Term Deposits".
- **Lending products.** Available with either fixed or floating rates or a combination of fixed and floating rates.

Our Services

2.4 Bank of Scotland provides a number of Services to a variety of clients including:

- Arranging Transactions.
- The provision of research and market commentary.
- Investment recommendations (but **not** personal recommendations constituting Investment Advice).

2.5 Our Services may be provided as part of a Transaction in a Product or offered separately. We will disclose the basis upon which we will charge you for the provision of any Services, including any applicable fees/commissions.

Execution Only / Non-Advised Basis

2.6 We will enter into Transactions with you on a **non-advised** or **execution-only basis**. "Non-advised" means that we do not make any personal recommendation to you, but may provide you with generic information; including non-personal recommendations. "Execution-only" is where we execute a transaction on your instructions. We will **not** owe a duty to you to advise on the merits or suitability, for you personally, of any of our Products or Services that we may provide to you.

2.7 Bank of Scotland does **not** provide investment advisory services. As a result, and notwithstanding our assessment of your expertise, experience and knowledge explained at Section C (Our Interactions with You) of Part I to these Terms:

- we are **not** obliged to ensure that the Product, Service or Transaction is suitable for you personally;
- you will **not** benefit from any protection under Applicable Regulations relating to the suitability of a Product, Service or Transaction for you personally;
- you **must** ensure that you have obtained appropriate information to enable you to make an independent assessment of each and every Product, Service or Transaction; and
- any such Transactions entered into by you are based on **your own judgement** and not on any representations, trading suggestions, recommendations, research tools or information that you may have received from us.

Key Features

- If we send you investment research, you may pay a charge for this. Charges for research will be disclosed separately in a research agreement.
- We will not provide you with any tax, legal or regulatory advice. You should seek your own independent counsel on such matters.
- We will provide you with information on our Products and Services, including guidance on, and warnings of, the risks separately to these Terms.

Investment Research

2.8 We may receive research from third parties in connection with the provision of Products and Services and we may pay for this research from our own resources. Where we do this, we will not pass these costs onto you.

2.9 Where we send you research, we may apply a charge for this if (i) you ask to be charged for such research, or (ii) we do not consider that the research would constitute an "acceptable minor non-monetary benefit" under Applicable Regulations (and so must be disclosed and priced separately under the rules governing research and inducements). Examples of minor non-monetary benefits include, but are not limited to, information that is made publicly available, is non-substantive market commentary or a re-statement of publicly available information.

2.10 Where we apply charges for research to be sent to you, these will be set out separately in a research agreement between us.

Tax, Legal, Regulatory and Investment Advice

2.11 Neither us, nor our Associates, will provide you with any tax, legal, regulatory or Investment Advice with respect to any Product or Service. **Please seek your own independent advice in relation to any such matters.**

The Risks of the Products and Services

2.12 Before providing any of our Products or Services to you, we will provide you with appropriate information about our Products and Services, including **guidance on and warnings of the risks** associated with our Products and Services so that you are reasonably able to understand the nature and risks of the specific type of Product and/or Service we may provide you with and, consequently, are able to take any decisions on an informed basis.

3. Our Agreement with You

Summary: These Terms reflect our agreement with you and may only be terminated in line with the provisions specified at paragraph 19 of this Part II (Termination).

In certain circumstances explained below, we may be prevented from sharing certain information with you or taking any such protected information into account when providing you with the Products or Services.

3.1 These Terms form the basis of our relationship and continue in full force and effect unless terminated in accordance with paragraph 19 of this Part II (Termination). We will not accept any variation or amendments to these Terms other than as a result of any Product Agreement or any applicable further terms agreed with you in writing, subject to paragraph 5 of this Part II (Changes to these Terms) below.

Key Features

- We are required to categorise you under Applicable Regulations based on your investment experience, knowledge and expertise.
- Your client classification determines the protections that we are required to apply in our dealings with you under Applicable Regulations.
- Retail Clients are afforded the highest level of protection and not all of our Products and Services are available to Retail Clients.
- Additional information will be provided to you explaining the client classification rules in further detail.
- If you are a Relevant Financial Institution, we may not be able to provide Products or Services to you unless they relate to deposits or an exception applies.

3.2 We shall **not** be required to disclose to you or to take into consideration, any information, fact, matter (together, "Information") where:

- such Information is protected by information barriers requiring information held within one part of Bank of Scotland or any of our Associates to be withheld from, or not used by, another part of Bank of Scotland or any of our Associates;
- the disclosure or use of the Information would breach a duty of confidentiality owed to any other person or may result in a breach of law or regulation; or
- the Information is not known to the individual making the decision or taking the step in question (whether or not it has come to the notice of any officer, director, employee or agent of Bank of Scotland or any of our Associates).

4. Your Status

Summary: We are required to categorise you under Applicable Regulations in line with factors such as your regulatory or financial status, your investment experience, knowledge and expertise. The protections afforded to you under Applicable Regulations in your dealings with us depend on your client classification status. You will need to provide us with information in order for us to determine your status. We will not be able to provide all of our Products and Services to you if you are classified as either a Retail Client or a Relevant Financial Institution.

Client Categorisation

4.1 Bank of Scotland is subject to various regulatory regimes that require us to consider, in different ways, which products and services are appropriate to each category of client. Our determination of your status under each of these regimes will be communicated to you by letter or electronic means either shortly after or at the same time as you receive these Terms. That communication will explain the different regimes that apply, how you will be treated in accordance with them, and a description of how you may request to be treated differently.

4.2 You will be classified as one of the following:

- a Retail Client;
- a Professional Client;
- an Eligible Counterparty; or
- an Institutional Client (under FinSA).

4.3 Some Products and Services that we offer are **not** appropriate for clients categorised as **Retail Clients** and so will not be available to you if you are deemed to be a Retail Client (as described elsewhere in these Terms). Further explanation of this will be provided to you by your Bank of Scotland representative when discussing specific Products or Services with you.

Key Features

- You will need to provide us with information for us to confirm your client classification status and assess you on an ongoing basis.
- Failure to provide us with the requested information within the timeframe given may result in the termination of these Terms.
- We are able to amend or vary these changes by giving you notice in writing.
- In the event of material changes we will give you at least 30 days' prior notice.
- If you wish to assign or charge your rights under these Terms you must first obtain our consent.

4.4 As a result of the Ring-fencing Legislation (see section A.2 of Part I), we are required to consider if you might qualify as a **Relevant Financial Institution** ("RFI"). We will **not** generally provide Products or Services to RFIs unless it relates to a deposit or an exception applies. We will notify you, if you or any legal entities within your corporate structure have been classified by us as an RFI. We will also provide you with details of the process for objecting to that classification.

4.5 You agree to provide us with the information that we reasonably request to enable us to categorise you or to perform our internal checks or due diligence. We may, from time-to-time, require you to provide us with up-to-date, additional or further information. You agree to respond to any requests for such further or additional information promptly and accept that if you **fail to respond** within any timeframe specified then these Terms may terminate in accordance with the provisions of paragraph 19 (Termination) of this Part II.

5. Changes to these Terms

Summary: You agree that we can amend or vary these Terms. If there will be changes then we will tell you first and give you at least 30 days' prior notice (unless a different notice period applies under any Product Agreement). We are also entitled to assign our rights to another entity within LBG. You must obtain our prior consent if you wish to assign or charge any of your rights under these Terms.

Amendments and Variations

5.1 Subject to any rules of our regulators, we can amend or vary these Terms by providing you with prior notice in writing. Any such amended or varied Terms will also be available on our Website.

5.2 We will give you at least 30 days' prior notice of any changes to these Terms before such changes take effect. Different notice periods may apply where a Product Agreement is applicable to any Products and/or Services.

Assignments

5.3 You may not assign or charge any or all of your rights under these Terms or any Product Agreement (unless the Product Agreement allows this), without our prior written consent. We may assign our rights under these terms to any other entity within our group. If you wish to assign or charge your rights under these terms you must first obtain our consent. If you are a partnership these Terms shall survive changes to the partnership and shall continue to bind each of the partners regardless.

