

COMMERCIAL BANKING

Product Terms for Financial Instruments

Bank of Scotland plc

Effective from 28th May 2018



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This document consists of the following:

- The **Important Information** in **Part I**, which you should read before you enter into a Product with us.
- **Part II** sets out the Terms and Conditions that govern our Financial Instruments.
- There is also a **Glossary** of key terms.

Part I - Important Information

1. Introduction

- 1.1 These Product Terms for Financial Instruments ("FI Terms") are supplemental to the Bank of Scotland plc ("Bank of Scotland") General Terms of Business and set out the terms and conditions that apply when Bank of Scotland provides you with the Financial Instruments as described in paragraph 15 below.
- 1.2 Bank of Scotland plc has its registered office is at The Mound, Edinburgh EH1 1YZ and it is registered in Scotland under No. SC327000. Bank of Scotland is part of the Lloyds Banking Group, which comprises Lloyds Banking Group plc and its subsidiaries, associates and affiliated companies.
- 1.3 Lloyds Banking Group ("LBG") has been required by legislation to conduct banking activities through two separate banks, Bank of Scotland plc which is designated as the "ring-fenced bank", and Lloyds Bank Corporate Markets plc is the "non-ring-fenced bank". Both are wholly owned subsidiaries of Lloyds Banking Group plc. Your contractual counterparty will be Bank of Scotland plc.
- 1.4 Bank of Scotland plc has appointed Lloyds Bank plc and Lloyds Bank Corporate Markets plc to provide certain services that enable Bank of Scotland plc to fulfil certain of its obligations to you under these FI Terms, subject always to Applicable Regulations. Even in these cases, your relationship is with Bank of Scotland plc and subject to these FI Terms.
- 1.5 By 'we', 'us' or 'our', we mean Bank of Scotland plc.
- 1.6 By 'you' or 'your', we mean you as a person (if you are a sole trader) and your business or legal entity (including companies and partnerships).
- 1.7 It is important that you understand the nature of the risks involved with any of the Financial Instruments that you enter into with us. We will provide you with information on the nature and risks associated with our Financial Instruments. Our General Risk Disclosure Statement is available via our website ("Website"):
<http://business.bankofscotland.co.uk/25m-plus-turnover/banking-with-us/schemes-reviews-and-regulations/>.
- 1.8 Not all Financial Instruments are available to, or are appropriate for all clients. Please see paragraph 9 (Your status) for more information on how we determine and communicate categorisations that help us to determine your eligibility for our Financial Instruments.
- 1.9 In these FI Terms:
 - i. words and expressions shall have the particular meaning, if any, given to them in the body of these FI Terms and/or the Glossary set out at the end of these FI Terms;
 - ii. 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;
 - iii. references to a person or entity include a company, corporation, firm, unincorporated or incorporated association, or statutory authority;
 - iv. 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
 - v. 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.
- 1.10 All communications between you and us and all information and documents from us shall be in English unless otherwise required by Applicable Regulations.
- 1.11 We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to our Financial Instruments.

2. Understanding these FI Terms

- 2.1 These FI Terms form a binding contract between you and us, and are provided to

you before you are able to enter into any Transaction with us, unless amended or varied as detailed in paragraph 10 (Variation or amendments) below.

- 2.2 You may also be required to enter into standardised market facing agreements and/or other documentation and agreements ("Product Agreements") where you wish to transact certain Financial Instruments. You will be informed when such Product Agreements are required and you must execute these before any Financial Instruments or Transactions or orders can be completed and/or executed.
- 2.3 If there is any conflict between these FI Terms, the Bank of Scotland plc General Terms of Business or the Product Agreements, then the Product Agreements shall prevail over these FI Terms and these FI Terms shall prevail over the Bank of Scotland plc General Terms of Business, to the extent of any such inconsistency.
- 2.4 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.
- 2.5 These FI Terms, which may be amended from time to time, supersede any other terms and conditions for Financial Instruments that may have been previously sent to you by us.
- 2.6 We suggest you keep a copy of this document in case you want to check the terms and conditions that apply to Financial Instruments.
- 2.7 If you have been categorised as a Retail, Professional and Eligible Counterparty Client (see paragraph 9 (Your status)) you will be taken to have accepted these FI Terms by entering into any Transactions in Financial Instruments with us.
- 2.8 In addition, Retail Clients (see paragraph 9 (Your status)) will be required to expressly consent to paragraph 11 (How we will communicate with you and provide you with information) and paragraph 21.1 (Execution Venue) by signing a separate letter.
- 2.9 If you are a Retail Client, we will provide you with a Key Information Document ("KID") in good time before any relevant Transaction is concluded. A KID will be made available to you on our Website.

