

**TRANSFER TO BARCLAYS BANK IRELAND PLC
SUMMARY OF CONTRACTUAL AMENDMENTS FOR
OVERSEAS FIDUCIARIES & FUND ADMINISTRATORS**

Our previous communications and the Frequently Asked Questions document explains the key changes that will occur as a result of the transfer of you or your clients' products and services and the underlying contractual arrangements from Barclays Bank PLC (“**BBPLC**”) to Barclays Bank Ireland PLC (“**BBI**”) (the “**Transfer**”). We have now prepared a consolidated version of the BBI terms which reflect these changes. A copy of these terms can be viewed on the Barclays website at <https://home.barclays/who-we-are/our-strategy/preparing-for-brexite/> under the “Overseas Fiduciaries & Fund Administrators” tab.

The below table sets out a summary of the key contractual amendments which will apply to all transferring agreements (including ancillary documents) (the “**Transferring Agreements**”) that relate to Overseas Fund Administrators & Fiduciary clients. Clients do not need to take any action for the transfer and these changes to become effective.

The purpose of this summary is to provide an explanation of the key amendments made to the Transferring Agreements as part of the Transfer. This summary is not an exhaustive list of amendments made as part of the Transfer. It is also worth noting that sterling current accounts, mortgages / loans secured over UK property and any products and services you or your client's may hold outside of the United Kingdom (“**UK**”) and Ireland, will not be transferring to BBI and there will be no changes to the terms which govern these products and services.

The contents of this document are provided for information purposes only. Barclays does not provide, and has not provided, any investment advice through this document in relation to the matters described herein and is not responsible for providing or arranging for the provision of any specialist advice, including legal, regulatory, structuring, actuarial, accounting, model auditing or taxation advice or services in relation to the matters described in this document. For the avoidance of doubt, nothing in this document constitutes or should be relied upon as legal, tax, accounting or regulatory advice and you should seek your own professional advice as you deem necessary. In addition, not all of the information contained on this document may relate to you or to every aspect of your business with Barclays.

<i>No.</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
General Changes to the Transferring Agreements			
1.	Website details	References to the website of BBPLC shall be treated as a reference to the website of BBI (to the extent relevant) or such other website as notified to an in-scope client or counterparty from time to time.	As Barclays' websites are not generally entity specific, any reference to a website of BBPLC shall be deemed to be a reference to the website of BBI (to the extent relevant). In the event that a website address requires changing, such other website address shall be notified to the relevant client or counterparty.
2.	Account details	Provisions relating to account details of BBPLC in respect of assets transferring shall be amended to refer to such account details as BBI shall specify.	As products are transferring from BBPLC to BBI, any references to the account details of BBPLC shall be amended to refer to the account details of BBI and any references to how client accounts are maintained by BBPLC shall be amended to refer to how such accounts are maintained by BBI.
		Provisions relating to account details of any company, in-scope client or any other person maintained by BBPLC shall be amended to refer to such details as maintained by BBI.	
		Provisions relating to any right, power or discretion of BBPLC in respect of the balance of an in-scope client's bank account shall be amended to refer to the equivalent right, power or discretion of BBI.	
3.	Directors, officers, representatives or employees	Provisions relating to the directors, officers, representatives, employees or agents of BBPLC, including all rights and/or duties exercisable by or responsibilities to be performed by BBPLC, shall be amended to refer to the equivalent directors, officers, representatives, agent, employees or agents of BBI and the equivalent rights and/or duties exercisable by or responsibilities to be performed by BBI.	As a result of the business transferring from BBPLC to BBI, any references to the staff members (e.g. directors, employees or agents) of BBPLC shall be amended to refer to the equivalent positions within BBI.
4.	Rates, charges,	Provisions relating to any rate, charge, tariff, fee or terms and conditions published by BBPLC shall be amended to	As a result of the business transferring from BBPLC to BBI, any reference to rate, charge,