5.4 You agree that we shall be permitted to assign or any or all of our rights under these Terms or any Product Agreement to any entity or entities within the Lloyds Banking Group without your prior consent, unless we have separately agreed otherwise in writing.

Key Features

- If you are a partnership, these Terms shall survive changes to the partnership and shall continue to bind each of the partners regardless.
- If you are two or more persons, or a partnership, you will be liable under these Terms on a joint and several basis.
- We will communicate with you by email or other electronic means.
- In order to, receive communications from us, you confirm that you have regular access to the internet.
- Please tell us if your email address changes.
- We may provide you with information via our Website.
- We will not be liable to you for accepting, relying on or acting on any communications and will not be required to verify their authority or identity.

6. Partnerships

Summary: If you are a partnership, these Terms shall survive changes to the partnership and continue to bind each partner regardless of such changes.

6.1 If you are a partnership, then these Terms and any Product Agreement will continue in full force and effect, and shall continue to bind each of the partners regardless of whether you (the partnership) change your name, style or constitution, including on the death or retirement of a partner or partners, the introduction of a new partner or otherwise.

7. Joint and several liability

Summary: Joint and several liability applies to persons who jointly contract under these Terms.

7.1 If you are two or more persons or you are a partnership, then your liabilities under these Terms and any Product Agreement shall be joint and several (this means that you are all jointly liable, but we can also enforce any liability against any one of you in full).

8. Communications

Summary: This paragraph explains how we will communicate with you and how you can contact us, as well as the means by which you can instruct settlement and payment.

How we will communicate with you

8.1 We will communicate with you and provide notices, product statements, Confirmations and information to you via e-mail or other **electronic means** unless you ask us to communicate with you in writing by post or by fax and provide us with the address or fax number.

8.2 To enable the transmission of information by electronic means, you will be asked to provide us with your current email address and any other information. You must **promptly** update us if you change your email address. By entering into these Terms you confirm that you have **regular access to the internet**.

8.3 Unless you have opted out of receiving marketing material from us, you confirm that we may contact you from time-to-time by electronic means (e-mail) to provide you with information about our Products and Services. Any communications by us to you may be directed to whomever we consider appropriate in your organisation in the circumstances for the purposes of the communication.

8.4 Unless otherwise agreed, you consent to our providing you with information via our Website. We will notify you in writing in accordance with paragraph 5 of this Part II (Changes to these Terms) of changes.

8.5 You and we respectively agree that you and we will **not** be responsible for ensuring that any computers and/or networks of the other are protected from being affected by any malevolent electronic presence (e.g., viruses).

Key Features

- You can contact us in writing at our address listed here or by e-mail.
- Settlement and payments will be effected directly through SSIs.
- We will not accept any instructions to pay third parties.
- Generally, we will enter into Transactions with you as principal and not as agent.

8.6 You agree that we may accept, rely and act upon electronic communications that appear to us to come from you **without** further enquiry as to the authority or identity of the person sending these communications

8.7 You agree that we have **no** liability for accepting, relying or acting on any communications that appear to us to come from you. You also agree that we are not liable in the event that any email communications are not received, are mutilated, corrupted, illegible, interrupted, duplicated, incomplete, unauthorised or delayed for any reason, unless such liability arises by reason of gross negligence or fraud or willful default on our part.

General Communications

8.8 Where appropriate, we use non-encrypted email for communicating with you, unless you tell us not to do so. You should be aware that email and other modes of electronic transmission of information are **not** and cannot be guaranteed to be secure, error- free or virus-free. Information sent this way can be intercepted, corrupted, lost, destroyed, arrive late, be interfered with or be incomplete; its' content can otherwise be disclosed; or such information can be otherwise adversely affected or unsafe to use. You and we accept this risk and will **not** be liable to each other for any damage or loss caused as a result, or as a result of any resulting breach of confidentiality except in the case of fraud. If you have any doubts about the authenticity of an email or any other electronic communication supposedly sent by us, you should **contact us immediately**.

8.9 You are responsible for ensuring that any persons authorised to act on your behalf comply with any agreed procedures. Where passwords, personal identification numbers ("PINs") or other login details are required and used, you must comply with the steps necessary to keep these details confidential. If you think a password, PIN or other login details may be known to someone else, you must inform us immediately.

How you can communicate with us

8.10 Unless we agree otherwise, all communications by you to us will be in **writing** or via agreed **electronic means** and sent to our address set out below or such electronic mail address as we may notify you in writing. Our address for the purposes of this paragraph is:

Commercial Banking
PO Box 1000
BX1 BLT

Website: **business.bankofscotland.co.uk/25m-plus-turnover/contact-us**

No payments to third parties

8.11 Unless otherwise agreed, settlement or payments will only be effected directly through standard settlement instructions ("SSIs") and we will not accept any instructions to pay third parties.

Key Features

9. Our capacity

Summary: Unless we agree otherwise, we will provide our Products and Services in the capacity of principal and not as agent. We may delegate our obligations under these Terms to other persons as we consider suitable in the circumstances.

9.1 We will only enter into these Terms and provide our Products and/or Services as principal (Which means that we act on our own behalf as your counterparty rather than on behalf of you or someone else). In some cases we may, with prior agreement, act in a different capacity including as agent where we act on your behalf (for example, when we may provide you with certain administrative services).

9.2 We may delegate any of our obligations under these Terms to an Associate or other person or persons as we think fit but shall remain responsible for the acts and omissions of any such delegate as if they were our own.

Key Features

- We will not be liable to you or any anyone else, for any Loss you may suffer in connection with these Terms, Product Agreement or Transaction, unless that Loss is a direct result of our gross negligence, willful default or fraud.
- Unless you tell us otherwise, we will provide our Products and Services to you on the basis that you are acting for yourself as principal.
- If you are acting as agent for someone else, you must tell us this. We will require you to disclose the identity of your principal.
- If you are acting as agent, you agree to accept these Terms for yourself and your principal.
- We do not owe you any fiduciary or equitable duties.

10. Agency

Summary: Unless you tell us otherwise, our understanding is that you are acting as principal and not as agent for someone else. You can contact us in writing at our address listed here or by email. Settlement and payments will be effected directly through SSIs. We will not accept any instructions to pay third parties

10.1 Your relationship with Bank of Scotland is based upon you acting as **principal** (for and on behalf of yourself) in respect of the Products and/or Services that we transact with you. Where you act as **agent** on behalf of someone else you agree to disclose this to us and the identity of the person you are acting for before entering into these Terms. Where this disclosure is not made we will continue to treat you, and not any underlying principal (i.e., the person you act for), as our client.

10.2 If you act as **agent** on behalf of one or more principals, whose identity you shall disclose:

- you accept these Terms for yourself and each principal;
- you confirm that you have been authorised to disclose the identity of each principal and to accept these Terms on their behalf; and
- you accept that you alone are our client and not the underlying principal.

10.3 Where you act as agent, references to "you" in these Terms means you as agent, and not your principal(s), except in paragraph 11 (Fiduciary duties), paragraph 12 (Representations, warranties and undertakings), paragraph 13 (Limitation of liability) and paragraph 14 (Indemnity) of this Part II and Schedule II (Data protection and Confidential Information) of these Terms where references to "you" means **both** you as the agent and/or your principal(s).

11. Fiduciary duties

Summary: We do not owe any fiduciary or equitable duties to you when providing you with our Products and Services.

11.1 The provision of the Products and Services under these Terms or any Product Agreement will not give rise to any fiduciary or equitable duties (for example, any duty to act in a way that will benefit you financially) on our part or that of our Associates. You agree that nothing contained in these Terms shall create any fiduciary, trustee, agency, joint venture or partnership relationship between us or any Associate of ours, on the one hand, and you or any Associate of yours on the other.

Key Features

- From the date you enter into these Terms with us, you provide us with a number of representations, warranties and undertakings, which you continue to make until these Terms terminate.