3. Your knowledge and understanding

- 3.1 Any Financial Instruments which you

transact with us will be on the basis that you are able to make your own independent evaluation of the risks involved in such Financial Instruments, based upon your knowledge and experience.

- 3.2 You agree to provide us, on an on-going basis, with 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 Instrument(s) which they wish to transact.

4. If you have questions

- 4.1 If you have any questions about these FI Terms, need further information, or would like another copy of these FI Terms please contact your Bank of Scotland representative.

5. How we are regulated

- 5.1 Bank of Scotland plc is authorised by the Prudential Regulation Authority ("PRA"), and regulated by the Financial Conduct Authority ("FCA") and the Prudential Regulation Authority. The address of the FCA is 25 The North Colonnade, Canary Wharf, London E14 5HS. The address of the PRA is 20 Moorgate, London EC2R 6DA. Our authorised firm reference number is 169628. To find out more about us, see the Financial Services Register: www.fca.org.uk or call the FCA on 0800 111 6768.
- 5.2 Although we are required to comply with the rules of the FCA, the PRA and other relevant regulators, they shall not give rise to any obligations or rights in contract between you and us except as provided by Applicable Regulations.

6. Important information about compensation arrangements

- 6.1 You may be protected by the Financial Services Compensation Scheme (FSCS).
- 6.2 Compensation may be available for eligible investment business. Further information about the scheme (including the amounts covered 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.

7. If you have a disability

- 7.1 Please feel free to contact us if you would like this information in an alternative format such as braille, large print or audio.
- 7.2 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.

8. Complaints

- 8.1 If you experience a problem or wish to complain in relation to any aspect of our relationship under these FI Terms, please bring this to the attention of your Bank of Scotland representative as soon as possible.
- 8.2 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.
- 8.3 Some customers will be “eligible complainants” and may be able to refer their complaint to the Financial Ombudsman Service. The Financial Ombudsman Service will only consider your complaint once you have tried to resolve it with us, so please take up your concerns with us first and we will do all we can to help.
- 8.4 The Financial Ombudsman Service can be reached at South Quay Plaza, 183 Marsh Wall, London, E14 9SR. Tel: 0800 023 4567. Further details are available from www.financialombudsman.co.uk

Part II – Terms and Conditions

9. Your status

- 9.1 Bank of Scotland is subject to various regulatory regimes that require us to consider, in different ways, which Financial Instruments 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, as well as a description of how you may request to be treated differently.
- 9.2 One of these regulatory regimes requires us to categorise you as one of the following: a Retail, Professional or Eligible Counterparty Client. Some Financial Instruments we offer are not appropriate for Retail categorised 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 Financial Instruments with you.
- 9.3 Another of these regulatory regimes requires us to consider if you might qualify as a Relevant Financial Institution ("RFI"). Unless an exception applies, Bank of Scotland will be the only LBG entity which will have exposures to RFIs. We will notify you or any legal entities within your corporate structure which have been classified by us as an RFI. We will also provide you with details of the process for objecting to that classification.
- 9.4 Retail, Professional and Eligible Counterparty Clients will be taken to have accepted these FI Terms by receiving Financial Instruments from us.
- 9.5 In addition, Retail Clients will be required to expressly consent to paragraph 11, which sets out how we will communicate with you and provide you with information and paragraph 21.1 (Execution Venue) by signing a separate letter.
- 9.6 Not all Financial Instruments are available to, or are appropriate for all clients. Please see above paragraph 9.1 (Your status) for more information on how your categorisation is determined and communicated.

- 9.7 You agree to provide us with the information 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 FI Terms may terminate in accordance with the provisions of paragraph 35 (Termination).

10. Variation or Amendments

- 10.1 We reserve the right at all times, subject to any rules of our regulators, to amend or vary these FI Terms by providing you with notice. Any such amended or varied FI Terms will also be posted on our Website.
- 10.2 We will give you 30 days' prior notice of any material changes to these FI Terms before they take effect.