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	tariffs, fees, terms and conditions	refer to the equivalent rate, charge, tariff, fee or terms and conditions published by BBI and any variation or amendment of such rate, charge, tariff, fee or terms and conditions by BBPLC shall afford BBI the same rights with respect to such variation or amendment.	tariff, fee or terms and conditions shall be deemed to have been published by BBI. BBI shall also have the same rights to vary or amend such rate, charge, tariff, fee or terms and conditions.
5.	Acting as agent	Provisions relating to BBPLC acting as agent for another member of the Barclays group or another person shall be amended to refer to BBI acting as agent in the same capacity.	As BBPLC can no longer conduct business with European Economic Area (“EEA”) clients, BBI will replace BBPLC as the agent for another member of the Barclays group or another person.
6.	Incorporation of terms	Provisions relating to the incorporation of terms in a document entered into with BBPLC that will be transferred and shall be amended to refer to a reference to the relevant BBI document.	To maintain the consistency of the documents that are being transferred, the incorporation of terms in a document with BBPLC shall be amended to incorporate the equivalent terms in the transferred document with BBI.
7.	Ratings	<p>A credit rating of a particular rating agency in relation to BBPLC shall be construed as, and take effect as, a credit rating of that rating agency in relation to BBI, provided that a reference to a credit rating from Moody's Investor Services ("Moody's") in relation to BBPLC shall be:</p> <ul style="list-style-type: none"> • deleted if a rating is also specified in the relevant provision for each of Standard & Poor's ("S&P") and Fitch Ratings ("Fitch"); • if a rating is also specified for S&P but not for Fitch, replaced (mutatis mutandis) with the Fitch Equivalent Rating for Moody's; • if a rating is also specified for Fitch but not for S&P, replaced (mutatis mutandis) with the S&P 	<p>BBPLC has ratings from Moody's, S&P and Fitch, while BBI only has ratings from S&P and Fitch.</p> <p>Accordingly, if an agreement includes a rating requirement in respect of BBPLC which references ratings from each of Moody's, S&P and Fitch, the references to Moody's are deleted.</p> <p>If an agreement includes a rating requirement in respect of BBPLC which references ratings from each of Moody's and S&P (but not Fitch), the references to Moody's will be replaced with references to the equivalent rating for Fitch.</p> <p>If an agreement includes a rating requirement in</p>

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		<p>Equivalent Rating for Moody's;</p> <ul style="list-style-type: none"> if no rating is specified for S&P or Fitch, replaced (mutatis mutandis) with the S&P Equivalent Rating for S&P and the Fitch Equivalent Rating for Fitch in which case, in respect of any provision which provides a consequence (such as, without limitation, a right to terminate) in the event of BBPLC not having a specified rating from Moody's (howsoever expressed), such consequence shall instead be triggered by BBI not having the S&P Equivalent Rating from S&P or the Fitch Equivalent Rating from Fitch. <p>For the purposes of the above, "S&P Equivalent Rating" and "Fitch Equivalent Rating" means: In respect of a long-term or short-term credit rating in respect of BBI, the rating of S&P or Fitch (as applicable) shown in the table below as being equivalent to the Moody's rating specified in the relevant provision of the relevant agreement or instrument. In respect of a credit rating of BBI, if the relevant Moody's rating below is equivalent to more than one S&P or Fitch rating (as applicable), the highest of such S&P or Fitch ratings (as applicable) shall apply.</p> <table border="1" data-bbox="456 1225 1122 1386"> <thead> <tr> <th colspan="2">Moody's rating</th> <th colspan="2">S&P Equivalent Rating</th> <th colspan="2">Fitch Equivalent Rating</th> </tr> </thead> <tbody> <tr> <td>Long</td> <td>Short</td> <td>Long</td> <td>Short</td> <td>Long</td> <td>Short</td> </tr> </tbody> </table>	Moody's rating		S&P Equivalent Rating		Fitch Equivalent Rating		Long	Short	Long	Short	Long	Short	<p>respect of BBPLC which references only Moody's, the references to Moody's will be replaced with references to the equivalent ratings from Fitch and S&P. In respect of any provision in such an agreement providing a consequence (such as a termination right) if BBPLC does not have the required Moody's rating, such consequence shall instead be triggered by BBI not having the required S&P rating or the required Fitch rating.</p>
Moody's rating		S&P Equivalent Rating		Fitch Equivalent Rating											
Long	Short	Long	Short	Long	Short										