12. Representations, warranties and undertakings

Summary: This explains the representations and warranties that you confirm to be true for the lifetime of our relationship under these Terms, by transacting in our Products and/or Services. You may also be required to provide other representations, warranties and undertakings as part of any Transaction.

12.1 You **represent**, **warrant** and **undertake** now and on a continuing basis, on your own behalf and, where applicable, on behalf of any principal, as follows:

- (if you are trading as a company or other undertaking) you are duly organised and validly existing under the laws of your jurisdiction of incorporation or establishment and have the power and authority to execute and perform your obligations under these Terms, any Product Agreement and any Transaction;
- (if you are not trading as a company or other undertaking, for example as a sole trader) you have full capacity and authority to enter into these Terms, any Product Agreement and any Transactions;
- your obligations under these Terms, any Product Agreement and any Transaction are legal, valid and binding obligations that are enforceable against you, subject only to applicable bankruptcy, insolvency or other similar laws affecting creditors' rights generally;
- any Products that you instruct us to sell are or will be beneficially owned by you on the day the Transaction is entered into or, where you are acting as agent, by your principal or principals and free from any liens, charges and encumbrances except for any that are granted or may arise in our favour;
- you have obtained or made all governmental, regulatory and other consents, licences, authorisations or filings that are required for you to enter into and to perform your obligations in respect of these Terms, any Product Agreement and any Transactions and they are in full force and effect and you have complied with all conditions applicable to any of them;
- the execution, delivery and performance of these Terms and any Product Agreement in respect of each Product or Service and the purchase or sale by you of Products or Services in connection with a Transaction, does not violate or conflict with any Applicable Regulations that apply to you;

- where you are acting as a trustee under a deed of trust, you: (i) have all necessary powers, authority and capacity under that deed of trust to enter into and perform your obligations under these Terms or any Product Agreement in respect of any Transactions; and (ii) have the right (subject only to principles of equity) to be indemnified out of the assets of the trust in respect of all obligations incurred by you in connection with these Terms or any Product Agreement in respect of any Transaction;
- where you are acting as agent on behalf of a principal or series of principals:
  - you have been duly appointed and have the capacity to act, as agent on behalf of each principal and are fully authorised to enter into these Terms and any Product Agreement and to enter into and confirm each Transaction on behalf of each principal and to procure the performance of its' obligations under these Terms, any Product Agreement and any Transaction on behalf of each principal;
  - to the best of your knowledge and belief, each principal has full legal capacity and power to enter into and perform its' obligations under the Terms, any Product Agreement and any Transaction constitute legal, valid, binding and (subject to applicable bankruptcy, reorganisation, insolvency or similar laws) enforceable obligations of each principal.
  - you will promptly inform us if there is any material change in any information you have provided to us and will provide all further and/or amended information required;
  - you will promptly inform us if there is any change in your authorised representatives, including any third party decision makers and where we do not hear from you we will assume that no changes have been made;
- if you are a Professional Client, Eligible Counterparty or Institutional Client, where in connection with a Transaction you acquire Products in an offering, you do so as a qualified, professional, institutional or similar investor that is eligible to do so under Applicable Regulations and under the applicable offering documents;
- any information given to us by you or on your behalf in relation to a Transaction is complete and accurate in all material respects and not misleading;
- you are entering into each Transaction based on your own independent review and such professional advice as you consider appropriate, and that based on that review and advice you are satisfied that the Product, Service or Transaction: (i) is consistent with your financial situation; and (ii) complies and is consistent with any investment policies, mandates, guidelines and restrictions that are applicable to you in relation to the Product, Service and/or Transaction;
- if at any time any of the representations or warranties contained in this sub-paragraph 12.1 cease to be true, you will notify us in writing within five (5) Business Days (or earlier if you are able to do so);
- you will comply with Applicable Regulations in connection with each Transaction and will provide us with any instruction and order, and complete any procedural formality as may be required by Applicable Regulations (including applicable tax law or practice) in connection with a Transaction, Product or Service;
- you will not take or omit to take any action if that action or omission would amount to market abuse under Applicable Regulations or would be inconsistent with proper standards of conduct in relation to any applicable market, and you will not knowingly take or omit to take any action that would cause us to commit market abuse or to fail to meet such proper standards; and

Key Features

- We will not be liable to you or any anyone else, for any Loss you may suffer in connection with these Terms, Product Agreement or Transaction, unless that Loss is a direct result of our gross negligence, willful default or fraud.

- you will provide us with any information and documents that is/are in your possession or control in connection with a Transaction, Product or Service:
  - that we may request in connection with any request or investigation by a court, the FCA, the PRA or any other regulator;
  - that we may request in connection with any complaint received by the FCA, the PRA, any other regulator or you;
  - that we may reasonably require from time to time in order to allow us to comply with our legal, tax and/or regulatory obligations;
  - in each case, as soon as is reasonably practicable and, in any event, in good time in relation to the prescribed timings of any regulator, court or regulatory process.

12.2 You may also be required to provide other representations, warranties and undertakings as part of any Transaction.

13. Limitation of liability

Summary: This explains the circumstances where Bank of Scotland Persons will not be liable to you for any Loss that you may suffer in connection with these Terms, Product Agreement or any Transaction.

13.1 **No** Bank of Scotland Person will be liable to you or any third party for any Loss you may suffer in connection with these Terms, any Product Agreement or any Transaction, **except** to the extent that such Loss arises as a direct result of the gross negligence, willful default or fraud by any Bank of Scotland Person.

13.2 **No** Bank of Scotland Person will be liable to you or any third party in connection with any Transaction, these Terms or any Product Agreement for:

- any loss of profits or opportunity due to an increase in the value, or any Loss due to a decline in the value, of any Products that are or were the subject of a Transaction or a potential Transaction;
- any other type of indirect, consequential or special Loss, even if a Bank of Scotland Person should reasonably have been aware of the possibility of that Loss being incurred;
- the solvency, acts or omissions of any broker, nominee, custodian, settlement agent, securities depositary or other third party through or with whom a Transaction is carried out or in whose control any of your Products or documents or certificates giving or evidencing title to them may be held, or any bank with whom we maintain any bank account, or any other third party with whom we deal or transact business or whom we appoint on your behalf, other than any such entity that is an Associate of ours, but to the extent that you reasonably request us to do so, we will make available to you any rights that we may have against any such person;

Key Features

- By entering into these Terms you indemnify and agree to reimburse any Bank of Scotland Person for Loss that we may suffer or incur in connection with any Transaction, Product or Service in certain circumstances.

- any liability however arising in relation to our giving, withholding or withdrawing consent in connection with these Terms, any Product Agreement, a Transaction, Product or Service;
- any communication or document produced or information provided by you in relation to a Transaction; or
- any action or omission by you or by any third party under or in connection with these Terms or any Product Agreement, including any failure to provide us with accurate information and/or documentation that we may need to fulfil our obligations under these Terms. These Terms and any Product Agreement set out the full extent of our duties and no Bank of Scotland Person is subject to any fiduciary or equitable duties that: (i) are more extensive than the obligations set out in these Terms or, any Product Agreement; or (ii) would prevent us or any Associate from carrying out any services or activities with or for other persons.

13.3 Nothing in these Terms or any Product Agreement will require any Bank of Scotland Person to take or not to take any action that would in our opinion breach Applicable Regulations.

13.4 The provisions of this paragraph 13 (Limitation of liability) will only limit the liability of any Bank of Scotland Person to the extent permitted by Applicable Regulations.

13.5 Nothing in these Terms or any Product Agreement shall exclude or restrict any duty or liability that we owe to you under the regulatory system established under the Financial Services and Markets Act 2000 and any subsequent legislation as amended from time to time and the rules of our regulators. Notwithstanding any provision of these Terms or any Product Agreement, we shall be entitled to take any action that we consider reasonably necessary to ensure compliance with Applicable Regulations.

14. Indemnity

Summary: This paragraph explains the circumstances where you agree to reimburse and compensate any Bank of Scotland Person for Loss that we suffer or incur. This includes, but is not limited to, for example, Loss we suffer or incur as a direct result of your actions or breach of these Terms.

