# 2.1

#### About the Trustee(s) and the Authorised Signatories

Please insert details of all the trustees of the Scheme in the space provided below (including any "Additional Trustees" or "Reserve Trustees" appointed under the rules of the Scheme, who become trustees on the death of any trustee who is an individual). Please also provide details of the Authorised Signatories, if a trustee is a limited company the bank may request further information.

Please continue on a separate sheet where necessary.

-				
LFILC	OO/	CICT	natory	, 7
IIIus	CC	214	Hator	y 1

Title Mr

Ms

Other (please specify)

X

LORD.

Your last name

RYAN

Your first names

JOHN MICHAEL

Gender

Date of Birth (DD/MM/YY)

MALE.

01-05-50

Nationality

BRITISH

Dual Nationality (if applicable)

Permanent address (include postcode)

Centuryan House Grotto Lane Over Peover Knutsford Cheshire WA16 9HL

Please also provide the date the individual moved to this address - if less than 3 years ago, please also complete the previous address section (DD/MM/YY)

Country

Previous address

Date moved to this previous address (DD/MM/YY)

A complete 3 year address history must be provided (use separate sheet if necessary)

Date (DD/MM/YY)

Position(s) (e.g., Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

Member Trustee

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

Member Trustee and Authorised Signatory

Trustee/signatory 2

Mr

Mrs

Miss

Ms

Other (please specify)

X

Your last name

RYAN.

Your first names

LYNE NORMA.

Gender

Date of Birth (DD/MM/YY)

FEMALE

30/12/49

Nationality

BRITISH

Dual Nationality (if applicable)

Permanent address (include postcode)

Centuryan House Grotto Lane Over Peover Knutsford Cheshire

Please also provide the date the individual moved to this address - if less than 3 years ago, please also complete the previous address section (DD/MM/YY) Country

Previous address

Date moved to this previous address (DD/MM/YY)

A complete 3 year address history must be provided (use separate sheet if necessary)

Date (DD/MM/YY)

Position(s) (e.g., Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)

Trusteo

If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

1. h lyan

2.2

Only to be completed on behalf of the Corporate Trustee and its Authorised Signatory

On behalf of the Trustee and its Authorised Signatory 1	On behalf of the Trustee and its Authorised Signatory 2
Title Mr Mrs Miss Ms Other (please specify)  LORD	Title Mr Mrs Miss Ms Other (please specify)
Your last name RYAN	Your last name
Your first names TOHN MICHAEL	Your first names
Registered Number (if applicable)	Registered Number (if applicable)
Registered Office (include postcode)	Registered Office (include postcode)
Country	Country
Date of incorporation (DD/MM/YY)	Date of incorporation (DD/MM/YY)
Country of incorporation	Country of incorporation
Position(s) (e.g., Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc) Trustee Authorised Signatory	Position(s) (e.g., Trustee, Professional Trustee, Member Trustee, Authorised Signatory etc)
If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here	If more than one position is held (e.g. Member Trustee and Authorised Signatory), please note each position here

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# About the Trustee(s) and the Authorised Signatories

Only to be completed on behalf of the Corporate Trustee and its Authorised Signatory

continued

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On behalf of the Trustee and it	ts Authorised Signatory	/3	On beh	alf of the	Trustee a	nd its A	Authorised Signatory 4
Title Mr Mrs Miss Ms	Other (please specify)		Title Mr	Mrs	Miss	Ms	Other (please specify)
Your last name			Your last na	me			
Your first names			Your first na	imes			
Registered Number (if applicable)			Registered	Number (if ap	plicable)		
Registered Office (include postcode)			Registered	Office (includ	e postcode)		
Country			Country				
Date of incorporation (DD/MM/YY)			Date of inco	orporation (DI	D/MM/YY)		
Country of incorporation			Country of	incorporation			
Position(s) (e.g, Trustee, Professional Trustee, Me	ember Trustee, Authorised Signator	y etc)	Position(s) (e	.g, Trustee, Pro	fessional Trus	tee, Memb	er Trustee, Authorised Signatory etc)
If more than one position is held (e.g. Member please note each position here	Trustee and Authorised Signatory	).	If more than	one position i	s held (e.g. M	ember Tru:	stee and Authorised Signatory),
/ //			please note	each position	nere		
J. Kya							
		us le la	Barred In				
3 Use of the Account							
3.1 Source of Initial Funds							
Please tick the relevant boxes below to indi	cate where the initial funds depo	sited in	to an Accoun	t are expecte	d to come fr	om.	
Investment maturity	Annual income		Inheritance			F	Retirement Capital
VAT Reclaims	HMRC Payments		Rental Incor				
	, minor by mena		Nemaimedi	ne			Savings
Sale of Asset	Existing Pension Fund	X	Redundanc	y Payment		E	Employment Contributions
Dividends							
3.2 Source of Subsequent	Funds						
Please tick the relevant boxes below to indi		posited	linto an Acco	unt are exper	ted to come	from	
Investment maturity	Annual income		Inheritance		o to come		Retirement Capital
X							E Total Suprair
VAT Reclaims	HMRC Payments		Rental Incor	ne		5	avings
Sale of Asset	Existing Pension Fund		Redundancy	v Payment			Employment Contributions
							X
Dividends							