No.	Amendment type	Description of change						Explanation		
		Term	Term	Term	Term	Term	Term			
		Aaa	P-1	AAA	A-1+	AAA	F1+			
		Aa1		AA+		AA+				
		Aa2		AA		AA				
		Aa3		AA-		AA-				
		A1		A+		A-1		A+	F1/F1+	
		A2	P-2/P-1	A		A	F1			
		A3	P2/P-1	A-	A-2	A-	F2/F1			
		Baa1	P-2	BBB+		BBB+	F2			
		Baa2	P-3/P-2	BBB	A-3	BBB	F3/F2			
		Baa3	P-3	BBB-		BBB-	F3			
		Ba1	NP (Not Prime)	BB+		B	BB+	B		
		Ba2		BB	BB					
		Ba3		BB-	BB-					
		B1		B+	B+					
		B2		B	B					
		B3		B-	B-					
		Caa1		CCC+	C		CCC		C	

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8.	Law and regulation	<p>References to BBPLC being an authorised institution under the Banking Act 1987, shall be amended to refer to BBI being an authorised institution under the Central Bank Act 1971 of Ireland.</p> <p>References to the Bank of England, Prudential Regulation Authority (“PRA”), Financial Conduct Authority (“FCA”) in the UK or Financial Services Authority as the regulatory authority of BBPLC shall be amended to refer to the Central Bank of Ireland’s (“CBI”) and/or the European Central Bank as the regulatory authority of BBI.</p> <p>References to BBPLC being a UK tax resident or a bank recognised by HMRC or the UK Inland Revenue shall be deleted.</p> <p>Provisions relating to BBPLC's duty to comply with applicable laws, regulations, rules or requirements (including tax treaties and international tax arrangements) because it is registered or domiciled in the UK but not applicable to BBI shall be amended to refer to the equivalent applicable laws, regulations, rules or requirements for BBI because it is registered or domiciled in Ireland and shall be deleted if there are no such equivalent laws, regulations, rules or requirements.</p>	<p>As BBI is incorporated in Ireland and is regulated by the CBI and the European Central Bank, any references or provisions in connection with the governing law and regulation, rules, requirements and regulatory authorities in the UK shall be amended to refer to its equivalent in Ireland or shall be deleted if there are no such equivalent law and regulation, rules or requirements.</p>																														

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		<p>Provisions relating to BBI's or other parties' duty to comply with the applicable laws, regulations, rules or requirements of the UK shall remain unchanged, including as a result of the contract, document or instrument being governed by English law, except that:</p> <p>(a) references to the bribery, anti-corruption and/or anti-money laundering laws and regulations of the UK shall be amended to refer to the applicable regulations and laws for BBI; and</p> <p>(b) references to a sanctions authority shall be amended to also refer to a sanctions authority of Ireland.</p>	
9.	'Business day' definition	<p>References to a business day, or dates on which commercial banks are open for business, in London, England or the UK shall be amended to a business day in Dublin, Ireland, except that in respect of a payment to be made in pounds sterling, Dublin, Ireland shall be added to the existing definition of business day.</p>	<p>As BBI is located in Dublin, references in an agreement to London in a Business Day definition shall be amended to reference a business day in Dublin, Ireland. This amendment shall not be made however in the circumstances where there is a need under the relevant agreement for London to be open for business such as where, for example, the underlying assets are held in the UK securities depository CREST or the inter-bank rates referenced by such agreement (or transaction entered into thereunder) are set in London.</p> <p>In addition, in respect of any business day definition which determines the date on which payments are to be made, if London has been specified as a business day, Dublin shall be added as a business day (in addition to London).</p>