14.1 You agree, on demand, to reimburse and indemnify any Bank of Scotland Person for any Loss that we have or may suffer or incur in connection with any Transaction, Product or Service as a direct result of:

- any breach or alleged breach by you and/ or any person acting on your behalf of any provision of these Terms, any Product Agreement or any Applicable Regulations; and
- any actual or alleged unauthorised action by you and/or by any person acting on your behalf,

except to the extent that the gross negligence, fraud or wilful default of a Bank of Scotland Person has directly caused that Loss.

Key Features

- We may contribute to, participate in and/or use benchmarks in connection with the Products, Services and Transactions.
- We implement a conflicts of interests policy which sets-out how we identify and manage potential conflicts of interest. The policy is available to you on our Website.
- We hold all money we receive on your behalf or from you in our capacity as banker.
- This means that the additional protections of the Client Money Distribution Rules will not apply.
- We are not required to pay you interest on any cash balances we hold for you, unless otherwise agreed in writing.
- The provisions concerning data protection and confidential information can be found at Schedule II of these Terms.

15. Benchmarks

Summary: Benchmarks are used in a wide range of markets to help set prices, measure performance or work out amounts payable under contracts. LBG may participate in representative benchmarks and reference them in connection with the Products, Services or Transactions.

15.1 LBG may participate in representative benchmarks as contributor or user, or in any combination of these capacities. Benchmarks may be referenced by us for internal purposes or in Products, Services or Transactions that we provide or carry out with you.

16. Conflicts of Interest

Summary: Our approach to managing conflicts of interest can be found on our Website. Where we consider it appropriate to do so, or in circumstances where we consider that it is not possible for us to sufficiently manage conflicts of interest, we will communicate this to you.

16.1 We have a conflicts policy, updated from time- to-time, which sets out how we identify and manage all potential conflicts of interest. Our conflicts policy describes in detail the kinds of circumstances in which conflicts may arise in our different services, including those arising from our day-to-day business activities.

16.2 Depending on the exact nature of any such conflicts, we will take action to mitigate the potential impact of the conflict. This may include implementing controls to manage the conflict by controlling or preventing the exchange of information, and/or involve the appropriate segregation of duties. Where appropriate, we will disclose the general nature and/or source of any conflicts prior to undertaking the relevant business or Transaction with you. Where we consider the means of preventing or managing conflicts are insufficient, we will disclose that to you.

16.3 We have internal systems, controls and procedures that seek to ensure that conflicts of interest are identified and appropriately managed.

16.4 A summary of our approach to conflicts of interest is available on our Website or from your Bank of Scotland representative. If you require further information about our conflicts of interest policy, please contact your Bank of Scotland representative.

Key Features

- We may terminate these Terms immediately and without prior notice in certain circumstances.
- In all other instances, you or we can terminate these Terms by providing the other five (5) Business Days' written notice including by electronic means (such as e-mail).
- Certain provisions under these Terms shall survive termination which, shall not affect any accrued rights or interests.
- Any outstanding Transactions entered into before the date that notice of termination is received shall not be affected.

17. Client Money and assets

Summary: In line with our regulatory status, any money that we hold on your behalf will be held by us as banker and not as trustee. This means that the regulatory requirements governing the treatment of "client money" will not apply to your money held by us.

17.1 All money held on your behalf or received from you will be held by us as banker and not as trustee. This means that the Client Money Rules will not apply to such money. As a result, we will **not** be required to segregate your money while it is held in an account with us. If we go into administration or insolvency, the Client Money Distribution Rules will **not** apply to your money and you will **not** be entitled to share in any distribution under the Client Money Distribution Rules.

17.2 We will **not** pay interest on any cash balances held for you, unless otherwise agreed in writing.

18. Data protection and confidential information

18.1 Please see Schedule II of these Terms, which sets out the provisions concerning data protection and the treatment of confidential information.

19. Termination

Summary: There are certain circumstances (listed at sub-paragraph 19.2 of this paragraph 19 below) where we can terminate these Terms immediately, without providing you with any notice. In ordinary circumstances, you or we can terminate these Terms at any time upon five (5) Business Days' written notice provided to the other. The effect of terminating these Terms is explained below.

19.1 These Terms may be terminated in the circumstances set out in sub-paragraph 1.3 (if you are acting as a Consumer under these terms), sub-paragraph 4.5 (if you fail to provide us with the information we require to categorise you in time) of this Part II and this paragraph 19 (Termination). Product Agreements may have differing termination provisions that apply to our Products, Services and Transactions.

19.2 These Terms shall be terminated **immediately** and **without notice** if:

- you are unable to pay your debts as they fall due or enter into any scheme or arrangement with your creditors or, in the case of a company, file or have filed against you a petition for winding up, pass a resolution for winding up or have a receiver, liquidator, administrator or similar officer appointed over all or any part of your assets or undertaking or, in the case of an individual, a bankruptcy petition is presented or a trustee in bankruptcy is appointed or a protection order is made under the provisions of the Mental Health Act 1983 (or successor legislation); or
- we consider it necessary or desirable, for our own protection, or to prevent what we consider is or might be a violation of any Applicable Regulations or good standard of market practice.

19.3 Either **you** or **we** may terminate these Terms at any time, by giving not less than five (5) Business Days' notice in writing to the other party.

19.4 Any notice of termination to be provided under these Terms may be provided by agreed electronic means and will not prejudice any rights already accrued or affect any outstanding Transactions entered into before the date on which the notice of termination is received.

19.5 Following termination, subject to final discharge of all obligations that you owe to us and to any of our **Associates** in connection with any Transactions, Products or Services, our relationship with you will cease.

19.6 Any termination under this paragraph 19 (Termination) will **not** affect accrued rights or any provision of these Terms and/or any Product Agreement that is intended to survive termination, including, without limitation, paragraphs 11 (Fiduciary duties), 13 (Limitation of liability), 14 (Indemnity), and 20 (General provisions) of this Part II of these Terms.

20. General provisions

Summary: This paragraph deals with "boilerplate" clauses, which are provisions that explain the mechanics of these Terms. For example, they explain what would happen if a provision within these Terms is found to be unenforceable, what would happen if we fail to perform our obligations to you under these Terms because of circumstances outside of our reasonable control, which laws these Terms are governed by and what courts could hear a dispute arising under these Terms.

Entire agreement

20.1 These Terms supersede any previous written or verbal agreement between us (except any Product Agreement) in relation to the matters dealt with in these Terms and, except as expressly stated, comprise the whole agreement between us relating to the subject matter of these Terms.

Severability

20.2 If any provision of these Terms is found by any court or regulatory or administrative body of competent jurisdiction to be invalid or unenforceable, then:

- the invalidity or unenforceability of that provision will not affect the other provisions of these Terms, which will remain in full force and effect;
- if that provision would be valid or enforceable if part of it were deleted, then the provision in question will apply with such modifications as may be necessary to make it valid and enforceable; and
- if the bullet point immediately above does not apply, then you and we agree to negotiate in good faith to substitute for any invalid or unenforceable provision a valid and enforceable provision that achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

No Waiver

20.3 A failure or delay by us in exercising any right in respect of these Terms will not be presumed to operate as a waiver. In addition a single or partial exercise of any right, power or privilege will not be presumed to preclude any subsequent or further exercise of that right or of any other right under these Terms.

Rights of Third Parties

20.4 With the exception of paragraphs 13 (Limitation of liability) 14 (Indemnity) for the benefit of Bank of Scotland Persons and paragraph 11 (Fiduciary duties) of this Part II and Schedule II (Data protection and Confidential Information) of these Terms for the benefit of our Associates, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these Terms.

Force majeure

20.5 We will not be liable to you for any delay in performance, or for the non-performance, of any of our obligations hereunder by reason of any cause beyond our reasonable control. This includes without limitation any breakdown or failure of transmission, communication or computer facilities, strikes or similar industrial action and the failure of any relevant exchange, clearing house, data service provider and/or broker for any reason to perform its' obligations.