11. How we will communicate with you and provide you with information

- 11.1 We will communicate with you and provide notices, Confirmations and information to you via electronic mail or other electronic means (including by way of posting to a website) unless you ask us to communicate with you in writing by post or by fax and provide us with the address or fax number.
- 11.2 You will provide us with your electronic mail address and/or any other information required enabling the transmission of information by electronic means, and you will update us with any changes. You confirm that you have regular access to the internet.
- 11.3 You confirm that we may contact you from time-to-time by electronic means to provide you with information about our Financial Instruments.
- 11.4 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.
- 11.5 Unless otherwise agreed, you consent to our providing you with information via our Website. We will notify you in accordance with paragraph 10 (Variation or Amendments) of material changes.

12. How you will communicate with us

- 12.1 Unless we agree otherwise, all communications by you to us will be in writing or via agreed electronic means, and sent to the address set out below or such electronic mail address as such as we may notify you in writing. Our address for the purposes of this paragraph is: Commercial Banking Markets Client Services, 10 Gresham Street, London, EC2V 7AE.

13. Confirmations

- 13.1 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 electronic mail address you provide, except where provided via other agreed electronic means (for example, SWIFT).
- 13.2 Confirmations are provided no later than one business day following execution. You should review the Confirmation and tell us if it is not correct before settlement. If you enter into a Transaction and do not receive a Confirmation, please contact us immediately.

14. Our Financial Instruments

- 14.1 Bank of Scotland plc 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.
- 14.2 We will only enter into Transactions with you on either a non-advised or on an execution-only basis. We will not owe you a duty to advise on the merits or suitability for you of any of our Financial Instruments or Transactions.
- 14.3 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.
- 14.4 You should only enter into Financial Instruments and/or Transactions with us that you fully understand including the

risks associated with such Financial Instruments and/or Transactions, and which are consistent with your financial standing, investment objectives and the level of risk which are you are willing to accept. All clients should ensure that they have appropriate investment knowledge and experience of the Financial Instruments and/or Transactions they wish to transact. Before entering into any of our Financial Instruments and/or Transactions you should read our General Risk Disclosure Statement, which is available via our Website.

- 14.5 You agree to provide us, on an on-going basis, with 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.
- 14.6 We will not consider whether any Financial Instrument is appropriate for Eligible Counterparty Clients.

15. Types of Financial Instruments

- 15.1 These 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.

- 15.2 **Foreign Exchange 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.

16. Packed Retail and Insurance-based Investment Products (PRIIPs)

- 16.1 In accordance with paragraph 2.9 above, we will, if you are a Retail Client, provide you with a KID in good time and you consent that we may provide you with any such KID by means of a website or a durable medium other than paper.

16.2 Where we have provided you with a KID in respect of any relevant 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.

17. Execution-only transactions

17.1 We will only transact a limited number of Financial Instruments on an execution-only basis. In doing so:

- i. you request to proceed on an execution-only basis at your own initiative;
- ii. your request does not result in our being unable to manage our conflicts of interest; and
- iii. 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.

This excludes derivatives or other kinds of non-transferable securities.

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

18. Trading requests

18.1 Requests to enter into, cancel or amend trades ("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.

18.2 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 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 which are given by you or by any person acting (or purported to be acting) on your behalf, and which are accepted by us in good faith. You accept responsibility for and will be bound by all contracts entered into following such Request.

18.3 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.

18.4 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.

18.5 Where you send us a Request or an order via our Arena electronic trading platform or 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

19. Market orders

19.1 For certain Financial Instruments we may be willing to accept an "order" from you at a specific price, value or market level. Whether we will agree to accept your order is completely at our discretion.

19.2 Where we are willing to accept 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 been transacted, in the market. We will inform you of any relevant charges in advance.

19.3 Where an order is accepted, we will endeavour to execute it as soon as reasonably practicable, but we will not be liable for any Loss, where you suffer or incur that Loss in connection with any change in market conditions between receipt and execution of the order. We may postpone execution of an order if we believe on reasonable grounds that it is in your best interests to do so.

19.4 We may aggregate orders with orders for other clients or our own orders. 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.

19.5 Orders include: "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.
- 19.6 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 Transaction resulting from the execution of any order which you have not cancelled will be entered in your account.
- 19.7 Where we accept an order, we will act in accordance with our "Best Execution Approach", in accordance with paragraph 20 below. We shall notify you of any material changes to our "Best Execution Approach".