3.3

#### Account Activity

Please tick one box below to indicate how frequently you expect there to be transactions on the Account(s) (i.e., deposits and withdrawals).

Quarterly

Fither

In line with regulated pension scheme parameters as defined by HM Revenue & Customs

X

Fewer than 200 transactions per year

transactions per year

Or: (tick one box)

1,000 to 9,999



200 to 999 transactions per year

10,000 transactions per year or more

3.4

#### Annual Income

What is the actual/anticipated annual income of the Scheme? (tick one box)

Less than £100,000



£100,000 to £249,999

£250,000 to £999,999

£1,000,000 to £9,999,999

£10,000,000 or more

3.5

#### Statement Frequency

Please tick one box below to indicate how frequently you wish to receive statements. If you do not tick any box, statements will be provided or made available monthly.

Monthly



Annually

4

## Declarations by the Trustees

I/We, the trustee(s) named in Section 2 above, request and authorise Bank of Scotland plc to open the Account(s) indicated in Section 1 in my/our name(s) as trustee(s) of the Scheme detailed in Section 1.2 above.

(Where relevant) I/We appoint each person named in Section 2 as an Authorised Signatory in relation to the Account(s). We confirm that their signing powers are as stated in the Signing Authority Mandate. We confirm that the specimen signatures set out in Section 2 are the signatures of the Authorised Signatories. We confirm that the trust deed and/or rules of the Scheme permit us to delegate authority to operate the Account(s) in the manner set out in the Signing Authority Mandate and we agree to pay Bank of Scotland plc for any losses suffered by it as a result of any operation of the Account(s) in accordance with our mandate to Bank of Scotland plc which is in breach of the trust deed and/or rules of the Scheme.

I/we agree that I/we will be jointly and severally liable as trustee(s) for all liabilities created pursuant to my/our agreement with Bank of Scotland plc for the Account(s), provided that the liability of the "Professional Trustee" or "Corporate Trustee" will be limited to the value of the assets of the Scheme but without prejudice to the full liability of the Member Trustee (if any).

I/We authorise and request Bank of Scotland plc to provide the Scheme auditors with such information as the Scheme auditors request in relation to the Account(s) until I/we withdraw this authorisation by notifying the Bank in writing.

I/We have received a copy of the following documents which contain terms comprising the "Agreement", as that term is defined in the Terms and Conditions for the Account(s) (please tick):

Application Form (to be completed, signed and returned by the applicant(s))



Terms and Conditions (to be retained by the applicant(s))



Mandate

X

Information to Support Your Account Leaflet (to be retained by the applicant(s))



Information about the current interest rate(s) applicable to the Account(s)

X

I/We agree to be bound by the terms of the Agreement.

I/We confirm that all of the information provided in or accompanying this form is true, accurate and complete.

I/We acknowledge that Bank of Scotland plc may pay commission to an introducer in consideration of the introducer introducing me/us to Bank of Scotland plc for the Account(s) and that further information about this commission is available from the introducer.

Where Bank of Scotland plc is the provider of the Scheme and where the trust deed and/or rules of the Scheme expressly permit this, I/we agree that Bank of Scotland plc can deduct from the Account(s):

- (a) all pension scheme related costs, fees and expenses that are payable to Bank of Scotland plc as provider and/or to any "Professional Trustee", "Corporate Trustee" or administrator of the Scheme; and/or
- (b) any tax liability of the Scheme incurred by Bank of Scotland plc and/or any "Professional Trustee" or "Corporate Trustee".

I/We agree that Bank of Scotland plc can deduct these sums without seeking further consent or authority from me/us. I/We understand that Bank of Scotland plc will give me/us fourteen days' prior written notice before it does this.

I/We confirm that the signatures set out in Section 6 below are those of all the validly appointed trustees under the Trust Deed(s) governing the Scheme.

I/We will indemnify Bank of Scotland plc for all losses, costs, claims, damages and expenses that Bank of Scotland plc suffers or incurs as a result of acting on any instructions (including instructions sent by fax provided such instructions are submitted in accordance with the Terms and Conditions of the Account(s)) given by me/us or on my/our behalf in accordance with the Agreement except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party.