Governing Law

20.6 These Terms and any non-contractual obligations arising out of, or in connection with it, shall be governed and construed in accordance with the laws of England and Wales.

Jurisdiction

20.7 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute arising out of or in connection with these Terms (including any dispute relating to any non-contractual obligation arising out of or in connection with these Terms).

Part III – Financial Instrument Transactions

The Part III supplements to the General Terms and Conditions set out in Part II of these Terms and applies when we provide you with Financial Instruments and to your dealings in Financial Instrument Transactions. When you enter into Financial Instruments or Financial Instrument Transactions you may also be required to enter into additional product agreements and/or other documentation ("Product Agreements"). You will be informed when such Product Agreements are required

In the event of any inconsistency between the terms set out in Part III and Part II of these Terms, then Part III shall prevail.

1. Confirmations

How will you be informed when we enter into a Financial Instrument Transaction?

1.1 Confirmations will be provided by electronic means unless you give us five (5) Working Days' notice in writing that you wish to receive Confirmations via a different method. Confirmations will be sent to the last email address you provide, except where provided via other agreed electronic means (for example, SWIFT).

1.2 Confirmations are provided no later than one (1) business day following execution. You should review the **Confirmation** and tell us if it is not correct before settlement. If you enter into a Financial Instrument Transaction and do not receive a Confirmation, please contact us immediately.

2. Types of Financial Instruments

What are our Financial Instruments?

2.1 You can find the definition of Financial Instruments in the Glossary. They include but are not limited to:

- **Derivatives.** A derivative is a financial contract whose characteristics and value depend upon the characteristics and value of an underlying asset such as currencies, interest rates or financial market indices. Our derivatives are not traded on an exchange, but are unique contracts arranged by negotiation between two parties and known as "over-the-counter" or "OTC" derivatives.
- **FX Spot.** A foreign exchange spot transaction (or FX Spot) is an agreement between two parties to buy one currency against selling another currency at an agreed price for settlement on the spot date, which is typically two Business Days after the deal is agreed.

3. Our Financial Instruments

What Financial Instruments and related services do we offer?

3.1 Bank of Scotland does **not** provide investment advisory services and neither we, nor any Associate, will provide you with tax, legal regulatory or Investment Advice with respect to any Financial Instruments. Please seek your own **independent advice** in relation to such matters.

3.2 We will only enter into Financial Instrument Transactions with you on a **non-advised** or on an **execution-only** basis. Please see sub-paragraph 2.6 of Part II of these Terms regarding the meaning of this. We will not owe you a duty to advise on the merits or suitability for you personally of any of our Financial Instruments or Financial Instrument Transactions.

3.3 We will provide you with appropriate information about our Financial Instruments, including guidance on and warnings of the risks associated with our Financial Instruments so that you are reasonably able to understand the nature and risks of the specific type of Financial Instruments we may provide you with and, consequently, to take any decisions on an informed basis.

3.4 You should **only** enter into Financial Instrument Transactions with us that you fully understand including the **risks** associated with such Financial Instrument Transactions, and that are consistent with your financial standing, investment objectives and the level of risk that you are willing to accept. All clients should ensure that they have appropriate investment knowledge and experience of the Financial Instruments they wish to transact. Before entering into any Financial Instrument Transactions you should read our Risk Disclosure Statement, which is available via our Website.

3.5 You agree to provide us, on an on-going basis, the information necessary to enable us to make an assessment of your knowledge and experience. However, we are entitled to assume that Professional Clients have the necessary experience and knowledge to understand the risks involved in relation to the particular Financial Instruments. We may decline to enter into a Financial Instrument Transaction with you if we do not believe that you fully understand the risks involved.

3.6 We will **not** consider whether any Financial Instrument or Financial Instrument Transaction is appropriate for Eligible Counterparties or Institutional Clients.

4. Execution-only transactions

When will we transact with you on an execution-only basis?

4.1 **We will only transact a limited number of Financial Instruments on an execution-only basis.** We will only do so if:

- you request to proceed on an execution-only basis at your own initiative;
- your request does not result in our being unable to manage our conflicts of interest (if any); and
- any request is limited to non-complex Financial Instruments, which means transferable securities and highly liquid securities with publicly available prices that do not involve any actual or potential liability that exceeds the cost of acquiring the instrument.

Examples of instruments that do not amount to transferable securities include securities that are only capable of being sold to the issuer, securities not capable of being traded on the capital markets (excluding payment instruments) and OTC derivatives concluded by a confirmation under an ISDA or other master agreement.

4.2 Where we transact on an execution-only basis, we will **not** assess whether any Financial Instrument is appropriate or suitable for you personally and you will not benefit from associated regulatory protections.

5. Packaged Retail and Insurance-based Investment Products (PRIIPs)

When are we required to provide a Key Information Document?

5.1 If you are a **Retail Client**, we will provide you with a **KID** in good time before you enter into a Financial Instrument Transaction. You consent that we may provide you with any such KID by means of a website or by paper.

5.2 Where we have provided you with a KID in respect of any relevant Financial Instrument Transaction by means of a website or a durable medium other than paper, you have the right to request a paper copy of the KID free of charge.

6. Trading requests

How do you request to enter into, cancel or amend a Financial Instrument Transaction?

6.1 Requests to enter into, cancel or amend Financial Instrument Transactions (but not the acceptance by you of any firm price offered by us) ("Requests") should be given to us by electronic message. However we, or you, may request or agree that such Requests are provided in writing (by fax or post) or verbally.

6.2 We retain the right to decline to act on any Requests, except where it is to cancel a deal before we have started to effect the relevant Financial Instrument Transaction. Verbal Requests will be acknowledged orally and your and our verbal acceptance will be legally binding. We will acknowledge Requests by acting on them. You authorise us to rely on, and treat as binding any Requests (by whatever means transmitted) and that are given by you or by any person acting (or purported to be acting) on your behalf, and that are accepted by us in good faith. You accept responsibility for and will be bound by all contracts entered into following such Request.

6.3 We reserve the right to decline to trade, accept or to delay accepting **Requests**, without giving you prior notice on such conditions as we deem appropriate.

6.4 Where you send us a Request or an order via electronic message, we shall only be treated as having received your electronic message once we acknowledge receipt. This acknowledgement does not, however, indicate any agreement on our part to act in accordance with any Requests or orders contained in your electronic message.

6.5 Where you send us a Request or an order via our Arena electronic trading platform or other application programme interface ("API") provided by us, the Request, order and any other related communication, shall be subject to the separate Arena Terms and Conditions and/or API User Agreement.

7. Market orders

How do we process and accept orders to buy or sell Financial Instruments?

7.1 For certain Financial Instruments we may be willing to accept a **firm commitment to trade** but only where some trade parameters have not been agreed with you prior to our execution of your order. Whether we will agree to accept such an order is completely **at our discretion**.

7.2 Where we are willing to accept such an order from you, the price at which we will do so may include relevant charges, which will be added to the price at which we transact, or may have transacted, in the **Market**. We will inform you of any relevant charges in advance.

7.3 Where such an order is accepted, we will endeavour to execute it as soon as reasonably practicable, but we will **not** be liable for any Loss resulting from any change in market conditions between the receipt and the execution of the order. We may **postpone** the execution of an order if we believe on reasonable grounds that it is in your best interests to do so.

7.4 We may **aggregate your orders** with orders for other clients or our own orders. Aggregation is the process of adding trade orders together to purchase and sell the same Financial Instrument as a larger order. Aggregation may work to your advantage on some occasions and to your disadvantage on other occasions. Market conditions may mean that the entire aggregated order is not executed in one transaction at a single price, in which case we may average the prices paid or received and we may report to you a volume weighted average price for the transactions instead of the actual price of each transaction.

7.5 Unless we agree otherwise, each open order will remain in effect until we have fully executed it or you have cancelled it. An open order will not be cancelled automatically by a subsequent order relating to the same Financial Instruments and it is your responsibility to cancel an open order where a substitute order has been entered. A Financial Instrument Transaction resulting from the execution of any order that you have not cancelled will be entered in your account.