20. Best execution

- 20.1 The best execution obligation, referred to in our "Best Execution Approach" (which sets out our policy on best execution), may be owed to you where you are a Retail Client or you are a Professional Client and where we deem that you are reliant on us to protect your interest. As you are aware, we always deal with you as principal and operate primarily in request for quotes markets as outlined in our "Best Execution Approach". If you are an Eligible Counterparty Client, then best execution will not apply.
- 20.2 Subject to paragraphs 20.1, 20.5 and 20.7, we will take all sufficient steps to provide you with best execution in accordance with our "Best Execution Approach".
- 20.3 Best execution does not apply to foreign exchange spot Transactions but we will ensure any mark-ups applied to such Transactions are fair and reasonable.
- 20.4 A summary of our "Best Execution Approach" can be found on our Website and is available upon request from your Bank of Scotland representative.
- 20.5 Unless you notify us otherwise, we shall consider the continued placement of orders by you to constitute your acceptance of, and continued consent to, our "Best Execution Approach".
- 20.6 Where we receive your specific instructions in relation to how you want us to execute your order or Transaction, we will act in accordance with those specific instructions. By following your specific instructions, our regulatory duty of best execution in these circumstances will be affected by the specifics of your order and your instructions to us. Where we act in accordance with your specific instruction, we may not be able to comply with our "Best Execution Approach" and therefore we may not be able to provide you with the best possible result.
- 20.7 We will for some Financial Instruments, provide a quarterly report on our execution quality and an annual report of our top execution venues.

21. Execution Venue

- 21.1 We operate on a principal to principal basis, therefore any order or 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.
- 21.2 Certain Transactions may be subject to restrictions under Applicable Regulations which will require them to be concluded on a Market (including equivalent third country trading venues). In these circumstances, we will only execute these Transactions on such a Market.

22. Systematic Internaliser

- 22.1 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 ("OTF") or a Multilateral Trading Facility ("MTF")). 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).
- 22.2 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:

- i. the number of Transactions we undertake to enter into at the published quote; and
 - ii. the total number of Transactions that we undertake with other clients at the published quote.
- 22.3 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.

23. Incorrect pricing

- 23.1 In the event that any prices quoted by us are incorrect due to being unrepresentative of the current market value for a 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 Transaction.

24. Settlement

Method of settlement

- 24.1 Standard settlement will be on a delivery versus payment basis. We may, at our discretion, agree alternative settlement arrangements with you.
- 24.2 Unless otherwise agreed, cash settlement must be in immediately available, freely convertible funds of the relevant currency.

Payment and deliveries

- 24.3 Payments and, where not already held by us, certificates or other documents required to settle Transactions must be delivered by you in time to enable us to complete settlement within the time frames specified.
- 24.4 Where you are required to deliver or re-deliver an asset, 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.
- 24.5 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.
- 24.6 Where these documents, or immediately available funds, are not provided in the timeframe required for settlement we will not be obligated to settle any Transaction or account to you.

25. Transaction and trade reporting

- 25.1 Where we are obliged, by Applicable Regulations, to make transaction information public and/or available to a relevant regulator, you agree and acknowledge that:
- i. any and all proprietary rights in such transaction information is owned by us; and
 - ii. you waive any duty of confidentiality with respect to that information which we are required to disclose.
- 25.2 You must provide us with a LEI Code before we will undertake any Transactions for you unless you qualify for an exemption. Please contact your Bank of Scotland representative for information on whether you will qualify for this.
- 25.3 If you are an Investment Firm and/or subject to post trade reporting then, subject to paragraph 25.4, where we execute a reportable Transaction with you on an OTC basis, we both agree that the party acting as seller shall post trade report the Transaction in accordance with Applicable Regulations.
- 25.4 Where only one of us is acting as a SI and that party is also acting as the buyer in the Transaction, we both agree that the buyer will report the Transaction in accordance with Applicable Regulations.
- 25.5 You must inform us where any proposed Transaction would constitute a Short Sale, at or before you instruct us on, or enter into, the Transaction.
- 25.6 We will not make any trade or transaction reports on your behalf in respect of any Transactions unless otherwise agreed with you in writing.