#### 5

# Data Protection Notice (in this Section 5 only, 'We' refers to Bank of Scotland plc)

- Your information will be held by Bank of Scotland plc which trades as Bank of Scotland, part of the Lloyds Banking Group.
- The Lloyds Banking Group includes us and a number of other companies using brands including Lloyds TSB, Halifax and Bank of Scotland, and their associated companies. More information on the Group can be found at www.lloydsbankinggroup.com.
- Your personal information will be shared within the Lloyds Banking Group so that we and any other companies in our Group can look after your relationship with us. By sharing this information it enables us to better understand your needs, run your accounts, and provide products in the efficient way that you expect.
- We may ask you to provide physical forms of identity verification when you open your account. Alternatively, we may search credit reference agency files in assessing your application. The agency also gives us other details and information from the Electoral Register to verify your identity.

The agency keeps a record of our search, whether or not your application proceeds. Our search is not seen or used by lenders to assess your ability to obtain credit.

- Under the Data Protection Act you have the right of access to your
  personal data. The Act allows us to charge a fee of £10 for this service.
  If anything is inaccurate or incorrect, please let us know and we will
  correct it.
- It is important that you understand how the personal information you give
  us will be used. Therefore, we strongly advise that you read our Privacy
  Statement, which you can find at http://www.lloydsbankwholesale.com/
  Privacy-Statement/ or you can ask us for a copy.
- By signing this application, you agree to your personal information being used in the ways we describe in our Privacy Statement. Please let us know if you have any questions about the use of your personal information.

#### 6

#### Certificate of Authority and Signatures

Before signing below, please check all the information provided in this form and make sure you have received and read the documents forming your agreement with us for the account(s).

ALL Trustees must sign (not Authorised Signatories who are not Trustees)

We certify that we are entitled, under the terms of the Trust Deed(s) governing the Scheme, to sign this form and to operate the Account(s) in accordance with the Signing Authority Mandate and in accordance with the Account terms and conditions. We agree to indemnify Bank of Scotland plc against any loss

suffered as a result of any operation of the Account(s) in accordance with this form and/or the Account terms and conditions which is in breach of the terms of the Trust Deed(s).

-					
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- 1	ιu	-	LC	c	

Name

JOHN MICHAEL RYAN

Signature

J. Kyan,

Date (DD/MM/YY)

30/1/13

For and on behalf of the Professional / Corporate Trustee before this witness

N/A

Witness' signature

Print Witness' Name

Witness' Address

Trustee 2

Name

LYNNE NORMA RYAN.

Signature

1 h. Ryan

Date (DD/MM/YY

30/1/13

For and on behalf of the Professional / Corporate Trustee before this witness

Witness' signature

Print Witness' Name

Witness' Address

6 Certificate of Authority and Signatures	continued
Trustee 3 Name	Trustee 4
Signature	Signature
Date (DD/MM/YY)	Date (DD/MM/YY)
For and on behalf of the Professional / Corporate Trustee before this witness N/A	For and on behalf of the Professional / Corporate Trustee before this witness
Witness' signature	Witness' signature
Print Witness' Name	Print Witness' Name
Witness' Address	Witness' Address
	Please continue signing on a separate sheet and attach if necessary
	Please continue signing on a separate sheet and attach if necessary

# Please contact us if you'd like this in Braille, large print or on audio tape.

### www.lloydsbankwholesale.com

We accept calls via text relay. Please remember we cannot guarantee security of messages sent by e-mail.

We may monitor or record phone calls with you in case we need to check we have carried out your instructions correctly and to help improve our quality of service.

Bank of Scotland plc. Registered Office: The Mound, Edinburgh EH1 1YZ. Registered in Scotland no. 327000. Telephone: 0870 600 5000 Authorised and regulated by the Financial Services. Authority under registration number 169628.

#### Important information about compensation arrangements

We are covered by the Financial Services Compensation Scheme (FSCS). The FSCS can pay compensation to depositors if a bank is unable to meet its financial obligations.

We are covered by the rinarical services Compensation Scrience (1903) the 1904 can personnel depositors in a bank is disable to nice; its infancial obligations.

Most depositors - including most individuals and small businesses - are covered by the scheme.

In respect of deposits, an eligible depositor is entitled to daim up to £85,000. For joint accounts each account holder is treated as having a claim in respect of their share so, for a joint account held by two eligible depositors, the maximum amount that could be claimed would be £85,000 each (making a total of £170,000). The £85,000 limit relates to the combined amount in all the eligible depositor's accounts with the bank including their share of any joint account, and not to each separate account.