7.6 Types of orders where some trading parameters are **not pre-agreed** include, but are not limited to:

- "**limit orders**", which are orders to buy or sell when the market reaches a specified level;
- "**at best**" or "**market**" orders to buy at the best rate available;
- "**stop loss**" orders to buy or sell at a specified price; and
- "**benchmark**" orders to buy or sell at a reference price established by a third party at a particular point in time.

For the avoidance of doubt, **quote-driven activity**, such as requests for quotes, price streams, call levels and **Indications of Interest** do **not** meet the criteria to be considered orders. An order will **only** arise from such activities should we agree to trade a Financial Instrument where **all trade parameters** have been agreed with you and you have given us a **firm instruction** to deal.

7.7 Where we accept an order, we will act in accordance with our policy on best execution – please see paragraph 8 (best execution) of this Part III below on our "Best Execution Approach". We shall notify you of any material changes to our "Best Execution Approach".

7.8 Further details on Our Approach to Order Handling and Execution can be obtained from our Website and are available from your Bank of Scotland representative upon request (**lloydsbank.com/business/corporate-banking/important-information/order-handling-important-disclosures**).

8. Best execution

What is "best execution" and when does it apply?

8.1 The **best execution obligation**, referred to in our "Best Execution Approach" (which sets out our policy on best execution), will be owed to you where:

- you are a Retail Client; or
- you are a Professional Client and we deem that you are legitimately reliant on us.

8.2 Our "Best Execution Approach" can be found on our Website **business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/best-ex-mifidii**

8.3 Best execution will **not** apply to you if you are:

- an Eligible Counterparty; or
- an Institutional Client,

although we are still required to treat you **fairly**.

8.4 Subject to sub-paragraphs 8.1 – 8.3 above and sub-paragraphs 8.6 and 8.8 below, we will take all sufficient steps to provide you with best execution in accordance with our "Best Execution Approach".

8.5 **Foreign exchange spot transactions** are not regulated Financial Instruments according to Applicable Regulations (including the Markets in Financial Instruments Directive and related rules (as amended or superseded)) and are **not covered by the best execution rules**. However, we are subject to a regulatory obligation to treat you fairly and manage any conflict of interest when executing foreign exchange spot transactions.

8.6 Unless you notify us otherwise, we shall consider the continued business by you to constitute your **acceptance** of, and **continued consent** to, "Our Best Execution Approach".

8.7 Where we receive your **specific instructions** in relation to how you want us to execute your order or Financial Instrument Transaction, we will act in accordance with those specific instructions. Our obligation of best execution will be satisfied by executing the order in accordance with your specific instruction.

8.8 We will provide reporting information of our top execution venues in accordance with Applicable Regulations on our Website **lloydsbank.com/business/corporate-banking/important-information/best-execution**

9. Execution Venue

What execution venues do we use?

9.1 We operate on a principal to principal basis, Therefore any order or Financial Instrument Transaction you enter into with us is with us as your execution venue. We do not direct orders as agent to other execution venues. However, we will have regard to the wider market in the relevant Financial Instruments when complying with our obligations for providing best execution in accordance with our "Best Execution Approach". You expressly consent to our executing orders outside of a Regulated Market, Multilateral Trading Facility or Organised Trading Facility.

9.2 Certain Financial Instrument Transactions may be subject to restrictions under Applicable Regulations that will require them to be concluded on a Market (including equivalent third country trading venues). In these circumstances, we will only execute these Financial Instrument Transactions on such a Market.

10. Systematic Internaliser

What are systematic internalisers?

10.1 In overview, systemic internalisers are firms who routinely offer prices on listed investments outside of a Regulated Market, Organised Trading Facility or Multilateral Trading Facility.

10.2 We act as a systematic internaliser ("SI") where we execute client orders on an organised, frequent, systematic and substantial basis outside of a trading venue (such as a Regulated Market, an Organised Trading Facility or a Multilateral Trading Facility).

10.3 When executing client orders as a SI, we **deal on our own account**, which means we will be trading against our capital. This does not include engaging in riskless back-to back matching of transactions (e.g. acting like an exchange).

10.4 When acting as a SI, we will make public firm quotes in bonds, structured finance products, or derivatives traded on a trading venue. In order to provide these quotes, we may limit:

- the number of Financial Instrument Transactions we undertake to enter into at the published quote; and
- the total number of Financial Instrument Transactions that we undertake with other clients at the published quote.

10.5 If we are a SI and providing pre-trade transparency, then details of our approach on SI transparency will be available to you on our Website.

11. Incorrect pricing

What happens in the event that incorrect prices are quoted to you?

11.1 In the event that any prices quoted by us are incorrect due to being unrepresentative of the current market value for a Financial Instrument Transaction of that size and nature, we will **not** be bound by that quote (whether or not confirmed by us), where it is recognised by us **within two (2) Business Days** of any Financial Instrument Transaction.

12. Settlement

How are trades settled?

12.1 Standard settlement will be on a **delivery versus payment** basis. We may, at our discretion, agree alternative settlement arrangements with you.

12.2 Unless otherwise agreed, cash settlement must be in immediately available, freely convertible funds of the relevant currency.

12.3 Payments (for purchases) and, where not already held by us, certificates or other documents required to settle Financial Instrument Transactions must be delivered by you in time to enable us to complete settlement within the time frames specified.

12.4 Where you are required to **deliver or re-deliver an asset (for sales)**, you must ensure that the necessary documents (including the appropriate and duly stamped instruments of transfer) are executed and that all instructions required are given to procure that all rights, title and interest will pass from you to the transferee and that these are free from any and all liens, charges and encumbrances.

12.5 Delivery and transfer of title will take place in accordance with the rules and procedures applicable to the relevant asset and market, as in force from time to time.

12.6 Where these documents, or immediately available funds, are not provided in the timeframe required for settlement we will **not** be obligated to settle any Financial Instrument Transaction or account to you.

13. Transaction and trade reporting

Who is responsible for trade reporting obligations?

13.1 Where we are required by Applicable Regulations to make transaction information public and/or available to a relevant regulator, you agree and acknowledge that:

- any and all proprietary rights in such transaction information are owned by us; and
- you waive any duty of confidentiality with respect to that information that we are required to disclose.

13.2 You must provide us with, and maintain, a valid **LEI Code** before we will undertake any Financial Instrument Transactions for you unless you qualify for an exemption as set out in our "Legal Entity Identifier Information" disclosure, which can be found on our Website (**business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/mifid-ii**).

Please contact your Bank of Scotland representative for information on whether you will qualify for this. If you represent that an exemption applies and this changes in the future, you are obliged to inform us of this change prior to entering into the relevant Financial Instrument Transaction.

13.3 If you are an **Investment Firm** and/or subject to **post trade reporting** then, subject to sub-paragraph 13.4 directly below, where we execute a reportable Financial Instrument Transaction with you on an OTC basis, we both agree that the party acting as **seller** shall post trade report the Financial Instrument Transaction in accordance with Applicable Regulations.

13.4 Where only one of us is acting as a SI and **that party** is also acting as the **buyer** in the Financial Instrument Transaction, we both agree that **the buyer will report** the Financial Instrument Transaction in accordance with Applicable Regulations.

13.5 You must inform us where any proposed Financial Instrument Transaction would constitute a **Short Sale** at or before the time you instruct us on, or enter into, the Financial Instrument Transaction.

13.6 Unless required by Applicable Regulations, we will **not** make any trade or transaction reports on your behalf in respect of any Financial Instrument Transactions unless otherwise agreed with you in writing.

14. Distribution arrangements

Can you act in the capacity of Distributor?

14.1 You agree and represent that you will only enter into Financial Instrument Transactions for your own account and not in the capacity of **Distributor** unless we agree otherwise.

14.2 In the event that we agree, you acknowledge that we and you may have certain obligations under **Applicable Regulations** and you agree that you will provide us with, and we may provide you with, any information that may be necessary for us to meet our obligations under Applicable Regulations.