26. Distribution arrangements

- 26.1 You agree and represent that you will only enter into Transactions in Financial Instruments for your own account and not in the capacity of Distributor unless we agree otherwise.
- 26.2 In the event that we agree, you acknowledge that we and you may have certain obligations under the Markets in Financial Instruments Directive and related rules ("MiFID") and you agree that you will provide us with, and we may provide you with, certain information which may be necessary for us to meet our obligations under MiFID.
- 26.3 Should you wish to distribute any of the Financial Instruments provided by us please contact your Bank of Scotland representative.

- 26.4 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 Transactions.

27. Costs and charges

- 27.1 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 Transactions in our Financial Instruments as agreed between us. Information will be provided in "Our Approach to Costs and Charges" which is available from our Website or on request, and you can request a breakdown of our aggregated costs at any time.
- 27.2 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 Transactions.
- 27.3 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 and Financial Instruments and/or Transactions.

28. Limited disclosure of details of costs and charges – Professional and Eligible Counterparty Clients Only

- 28.1 If you are a Professional Client or an Eligible Counterparty 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 Client which 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 paragraph 27 (Costs and charges). Further information on our approach is available upon request from your Bank of Scotland representative.
- 28.2 If you are an Eligible Counterparty 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 paragraph 27 (Costs and charges). 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.

29. Full disclosure of details of costs and charges – Retail clients, and Professional or Eligible Counterparty Clients who request additional disclosure

- 29.1 Where we provide you with full disclosure of costs and charges, this means that 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 Transactions we provide;
 - provide you 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
 - provide you 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.

30. Agency

- 30.1 Your relationship with Bank of Scotland is based upon you acting as principal in respect of the Financial Instruments and/or Transactions 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 FI Terms. Where this disclosure is not made we will continue to treat you as our client, and not the underlying principal.
- 30.2 If you act as agent on behalf of one or more principals, whose identity you shall disclose:
- you accept these FI Terms for yourself and each principal;
 - you confirm that you have been authorised to disclose the identity of each principal and to accept these FI Terms on their behalf;

- iii. that you alone are our client and not the principal.
- 30.3 Where you act as agent, references to “you” in these FI Terms means you as agent, and not your principals.

31. Inducements

- 31.1 Except as provided in paragraph 31.2 below, we are not permitted to receive or provide any inducements from or to third parties. Inducements include any fees, commissions, monetary or non-monetary benefits in relation to any Transactions under these FI Terms or any Additional Terms where to do so may impair our duty to act honestly, fairly and professionally, in accordance with the best interests of our clients.
- 31.2 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 Transactions.
- 31.3 When you are an Investment Firm, which is subject to MiFID, 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.

32. Limitation of liability

- 32.1 No Bank of Scotland Person will be liable to you or any third party for any Loss you may suffer in connection with these FI Terms, any Additional Terms or any Transaction, except to the extent that such Loss arises as a direct result of the gross negligence, wilful default or fraud by any Bank of Scotland Person.
- 32.2 No Bank of Scotland Person will be liable to you or any third party in connection with any Transaction, the Financial Instruments Terms or any Additional Terms for:
- i. 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 Financial Instruments which are or were the subject of a Transaction or a potential Transaction;
 - ii. 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;

- iii. 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 Financial Instruments 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 which 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;
 - iv. any liability however arising in relation to our giving, withholding or withdrawing consent in connection with these FI Terms, any Additional Terms, a Transaction, or Financial Instruments.
 - v. any communication or document produced or information provided by you in relation to a Transaction; or
 - vi. any action or omission by you or by any third party under or in connection with these FI Terms or any Additional Terms, including any failure to provide us with accurate information and/or documentation that we may need to fulfil our obligations under these FI Terms. These FI Terms and any Additional Terms set out the full extent of our duties and no Bank of Scotland Person is subject to any fiduciary or equitable duties which: (i) are more extensive than the obligations set out in these FI Terms or, any Additional Terms; or (ii) would prevent us or any Associate from carrying out any services or activities with or for other persons.
- 32.3 Nothing in these FI Terms or, any Additional Terms will require any Bank of Scotland Person to take or not to take any action which would in our opinion breach Applicable Regulations.
- 32.4 The provisions of this paragraph 32 (Limitation of liability) will only limit the liability of any Bank of Scotland Person to the extent permitted by Applicable Regulations.
- 32.5 Nothing in these FI Terms or any Product Agreements 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

the rules of our regulators. Notwithstanding any provision of these Terms or, any Additional Terms, we shall be entitled to take any action that we consider reasonably necessary to ensure compliance with Applicable Regulations.