For further information about the scheme (including the amounts covered and eligibility to claim) please ask at your local branch, refer to the FSCS website www.FSCS.org.uk or call 020 7892 7300 or 0800 678 1100.

Deposits with us are held with Bank of Scotland plc. Accounts with Bank of Scotland plc include accounts with its divisions and trading names: Halifax, Intelligent Finance (IF), Birmingham Deposits with us are neigh with Bank of Scotland pic. Accounts with Bank of Scotland pic include accounts with its divisions and trading names. Halitak, Intelligent Finance (Fir), Briningham Midshires (BM Savings), Bank of Scotland, Brank of Scotland Private Banking, Bank of Scotland Brown of Scotland Treasury, Lloyds Bank of Scotland Brown of Scotland brand names are also deposits with Bank of Scotland plc. An eligible depositor's £85,000 limit relates to the combined amount in accounts under all of these names If you are unsure whether your account is held with Bank of Scotland plc please check your account literature

#### Service Promise

IFA confirmation	
(Tick here if this section is not applicable)	
(Tick here if the following declaration is applicable)	
I/We confirm that I/we supplied the applicant(s) with each of the following docu	uments prior to their signing this Application Form:
All Sections of this Application Form	Information to Support Your Account Leaflet
Terms and Conditions of the Account	Information about the current interest rate(s) applicable to the Account(s)
Mandate	
Name of IFA	Signed
N/A	
Address (include postcode)	
	Date (DD/MM/YY)

Internal use only		Relationship Ma	anager approval:
CMD ID		Form Complete	Additional standard diligence process complete (where shaded section of table applies)
SIC CODE		Name	
		CU Code	
Bank Use Only - Accou	nt details		
Account name			
Your account number	Sort Code	Date (DD/MM/Y	Υ)
Name		Authority held checke Signed	d by RM/Originator

The Sort Code and Account Number details of the new Account opened today must be inserted in the above boxes e.g. Account Name, Sort Code and Account No.

# Pension Fund Account Application Form



## **Guidance Notes for Completion**

Please complete all sections of the Application Form using BLOCK CAPITALS.

Text in italics gives you information to help you complete this form. If you need further assistance, please contact us. Please ensure that you have read the Data

Protection Notice in Section 7 of this Application Form before completing your details and signing.

#### Verification of Identity

When you open an account, we may ask for additional information to confirm your identity. Bank of Scotland plc, in common with other financial services providers, has account opening procedures which reflect current legal and regulatory requirements (and best practice industry guidance) aimed at preventing money laundering and terrorist financing. In the event that these

requirements are not satisfied but, nevertheless, money is paid into your account, Bank of Scotland plc may suspend operations on the account until identity is established. This is for your protection as well as ours, and is not intended to cause you inconvenience.

## Suitability of Account

Bank of Scotland plc does not give advice to any person regarding the suitability of any Account for investment purposes in connection with the Scheme. It is the sole responsibility of the trustee(s) to obtain suitable

professional advice that the Account is suitable for the Scheme's purposes. Bank of Scotland plc will not be liable in any circumstances where it is subsequently discovered that the Scheme could not open or operate any Account.

#### About the Scheme

Name of Account(s)

Please enter the name in which you want us to open the Account(s) (must be less than 40 characters).

# JOHN RYAN PENSION SCHEME

Please continue on a separate sheet where necessary.

Name of your Scheme

Statement Address Details

Mailing Name

Pension Practitioner .Com

Salutation

Date your Scheme was set up (DD/MM/YY)

Is the Scheme registered with (or approved by) HM Revenue & Customs and eligible to receive interest gross?

Yes No

(the "Scheme")

If 'yes', we must have received a copy of the confirmation of registration of the Scheme with HM Revenue & Customs and have been provided with the Pension Scheme Tax Reference before we pay interest gross.

Scheme Registration Number

Address (include postcode)

Daws House 33-35 Daws Lane London NW7 4SD

Country

United Kingdom

If 'no', or if we do not receive this supporting evidence, we will pay interest net.

Contact E-mail address

Contact Telephone number

You can give us additional contact names and addresses if you wish. Please use a separate sheet.