14.3 Should you wish to distribute any of the Financial Instruments provided by us please contact your Bank of Scotland representative.

14.4 Depending upon your individual circumstances, you may also be liable for any relevant taxes and costs that are incurred as a result of the tax treatment of any Financial Instruments and/or Financial Instrument Transactions.

15. Inducements

What is our position on inducements?

15.1 Except as provided in sub-paragraph 15.3 below, we are not permitted to receive or provide any inducements from or to third parties.

15.2 Inducements include any fees, commissions, monetary or non-monetary benefits in relation to any Financial Instrument Transaction under these Terms or any Product Agreement that may impair our duty to act honestly, fairly and professionally, in accordance with the best interests of our clients.

15.3 Any inducements may only be accepted where they enhance the quality of our service provision; they do not impair compliance with our duty to act honestly, fairly and professionally in accordance with the best interests of our clients, and where we have made the necessary disclosures about the inducement to our clients ahead of any Financial Instrument Transactions.

15.4 If you are an **Investment Firm**, you will need to make your own assessment to determine whether any of the restrictions on inducements apply to you and whether you are able to receive and/or retain such benefits.

16. Costs and charges

Where can you find our costs and charges?

16.1 In accordance with Applicable Regulations, we will disclose our costs and charges (including any fees or commissions where applicable) and/ or the basis upon which we charge you, prior to and/or following, execution of Financial Instrument Transactions as agreed between us. Information will be provided in "Our Approach to Costs and Charges Calculations", which is available from our Website: **business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/our-approach-to-costs-and-charges-calculations.pdf** or on request, and you can request a breakdown of our aggregated costs at any time.

16.2 You will be responsible for any liabilities, costs, charges and expenses, including the payment of any tax, brokerage, transfer fee, registration fee or stamp duty payable and properly incurred by us in connection with any Financial Instrument Transactions.

16.3 Depending upon your individual circumstances, you may also be liable for any relevant taxes and costs that are incurred as a result of the tax treatment of Financial Instruments and/or Financial Instrument Transactions.

Limited disclosure on costs and charges: Professional Clients, Eligible Counterparties and Institutional Clients.

16.4 If you are a **Professional Client**, an **Eligible Counterparty** or an **Institutional Client**, you agree that we can provide you with **limited** costs and charges information in accordance with Applicable Regulations, except where:

- you are a Professional Client entering into Transactions in any Financial Instrument that embeds a derivative (e.g. a credit-linked note); or
- you are an Eligible Counterparty or Institutional Client that intends to offer Financial Instrument(s) that embed(s) a derivative to your own clients, then you will receive full cost and charges information in accordance with sub-paragraph 16.1 (Costs and charges) of this Part III. Further information on our approach is available upon request from your Bank of Scotland representative.

16.5 If you are an **Eligible Counterparty** or **Institutional Client** you must **notify us** if you intend to offer Financial Instruments to your clients and, upon receiving such notification from you, we will disclose our costs and charges to you in accordance with sub-paragraph 16.1 (Costs and charges) of this Part III. If you do not notify us that you intend to offer your clients our Financial Instrument, then we will be entitled to assume that you will not be offering them to your clients and we will provide you with limited disclosure of our costs and charges accordingly.

16.6 If you are a Professional Client, an Eligible Counterparty or Institutional Client dealing in **foreign exchange spot contracts**, you will not receive a breakdown of our costs and charges unless you ask us to provide one.

16.7 A summary of our approach to costs & charges calculations can be found on our Website: **business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/our-approach-to-costs-and-charges-calculations.pdf**

Full disclosure on costs and charges: Retail Clients

16.8 If you are a **Retail Client**, or a Professional Client, Eligible Counterparty or Institutional Client that has requested full disclosure of costs and charges information, we will provide you:

- with a **general description** of how we price Transactions and the factors that impact our costs and charges in relation to the Financial Instrument and Financial Instrument Transactions that we provide;
- in writing with **pre trade details** of the **actual** or **estimated costs** and **charges** that will be applied to your Transaction or Transactions in accordance with Applicable Regulations; and
- in writing with **post trade information** on **the actual costs** and **charges** of the Transaction that you have entered into with us in accordance with Applicable Regulations.

Schedule I – Glossary

API	means "application programme interface"; a software intermediary that allows two applications to communicate with each other.
Applicable Regulations	means any applicable laws, rules and regulations including without limitation, the Financial Services and Markets Act 2000, the Financial Services Act 2021, the Financial Services & Markets Act 2023, the rules of the FCA and the PRA, any rules, policies, guidelines and practices of a relevant regulator, any EU legislation, regulatory requirement or guidance that applies directly or indirectly to our activities, or as it forms part of UK domestic law pursuant to the European Union (Withdrawal) Act 2018 (as amended), the rules of a relevant Market and all other applicable laws, including but not limited to international regulations such as MiFID II, MiFIR, FinSA and the US Dodd Frank Act / Commodity Futures Trading Commission (CFTC) rules, procedures, codes, standards and regulations (including without limitation, accounting rules, anti-money laundering and economic sanctions legislation) as amended or superseded.
Associate	means any undertaking in a group of companies (whether a holding company, subsidiary, subsidiary of any holding company, or representative and branch office in any jurisdiction) or a person whose relationship with the group might reasonably be expected to give rise to a conflict of interest in dealings with third parties.
Bank of Scotland	means Bank of Scotland plc.
Bank of Scotland Person	means Bank of Scotland plc and any of its' Associates and its' or their directors, contractors, officers, employees, associates and agents.
Client Money Distribution Rules	means the provisions of the FCA's Client Assets Sourcebook (Chapter 7A) relating to the distribution of client money in case of the failure of a firm.
Client Money Rules	means the provisions of the FCA's Client Assets Sourcebook relating to client money from time to time, including without limitation the provisions in Chapter 7.
Confidential Information	means information that due to its' nature we will keep private and only disclose in certain circumstances provided for at Schedule II (Data protection and Confidential Information) of these Terms.
Confirmation	means a confirmation, contract note, statement or note issued or made available by us to you confirming the details of a Transaction. Unless otherwise notified to you Confirmations include Confirmations provided to you by SWIFT or similar electronic messaging, subject to the Applicable Regulations.
Consumer	means any natural person acting for purposes outside their trade, business or profession.
Distributor	means an Investment Firm that offers, recommends or sells Financial Instruments or provides investment services to clients.
EEA	means the European Economic Area.
Eligible Counterparty	means a client that we have classified as an Eligible Counterparty in accordance with the rules of the FCA COBS 3 (www.handbook.fca.org.uk/handbook/COBS/3/?view=chapter).
FCA	means the Financial Conduct Authority or any successor regulator.

Financial Instruments	means, without limitation, financial and commodity derivatives, and any other financial instruments that we may provide from time to time, including all foreign exchange derivative contracts and for purposes of these terms foreign exchange spot contracts.
Financial Instrument Transaction	means a Transaction in our Financial Instruments.
FinSA	means the Swiss Financial Services Act of 15 June 2018.
FOS	means the Financial Services Ombudsman.
FSCS	means the Financial Services Compensation Scheme.
Indication of Interest	means an expression demonstrating a non-binding interest in dealing in a Financial Instrument.
Information	means any information, fact, matter or other relevant factor that we will not be required to disclose to you or to take into consideration when providing you with our Products or Services explained at sub-paragraph 3.2 (Our Agreement with You) of Part II to the Terms.
Institutional Client	means a client that we have classified as an Institutional Client in accordance with FinSA, Article 4 (fedlex.data.admin.ch/filestore/fedlex.data.admin.ch/eli/cc/2019/758/20200101/en/pdf-a/fedlex-data-admin-ch-eli-cc-2019-758-20200101-en-pdf-a.pdf).
Investment Advice	means the provision of personal recommendations to a client, either upon its' request or at the initiative of the Investment Firm, in respect of one or more Transactions relating to our Financial Instruments.
Investment Firm	means a legal person whose regular occupation or business is the provision of one or more investment services to third parties and/or the performance of one or more investment activities on a professional basis.
KID	means Key Information Document.
Key Information Document	means a pre-investment document prepared in accordance with Applicable Regulations containing key information about a Product (other than deposits) that is provided to Retail Clients.
LBCM	means Lloyds Bank Corporate Markets plc.
LBG	means Lloyds Banking Group plc, its subsidiaries, Associates and affiliated companies.
LEI Code	means a legal entity identifier code as required by Applicable Regulations.
Loss	means any loss, damage, cost, charge, expense, claim, counter-claim, action, suit, judgment or other liability that a person may incur or that may be made against such person.
Market	means a Regulated Market, a Multilateral Trading Facility and an Organised Trading Facility each as defined in the rules of the FCA.
Non-ring-fenced Bank	means, at LBG, LBCM.
PIN	means Personal Identification Number.
PRA	means the Prudential Regulation Authority or any successor regulator.