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10.	Stock exchange	Any references to the Dublin Stock Exchange shall be amended to refer to the Irish Stock Exchange.	The Dublin Stock Exchange appears as an erroneous reference in certain documents, as such any references to the Dublin Stock Exchange shall refer to the Irish Stock Exchange.
11.	Business Letters	<p>The strapline of each business letter issued by BBPLC shall be amended to include the language relating to the relevant directors' details at the company's registered office.</p> <p>The strapline of each business letter issued in London shall be amended to include language in relation to the disclosure of calls being recorded for security or other purposes.</p> <p>Each business letter or other document that includes a regulatory disclosure statement or is required to include a regulatory disclosure statement in accordance with the CBI's Consumer Protection Code 2012 or other rules or requirements applicable in Ireland shall be amended to include:</p> <p>(a) language that specifies BBI is regulated by the CBI; and</p> <p>(b) where another trading name is used, that other trading name.</p>	As business letters will be deemed to have been issued from BBI, the strapline of business letters shall be amended to comply with BBI's requirements.
12.	Process agent	Each English law governed Transferring Agreement, shall be amended to include the irrevocable appointment by BBI of BBPLC as its agent to accept service of process in England for any disputes arising under or in connection therewith.	As BBI is incorporated and located in Ireland, BBPLC shall act as BBI's process agent to accept service of process in England for any disputes arising under or in connection with English law governed documents.

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13.	Article 55 of the Bank Recovery and Resolution Directive	Provisions relating to the bail-in powers of resolution authorities in all EU27 member states under the Bank Recovery and Resolution Directive (“ BRRD ”) shall be included in all of the agreements.	The BRRD ensures that any exercise of bail-in powers by a resolution authority will automatically be effective within the EU. However, for contracts which are governed by the law of a non-EU country (which will include the UK post-Brexit) which contain a relevant liability, Article 55 of the BRRD provides that a contractual term can be included in such contracts to ensure that the bail-in powers under the BRRD shall apply to such contracts.
14.	Insolvency Set-off	Any provisions prohibiting the exercise of any set-off right in respect of amounts owed under an agreement shall be amended such that it does not prohibit the exercise of any insolvency set-off right arising under Irish law in the event of the insolvency of BBI.	<p>Under English insolvency laws, any restriction on a client exercising a set-off right included in an agreement entered into by BBPLC would not prevent the operation of mandatory insolvency set-off in the insolvency of BBPLC as it is not possible to contract out of the operation of English insolvency set-off.</p> <p>There is historic case law which suggests that the Irish courts would uphold a restriction on set-off included in an agreement in the insolvency of one of the parties to such agreement. As a result, an amendment is included to ensure that any restriction on set-off included in an agreement entered into by BBI does not prevent the exercise by a client of an insolvency set-off right in the event of the insolvency of BBI so that clients are in the same position in this respect as they would have been in the insolvency of BBPLC.</p>

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15.	Tri-party Set-off	<p>Any provision in an agreement entered into by BBPLC providing a set-off (or similar) right to BBPLC or the client shall be amended so that:</p> <p>(a) any reference to BBPLC as payee (i.e. the party that is owed an amount under the relevant agreement) in that set-off provision shall be replaced with a reference to both BBPLC and BBI; and</p> <p>(b) any reference to BBPLC as payor (i.e. the party that owes an amount under the relevant agreement) in that set-off provision shall be amended to refer to BBI and BBPLC.</p>	<p>Prior to the Transfer, a client's sole relationship was with BBPLC and all its agreements were therefore entered into with BBPLC. Any set off provision in favour of BBPLC or the client in such agreements could therefore have been relied upon to set off amounts owed under any of such agreements.</p> <p>To maintain this position, any set off provision included in an agreement is expanded such that (using BBPLC as an example) where BBPLC had a set-off right against a client in an agreement both BBPLC and BBI shall now have that set-off right and where the client had a set-off right against BBPLC, the client shall now have a set-off right against both BBPLC and BBI.</p>
16.	General sharing of information	Provisions shall be amended as required to permit each of BBPLC, BBI and their respective professional advisers and other representatives to share information with each other, subject to applicable laws and regulations.	For the purpose of maintaining the continuity of business, each of BBPLC, BBI and their respective professional advisers and other representatives shall be able to share information with each other subject to compliance with applicable laws and regulations.
17.	Account functionality and scope of services	<p>References to overdrafts, Personal Reserves and Emergency Borrowing shall be deleted.</p> <p>References to chequebooks and payments being made into or from accounts by cheque shall be deleted.</p> <p>References, terms or provisions relating to debit and/or charge cards associated with an account being provided shall be deleted.</p>	<p>BBI will not offer all of the services that were previously offered by BBPLC. References to the services that BBI will not offer shall be deleted.</p> <p>Further examples are included in relation to specific documents below but references to certain aspects of the accounts to be held with</p>