# Pension trust mandate



(the "Mandate")

To: Bank of Scotland plc (the "Bank")

We,

Tohn Michael Ryan

Lyne Word Ryan

and, where applicable,

(the "Individual Trustee(s)")

N/A

(the "Corporate Trustee(s)")

(the "Scheme")

confirm to the Bank our agreement to the Terms and Conditions set out in Section 3, that the following has been agreed by us in our capacity as Trustees of the Scheme and the Bank should act in accordance with the following until the receipt by the Bank of notice to the contrary signed in accordance with paragraph 5 of Section 1:

#### SECTION 1

- 1 We request that a banking relationship between us (in our capacity as Trustees of the Scheme) and the Bank be established.
- 2
- 2.1 We instruct the Bank to pay, honour and debit to any account(s) (whether in credit or overdrawn or becoming overdrawn in consequence of such debit) all cheques, drafts, payment instructions or requests or any other orders or receipts for money made, or purporting to be made, on behalf of the Scheme, provided they are signed or accepted or issued either (i) in writing signed in accordance with paragraph 4.1 of Section 1 or (ii) by electronic or other mechanical means in accordance with all relevant instructions which have been provided to the Bank by the Trustees (in their capacity as trustees of the Scheme).
- 2.2 In relation to the accounts in the name of the Scheme referred to in paragraph 2.1 above, we instruct the Bank:
  - (a) To accept and act in accordance with paragraph 4.2 of Section 1 to transfer funds between any account(s) in the name of the Scheme and to debit or credit such account(s) as is necessary to comply with such request or order.
  - (b) To act in accordance with paragraph 4.3 of Section 1 to withdraw or deal with any securities, documents or other property which the Bank may from time to time hold on the Scheme's or on the Trustees' (in their capacity as trustees of the Scheme) behalf whether for safe custody or otherwise.
  - (c) To accept for the credit of any of such account(s) any remittances tendered to the Bank in the name of the Scheme or in the name of the Trustees in respect of or on behalf of the Scheme or in the name of a Corporate Trustee in respect of or on behalf of the Scheme.
  - (d) To accept and act in accordance with paragraph 4.4 of Section 1 to approve and execute any agreement relating to the account(s) of the Scheme with the Bank for the provision of banking services by electronic or similar means such as those available but not limited to those electronic and on-line banking products and services available on www.lloydsbankcorporatemarkets.com/Products-and-Services.
- 2.3 We instruct the Bank to accept and act upon the signature of any two directors (or a director and company secretary) of a Corporate Trustee to confirm those persons from time to time authorised to sign on behalf of that Corporate Trustee, without any requirement for the Bank to obtain the confirmation, agreement or otherwise of any other Trustee or party.
- 3 All persons authorised to sign on behalf of the Scheme must be listed by name or designated e.g. "Any Individual Trustee" or "Any/The Corporate Trustee", it is often useful to specify different levels of signing power by the use of Panel A and Panel B signatories. By way of example, all of the Corporate Trustee signatories could be Panel A signatories and all of the Individual Trustee signatories could be Panel B signatories and instruction 2.2(a) above could require that payments below a certain amount are signed by any two Panel A signatories and a Panel B signatory but payments below that amount require any two Panel A signatories, or whatever combination is considered appropriate.

There is no obligation to make use of different levels of signing authority, and, if opting not to do so, insert all of the persons authorised to sign on behalf of the Scheme in Panel A and rule a line across the Panel B box. If you have any requirements that are not addressed by the space and combinations available please contact your Relationship Manager.

# DO NOT SIGN HERE - PLEASE SIGN AT SECTION 2 (AND ALSO AT PARAGRAPH 4 OF SECTION 4 IF YOU ARE ALSO AN AUTHORISED SIGNATORY OF A CORPORATE TRUSTEE) Panel A: Please rule a line across all spaces left blank. Full name Position held TOUSKEE

Panel B: Please ru	ule a line across all spaces left l	blank.		
Full name			Position held	
N/A				
In terms of the ins	tructions set out in paragraph	2 of Section 1, such instruc	tions may be given to the F	Bank as follows:
Instructions given	in accordance with paragraph	2.1		
or if there are no f	ion (e.g. a combination of Panel B signatories, a number of		s Monetary limitation	(if any)
Anthonsed	Signatory tone	1 A		

Monetary limitation (if any)

4.1

4.2 Instructions given in accordance with paragraph 2.2 (a)

Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)

# Pension trust mandate



(the "Mandate")

To: Bank of Scotland plc (the "Bank")	
We,	
	(the "Individual Trustee(s)")
and, where applicable,	
N/A	(the "Corporate Trustee(s)")
(together the "Trustees") of the	
	(the "Scheme")
and the Barbana and the Toronto Control of the Cont	
confirm to the Bank our agreement to the Terms and Conditions set out in Section 3, that the following has been agreed by us in	our capacity as Trustees of the

Scheme and the Bank should act in accordance with the following until the receipt by the Bank of notice to the contrary signed in accordance with paragraph 5 of Section 1:

#### **SECTION 1**

- 1 We request that a banking relationship between us (in our capacity as Trustees of the Scheme) and the Bank be established.
- 2
- 2.1 We instruct the Bank to pay, honour and debit to any account(s) (whether in credit or overdrawn or becoming overdrawn in consequence of such debit) all cheques, drafts, payment instructions or requests or any other orders or receipts for money made, or purporting to be made, on behalf of the Scheme, provided they are signed or accepted or issued either (i) in writing signed in accordance with paragraph 4.1 of Section 1 or (ii) by electronic or other mechanical means in accordance with all relevant instructions which have been provided to the Bank by the Trustees (in their capacity as trustees of the Scheme).
- 2.2 In relation to the accounts in the name of the Scheme referred to in paragraph 2.1 above, we instruct the Bank:
  - (a) To accept and act in accordance with paragraph 4.2 of Section 1 to transfer funds between any account(s) in the name of the Scheme and to debit or credit such account(s) as is necessary to comply with such request or order.
  - (b) To act in accordance with paragraph 4.3 of Section 1 to withdraw or deal with any securities, documents or other property which the Bank may from time to time hold on the Scheme's or on the Trustees' (in their capacity as trustees of the Scheme) behalf whether for safe custody or otherwise.
  - (c) To accept for the credit of any of such account(s) any remittances tendered to the Bank in the name of the Scheme or in the name of the Trustees in respect of or on behalf of the Scheme or in the name of a Corporate Trustee in respect of or on behalf of the Scheme.
  - (d) To accept and act in accordance with paragraph 4.4 of Section 1 to approve and execute any agreement relating to the account(s) of the Scheme with the Bank for the provision of banking services by electronic or similar means such as those available but not limited to those electronic and on-line banking products and services available on www.lloydsbankcorporatemarkets.com/Products-and-Services.
- 2.3 We instruct the Bank to accept and act upon the signature of any two directors (or a director and company secretary) of a Corporate Trustee to confirm those persons from time to time authorised to sign on behalf of that Corporate Trustee, without any requirement for the Bank to obtain the confirmation, agreement or otherwise of any other Trustee or party.
- 3 All persons authorised to sign on behalf of the Scheme must be listed by name or designated e.g. "Any Individual Trustee" or "Any/The Corporate Trustee". It is often useful to specify different levels of signing power by the use of Panel A and Panel B signatories. By way of example, all of the Corporate Trustee signatories could be Panel A signatories and all of the Individual Trustee signatories could be Panel B signatories and instruction 2.2(a) above could require that payments below a certain amount are signed by any two Panel A signatories and a Panel B signatory but payments below that amount require any two Panel A signatories, or whatever combination is considered appropriate.

There is no obligation to make use of different levels of signing authority, and, if opting not to do so, insert all of the persons authorised to sign on behalf of the Scheme in Panel A and rule a line across the Panel B box. If you have any requirements that are not addressed by the space and combinations available please contact your Relationship Manager.

4.3	Instructions given in accordance with paragraph 2.2 (b)	
	Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)	Monetary limitation (if any)
4.4	Instructions given in accordance with paragraph 2.2 (d) Signing combination (e.g. a combination of Panel A and Panel B signatories or if there are no Panel B signatories, a number of Panel A signatories)	Monetary limitation (if any)
5	We instruct the Bank that any notice to the Bank that it should no longer act in a page 1 should be signed as follows:	accordance with the terms of this Mandate in whole or in part as provided for o
	Signing combination (e.g. "Any one/two or all Trustees" or a combination of Panel A and Panel B signatories)	Monetary limitation (if any)

#### SECTION 2

All of the Individual Trustees and each Corporate Trustee (if applicable), are required to sign Section 2, in the case of any Corporate Trustee in accordance with resolution 1 of the Corporate Trustee in Section 4 and in doing so agree, accept and confirm their agreement (in their capacity as trustees of the Scheme) to the terms of this Mandate.

We, the Trustees, confirm that:

- (i) the following signatures under the heading "Trustees" are in the case of the Individual Trustees, those of the Individual Trustees and in the case of any Corporate Trustee are those of the appropriate Authorised Signatory/ies in accordance with resolution 1 in Section 4 of such Corporate Trustee;
- (ii) together the Individual Trustees and Corporate Trustees who have signed below are all the validly appointed trustees of the Scheme and are those persons authorised to sign this Mandate;
- (iii) the Trustees and the Authorised Signatory/ies who signed on behalf of any Corporate Trustee are entitled to sign on behalf of the Scheme in accordance with this Mandate;
- (iv) the following signatures under the heading "Other Authorised Persons" are those of the persons authorised to sign on behalf of the Scheme in accordance with this Mandate who are Authorised Signatories of any Corporate Trustee in accordance with resolution 2 in Section 4 and who did not sign on behalf of the Corporate Trustee under the heading "Trustees" or who are otherwise not Trustees;
- (v) all such signatures are genuine signatures of such persons; and
- (vi) all such signatures operate as specimen signatures of each of such persons.