33. Indemnity

- 33.1 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 or Financial Instruments as a direct result of:
- i. any breach or alleged breach by you and/ or any person acting on your behalf of any provision of these FI Terms, any Product Agreement or any Applicable Regulations; and
 - ii. 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.

34. Termination

- 34.1 These FI Terms may be terminated in circumstances set out in paragraphs 9.3, 12.4 and 31 of the Bank of Scotland General Terms of Business. Product Agreements may have differing termination provisions.

35. General provisions

Entire agreement

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

Severability

- 35.2 If any provision of these FI Terms is found by any court or regulatory or administrative body of competent jurisdiction to be invalid or unenforceable, then:
- i. the invalidity or unenforceability of that provision will not affect the other provisions of these FI Terms, which will remain in full force and effect;
 - ii. if that provision would be valid or

enforceable if part of it were deleted, then the provision in question will apply with such modification(s) as may be necessary to make it valid and enforceable; and

- iii. if paragraph 35.2(ii) 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 which achieves to the greatest extent possible the same effect as would have been achieved by the invalid or unenforceable provision.

No Waiver

- 35.3 A failure or delay by us in exercising any right in respect of these FI 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 FI Terms.

Rights of Third Parties

- 35.4 Subject to paragraph 32.4 of the Bank of Scotland General Terms of Business, the Contracts (Rights of Third Parties) Act 1999 shall not apply to these FI Terms.

Force majeure

- 35.5 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

- 35.6 These FI 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

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

Glossary

Additional Terms means Product Terms and Product Agreements.

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.

Applicable Regulations means any applicable laws, rules and regulations including without limitation, the Financial Services and Markets Act 2000, the rules of the FCA and the PRA, any rules, policies, guidelines and practices of a relevant regulator, the rules of a relevant Market and all other applicable laws, rules, procedures, codes, standards and regulations (including without limitation, accounting rules, anti-money laundering and economic sanctions legislation).

Business Day means a day (other than a Saturday or Sunday) in which we are open for normal business in London.

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.

Distributor means an Investment Firm which offers, recommends or sells Financial Instruments or provides Investment Services to clients.

EEA means the European Economic Area.

Eligible Counterparty Client means a client that we have classified as an Eligible Counterparty Client in accordance with the rules of the FCA.

FCA means the Financial Conduct Authority or any successor regulator.

Financial Instruments means, without limitation, financial and commodity derivatives, structured investment products, and transferable debt securities and any other financial instruments which we may provide from time to time, including foreign exchange spot contracts, and all foreign exchange derivative contracts (whether or not they are Financial Instruments).

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 any 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.

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 which a person may incur or which may be made against such person.

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.

Market means a Regulated Market, a Multilateral Trading Facility and an Organised Trading Facility each as defined in the rules of the FCA.

PRA means the Prudential Regulation Authority or any successor regulator.

Professional Client means a client classified by us as a professional client in accordance with the rules of the FCA.

Product Agreements means standardised market-facing agreements that you will be required to enter into if you wish to transact certain Financial Instruments.

Product Terms means terms and conditions that are specific to our Financial Instruments.

Retail Client means a client that is not an Eligible Counterparty Client or Professional Client.

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.

Transaction means any transaction you enter into with us for the provision of Financial Instruments.

Get in touch

 bankofscotland.co.uk/business

 0345 300 0268

7am-8pm Monday to Friday,
and from 9am-2pm on Saturday,
excluding UK public holidays

 Visit your local branch

Please contact us if you'd 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 the Next Generation Text (NGT) Service (previously Text Relay/Typetalk) or if you would prefer to use a Textphone, please feel free to call us on **0345 300 2755** (lines open 7am-8pm, Monday-Friday and 9am-2pm Saturday).

Calls 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. Please note that any data sent via email is not secure and could be read by others.

Bank of Scotland plc. Registered Office:
The Mound, Edinburgh EH1 1YZ.
Registered in Scotland No. SC327000.

Authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority under Registration number 169628. Eligible deposits with us are protected by the Financial Services Compensation Scheme (FSCS). We are covered by the Financial Ombudsman Service (FOS). Please note that due to FSCS and FOS eligibility criteria not all business customers will be covered.