Product Agreements	means additional product or service specific agreements and/or other documentation that you will be required to enter into if you wish to transact certain Products or Services.
Products	means Financial Instruments, foreign exchange spot contracts (not already captured within the meaning of Financial Instruments under these Terms), deposits and lending.
Professional Client	means a client classified by us as a professional client in accordance with the rules of the FCA COBS 3 (www.handbook.fca.org.uk/handbook/COBS/3/?view=chapter) or, if applicable, the Swiss Financial Services Act, Article 4 (fedlex.data.admin.ch/filestore/fedlex.data.admin.ch/eli/cc/2019/758/20200101/en/pdf-a/fedlex-data-admin-ch-eli-cc-2019-758-20200101-en-pdf-a.pdf).
Retail Client	means a client that is not an Eligible Counterparty, Institutional Client or Professional Client.
Requests	means requests to enter into, cancel or amend Financial Instrument Transactions.
RFI	means Relevant Financial Institution.
Services	means without limitation, providing corporate finance advice, investment research, services relating to underwriting and placing or execution of client orders and in each case in relation to Financial Instruments and any other services that we may provide from time to time.
SI	means systematic internaliser, which is a firm that routinely offers prices on listed investments outside of a Regulated Market, Organised Trading Facility or Multilateral Trading Facility.
Short Sale	means a Transaction where clients borrow securities in anticipation of a price decline and are required to return an equal number of securities at some point in the future.
SSI	means standard settlement instructions, which are used to effect settlement of Transactions and payments.
Terms	means these General Terms of Business entered into between you and us.
Transaction	means any transaction you enter into with us for the provision of Products (including but not limited to Financial Instruments) and Services.
Website	means **business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations**

Schedule II — Data Protection and Confidential Information

This Schedule II sets out our agreement with you in relation to data protection measures and the treatment of confidential information.

1.1 These Terms are subject to our obligations under applicable data protection legislation, including the Data Protection Act 2018 and the UK General Data Protection Regulation, as amended, updated or replaced from time-to-time. Your information will be held by Bank of Scotland, which is part of the Lloyds Banking Group. For more information about how Bank of Scotland processes personal and business information, please see **business.bankofscotland.co.uk/business-home/legal/personal-and-business-data**

1.2 Subject to sub-paragraph 1.3 of this Schedule II, we will keep your business information or information of which we become aware confidential ("Confidential Information") unless:

- the information provided is or becomes public information;
- you or any person on your behalf identifies the information as "non-confidential" at the time the information is delivered to us or any other Bank of Scotland Person;
- the information is known to us or any other Bank of Scotland Person before the date the information is disclosed; or
- the information is lawfully obtained by us or any other Bank of Scotland Person after the date the information is disclosed to us or any other Bank of Scotland Person.

1.3 We or any other Bank of Scotland Person may disclose Confidential Information where it is necessary for the provision of services, or for any other lawful purpose, to:

- another Bank of Scotland Person;
- Lloyds Bank plc;
- Lloyds Bank Corporate Markets plc;
- any service provider or professional adviser of a Bank of Scotland Person who is under a duty of confidentiality to such Bank of Scotland Person;
- any actual or potential participant, sub- participant, assignee or transferee of our rights or obligations under any Transaction between you and us (or any agent or adviser of any of the foregoing);
- any insurer or insurance broker, or direct or indirect provider of, credit protection to any Bank of Scotland Person;
- any person pursuant to or in connection with any actual or proposed restructuring, reorganisation of, or business transaction of or involving any Bank of Scotland Person, including without limitation any actual or proposed restructuring or reorganisation pursuant to regulatory ring-fencing requirements, and any other persons involved in any such transaction and their respective lawyers, consultants, advisers and agents; and
- any person as required by law or regulation or any government, quasi-government, regulatory or supervisory body or authority, court or tribunal.

1.4 Telephone conversations and electronic communications are recorded and retained in accordance with Applicable Regulations and internal policies. Applicable Regulations require a copy of the recording of such conversations and communications to be made available to you upon request for a minimum period of five years, or where requested by a competent authority, for a minimum period of seven years. However, whilst Applicable Regulations may require a minimum holding period, our internal policies may require us to retain recordings for periods beyond this.

1.5 We will record and monitor all telephone lines and monitor all conversations of our trading, operations and marketing staff. Those recordings may be used as evidence for the purposes of resolving any disputes with you and will be retained in accordance with Lloyds Banking Group's records management policies, as amended from time to time, and Applicable Regulations.

1.6 If you provide us with the personal data of any joint applicant or other person as required by or pursuant to these Terms or any Product Agreement, you represent and warrant to us that, to the extent required by law that you have:

- notified the relevant individual of the purposes for which data will be collected, processed, used or disclosed including, without limitation, information about how Bank of Scotland processes personal and business information referred to in paragraph 1.1 of this Schedule II and at **business.bankofscotland.co.uk/business-home/legal/personal-and-business-data** and obtained such individual's consent, or you have another lawful basis under which to provide us with their personal data.

Schedule III — Where you can find additional information

A. General

A copy of these Terms
business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations

Our Risk Disclosure Statement
business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/target-market-risk-disclosure-statement.pdf

Our Approach to Conflicts of Interest
business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/our-approach-to-conflicts-of-interest.pdf

B. Information relating to Financial Instrument Transactions

Our Approach to Order Handling and Execution
www.lloydsbank.com/business/corporate-banking/important-information/order-handling-important-disclosures

Our "Best Execution Approach"
business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/best-ex-mifidii

(Note: our Best Execution Approach does **not** apply to Transactions in FX Spot, which are not subject to Applicable Regulations)

Our Approach to Costs and Charges Calculations
business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/our-approach-to-costs-and-charges-calculations.pdf

Our Reporting Information of our Top Execution Venues
business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/best-ex-mifidii

Our "Legal Entity Identifier Information" Disclosure
business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/legal-entity-identifier-information.pdf

Our Approach on SI Transparency
lloydsbank.com/assets/commercial/pdfs/systematic-internaliser-faq-lb.pdf

C. Third Parties

The Financial Services Compensation Scheme
www.FSCS.org.uk

business.bankofscotland.co.uk/assets/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/financial-services-compensation-scheme-statement.pdf

The Financial Ombudsman Service
www.financial-ombudsman.org.uk

You must ensure that you have read and understood these Terms in full before we provide you with any of our Products or Services. If you have any questions or wish to discuss these Terms, please contact your Bank of Scotland Representative.

Our service promise

If you experience a problem, we will always try to resolve it as quickly as possible. Please bring it to the attention of any member of staff.

Our complaints procedures are published on our 'Help & Support pages' at:
business.bankofscotland.co.uk/help/account-management/make-a-complaint

Get in touch

Speak to your relationship team

Go to bankofscotland.co.uk/business

You can obtain a copy of this document in Braille, large print or audio by contacting your Bank of Scotland Representative.

If you have a hearing or speech impairment, you can use Text Relay (previously TypeTalk) 6458.

Your call may be monitored or recorded in case we need to check we have carried out your instructions correctly and to help improve our quality of our service.