To be completed by:

- All Trustees; and
- Anyone authorised to sign on behalf of a Corporate Trustee (if applicable); and
- Any scheme administrator or scheme practitioner or fund manager (if applicable)

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Please contact us if you'd like this in Braille, large print or on audio tape.

#### SECTION 3

#### Terms and Conditions

- 1 The Bank and the Trustees (in their capacity as trustees of the Scheme) agree that the following terms and conditions are the Terms and Conditions and, subject to the Terms and Conditions, apply to the accounts to which the Mandate applies.
- 2 None of the Terms and Conditions will affect the terms and conditions of the Scheme's existing accounts held with the Bank or any services provided to the Scheme by the Bank. In the event there is any conflict between the Terms and Conditions and any terms and conditions applying to such existing accounts and services, the other terms and conditions will apply to the exclusion of the Terms and Conditions.
- 3 The Bank undertakes to the Trustees that it will exercise reasonable care and skill when acting in accordance with the instructions of the Trustees referred to in the Mandate.
- 4 The Trustees acknowledge that if cheques are completed by printed, electronic or other mechanical means, such cheques may be easier to alter fraudulently or replicate than hand-written cheques. Any liability incurred by the Bank in respect of any such cheque will be dealt with in accordance with paragraph 6 of Section 3.
- To the extent that any account(s) in the name of the Scheme (or any accounts replacing or substituting those existing accounts) are overdrawn or become overdrawn following the Bank acting in accordance with the instructions set out in the Mandate, the Trustees agree that they will be jointly and severally liable for the repayment (with interest) of any such overdrawn sum and of any money advanced on any loan account save that: (i) such liability shall only be in respect of account(s) in the name of the Scheme and no other account(s) in any other name; and (ii) the liability of each and any Corporate Trustee shall be limited to the value of the assets of the Scheme but without prejudice to the joint and several liability of the other Trustees.
- The Bank shall not be liable for and the Trustees shall indemnify the Bank in respect of all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank arising out of or in connection with any cheques and payment instructions given in pursuance of the terms of the Mandate, unless it should have been readily apparent to a reasonable banker processing such cheques, payment or other instructions in the ordinary course of business that (where applicable) the signature or facsimile was not the signature or facsimile authorised by the Trustees or that any cheque or payment or other instructions had been altered or falsified in any way.
- 7 The Trustees will examine bank statements, confirmations and communications within a reasonable time after receiving them, and will promptly advise the Bank of any apparent mistake or discrepancy.
- 8 Where the Trustees specify monetary limitations in the Mandate they shall be designated in sterling.
- 9 Subject to the provisions on liability in any particular terms and conditions for any service with the Bank, the Trustees agree that they shall be liable to the Bank for all sums that become due to the Bank in connection with this Mandate. Furthermore, the Trustees agree to indemnify the Bank in respect of all or any actions, proceedings, losses, costs, claims, damages, charges or expenses that may be raised against or incurred by the Bank as a consequence of acting on any instructions given to the Bank in accordance with the Mandate, except in circumstances where any losses are as a result of the fraudulent actions of an unrelated third party.
- 10 The Bank will not be liable for any loss of profits, loss of goodwill, depletion of goodwill or similar losses, loss of anticipated savings, loss of or corruption of data or information or any indirect or consequential loss, costs, damages, charges or expenses or any form of special damages arising from the operation of the Scheme's account(s) whether or not such liability was foreseeable and whether or not the Bank has been advised of the possibility of such loss being incurred.
- 11 The Bank's total liability in contract, tort/delict (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the account(s) or any performance or contemplated performance of the terms of the Mandate shall be limited to the monetary amount of the relevant transaction in relation to the account(s) in respect of which the Bank has incurred a liability hereunder.
- 12 Nothing in the terms of the Mandate limits or excludes the liability of the Bank for fraud or fraudulent misrepresentation by the Bank or its employees or agents or the liability of the Bank for death or personal injury caused by the negligence of the Bank or its employees or agents.
- 13 The Bank shall have no liability or be deemed to be in breach of any obligations to the Trustees or to the Scheme for any failure or delay in the performance of any instructions given in accordance with the Mandate arising from events or circumstances beyond its reasonable control, including but not limited to fire, flood, act of God or other catastrophe, strikes, lock outs or other industrial dispute, failure of any utility service, any form of war, hostilities, terrorist activity, compliance with any law or governmental rule, regulation or direction or default of suppliers or subcontractors. The Bank will endeavour to mitigate the effects of any failure or delay so far as is reasonably practicable and will give the Trustees (in their capacity as trustees of the Scheme) details of the event or circumstance and any other information which it considers to be relevant as soon as reasonably practicable.
- 14 If the Trustees, in their capacity as trustees of the Scheme, enter into a separate agreement with the Bank in respect of the supply by the Bank of specific services to the Scheme and (i) if signatories and/or users of such services are properly authorised in respect of the Scheme by the Trustees, or some of them, in accordance with the Scheme's Trust Deed (or other relevant constitutional documents) constitution of scheme and (ii) the Bank is directed to act on the instructions of such properly authorised signatories and/or users of such services then nothing in the Mandate will affect the validity of those authorisations and, in relation to such services (including those which relate to the operation of the Scheme's account(s) which are the subject of the Mandate), the specific authorisations and instructions will take priority over the instructions set out in the Mandate.
- 15 The Trustees in their capacity as trustees of the Scheme agree that the Bank may:
  - i) request confirmation of the identity of any of the Trustees in their capacity as trustees of the Scheme or of the status of the Scheme from another bank, if required, and
  - (ii) suspend operations on any accounts held with and/or services provided by the Bank until satisfactory confirmation has been supplied.
- 16 The Payment Services Regulations 2009 (SI 2009/209), as may be amended or superseded from time to time, shall apply to the agreement between the Trustees and the Bank in relation to the accounts of the Scheme to which this Mandate applies but only insofar as they are provided for in the terms and conditions applying to such accounts and all other provisions contained in the said regulations are excluded to the fullest extent permitted by law.
- 17 No term of the Mandate is intended to be for the benefit of any third party and the Bank and the Trustees (in their capacity as trustees of the Scheme) do not intend that any term of the Mandate or any transaction carried out under it shall confer any benefit on or be enforceable by any party other than the Bank or the Trustees in respect of the Scheme.
- Some telephone calls may be monitored or recorded in case the Bank needs to check that it has carried out the Trustee's instructions correctly and to help improve the Bank's quality of service.
- 19 The Trustees shall furnish the Bank with a copy of the Scheme's trust deed or information relating to the Scheme's trust deed (or any other constitutional documents) on request by the Bank.