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		References to direct debits under the UK Direct Debit Scheme and to standing orders shall be deleted.	BBI and their services have been deleted from all transferring agreements. Overdrafts, Personal Reserves and Emergency Borrowing will not be made available on BBI accounts and so references to these have been deleted. Since BBI will not be offering these services either, references to payments being made into or from accounts by cheque, direct debits under the UK Direct Debit Scheme and standing orders have also been deleted, along with references to debit or charge cards associated with an account.
18.	Change in service provider	Any references to the "Barclays Bank PLC Base Rate", a rate set by Barclays Bank PLC or equivalent shall continue to be construed as references to the Barclays Bank PLC Base Rate, a rate set by Barclays Bank PLC or equivalent.	As mentioned in the general amendments, references to BBPLC will be updated to refer to BBI. References to BBPLC have been retained however in relation to rates as the BBPLC base rate will continue to be used under these agreements for the time being. If this specific amendment had not been included, the general amendment to change references from BBPLC to BBI would have changed the references from Barclays Bank PLC Base Rate to Barclays Bank Ireland PLC Base Rate or equivalent.
		The relevant language in the document strapline or description of regulatory status shall be updated to refer to BBI's details and to the details of the CBI, as BBI's regulator.	References to the registered address, contact details and regulator of BBPLC shall be updated to refer to the registered address, contact details and regulator of BBI.

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			References to these details, as well as to other details of BBI, have been updated in the descriptions of regulatory status, as has the relevant language in the document straplines.

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Specific Changes to the Barclays Bank Terms			
1.	Account functionality and scope of services	References to Individual Savings Accounts (ISAs) shall be deleted).	As set out above, BBI will not offer all of the services that were previously offered by BBPLC. References to services not offered by BBI shall be deleted.
2.		References to offshore services from Jersey, Guernsey, and the Isle of Man shall be deleted.	
3.		References to financial planning services shall be deleted	
4.		References to safe keeping and safe custody services shall be deleted	
5.		References to bill payment services shall be deleted.	
6.		References to hold mail services shall be deleted.	
7.	Change in service provider	Any references to both BBPLC and BBI (or any references to branches of BBPLC) shall be construed as, and take effect, as a reference to BBI only.	Where there are references to both BBPLC and BBI in the terms of business, any reference to BBPLC shall be amended to refer to BBI under the general amendments. This would result in duplicative references to BBI without this specific amendment. Any references to branches of BBPLC shall also be updated to refer to BBI, rather than to branches of BBI.
8.		References to the FCA's register of UK authorised firms shall be replaced with references to the CBI's register of Irish authorised firms.	As BBI is authorised by the CBI, any references to the FCA's register of authorised firms shall be amended to refer to the equivalent register kept by the CBI.
9.		References to the EEA or to EEA currencies shall be amended to refer to the UK or EEA or EEA currencies and/or sterling	Sterling payments or payments within the UK will continue to be treated in the same way by BBI as payments in EEA currencies or within the EEA

			after the UK leaves the EEA. As the UK is expected to leave the EEA, we have amended references to payments in EEA currencies and to the EEA to refer to sterling and/or EEA currencies or the UK and/or the EEA to ensure that this is reflected in the terms.
10.	Change to specific regulations or legislation	References to UK rules on dormant and lost accounts are replaced with references to the Irish Dormant Account Fund.	<p>References to specific UK regulations and legislation shall be amended to refer to the relevant Irish regulation or legislation or shall be deleted.</p> <p>The UK rules on dormant and lost accounts do not apply to BBI so references to these rules shall be replaced with references to the Irish Dormant Account Fund instead.</p>
11.	Change in service provider	Accounts which could be held with a UK bank must now be held with BBI	A provision on clients nominating an account to provide cash for transactions, receive dividends or coupons etc. previously required that account to be provided by a UK bank or building society. As BBI is based in Ireland, this has now been amended to require that the account must be with BBI, as is required under the Barclays Bank Terms.
12.	Change in service provider	References to the FCA Rules and the PRA Rules shall be amended to refer to applicable regulatory requirements.	As BBI is an Irish entity, regulated by the CBI, any references to the rules of the FCA, PRA or other UK rules and regulations shall be amended to refer to applicable regulatory requirements, which includes Irish regulatory requirements and the rules of the CBI.
13.	Change in service provider	References to accounts or to services being provided in or outside of the UK shall be amended to refer to accounts or services being provided in or outside of	As BBI is based in Ireland, services and accounts that were previously considered to be provided in the UK by BBPLC, will now be considered to be

		Ireland.	provided in Ireland by BBI.
14.	Change in service provider	References to cash being held as client money shall be deleted.	Where BBPLC holds a client's cash, it is generally held as banker and not as trustee in accordance with the FCA's rules and regulations. Upon transfer to BBI, BBI will continue to hold client cash as banker and will not hold client money. As a result, references to cash being held as client money shall be deleted.
15.	Change in service provider	References to physical branches of BBPLC/BBI and services which can be provided there shall be deleted	BBI will not have physical walk-in branches, where information may be made available or customers may pay in cash or cheques. As BBI will not have physical walk-in branches, it will not be possible for BBI to provide these services and so references to them have been deleted.
16.	Changes relating to custody services	References to the FCA's client assets rules shall be adapted to refer to the Global Client Assets Policy.	Following discussions with the CBI, BBI intends to continue to offer client asset protections to transferring clients in line with its Global Client Assets Policy (which aligns with the Markets in Financial Instruments Directive (2004/39/EC)(“ MiFID II ”) client assets and safeguarding requirements) and in line with the standards set by the FCA client assets rules, rather than in line with local Irish client assets rules. As a result, references to the FCA's client assets rules shall be replaced with references to the Global Client Assets Policy and the terms continue to offer the client assets protections available under FCA client assets rules except where this is inconsistent with Irish regulation.
17.	Change to	References to provision of "restricted advice" shall be amended to refer to "non-independent advice".	References to specific UK regulations and legislation, or to defined terms which have a

	specific regulations or legislation		<p>different name or usage under Irish regulation or legislation, shall be amended or deleted.</p> <p>The Barclays Bank Terms include reference to the provision of "restricted advice". However, the references shall be amended as Irish regulation does not use the term "restricted advice", but rather refers to "non-independent advice".</p>
18.	Change in references to the UK deposit and investor guarantee scheme	References to deposits being protected under the UK Financial Services Compensation Scheme shall be replaced with references to deposits held with BBI being protected under the Irish statutory deposit guarantee scheme (the “ Irish Deposit Guarantee Scheme ”).	As eligible deposits held with BBI are protected by the Irish schemes, any references to the UK FSCS shall be amended to refer to the Irish Deposit Guarantee Scheme.
19.	Change in references to the UK Financial Ombudsman (“FSCS”) to reflect Irish	References to the UK Financial Ombudsman Services shall be replaced with references to the Irish Financial Services and Pensions Ombudsman.	As eligible clients of BBI are protected by the Irish schemes, any references to the UK Financial Ombudsman shall be amended to refer to the Irish Financial Services and Pensions Ombudsman.

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