- 20 The Trustees shall notify the Bank promptly in writing on the resignation of any Trustee or on the appointment of any new Trustee to the Scheme. The Bank must be satisfied with its identification and other checks in relation to any new Trustee and receive an appropriate notice from the Trustees in accordance with this Mandate before it is required to accept instructions which include the signature or other involvement of that Trustee. On the resignation of any Trustee, the remaining Trustees shall supply the Bank on request with evidence of the resignation and the continuation of the trust constituting the Scheme. If the Bank does so request and is not satisfied with such evidence it may suspend operation of any accounts held with and/or other services provided by the Bank until it receives evidence satisfactory to it.
- 21 If any Corporate Trustee is incorporated outside the United Kingdom, references in the Resolution to director(s) and the secretary shall be taken to refer to the equivalent officers of that company according to the law applicable in the place of the Corporate Trustee's incorporation.
- 22 All notices to be given by the Bank to the Trustees in their capacity as Trustees of the Scheme will be given by the Bank at the correspondence address given to the Bank in the Application Form completed by the Trustees at the time of first opening an account of the Bank (or as advised to the Bank from time to time). Once a notice is delivered to that address, the notice shall be deemed to have been served on all the Trustees.
- 23 The Mandate and any dispute or claim arising out of or in connection with its subject matter (including any non-contractual disputes or claims) is governed by and construed according to the law specified in the terms and conditions applying to the relevant account of the Scheme and the Trustees, in their capacity as trustees of the Scheme, submit to the exclusive jurisdiction of the courts of the relevant jurisdiction.

#### SECTION 4

ONLY TO BE COMPLETED WHERE THERE IS A CORPORATE TRUSTEE

If there is more than one Corporate Trustee, this Section must be photocopied and completed for each Corporate Trustee.

Corporate Trustee Resolutions

At a meeting of the Directors of

N/A

(the "Company")

Company Registration Number:

Held at

On (date)

the following Resolutions were passed;

1 That any one/two/all\* of the duly authorised persons of the Company set out below (the "Authorised Signatories") be and is/are\* hereby authorised to sign on behalf of the Company the mandate (the "Mandate") in which a copy of these resolutions is incorporated for the operation of any future accounts opened with Bank of Scotland plc (the "Bank") in the name of

(the "Scheme")

of which the Company (in its capacity as a corporate trustee) and [insert name of individual trustees and any additional Corporate Trustees]

are acting as trustees (together the "Trustees").

- 2 That when the Company signs as a Trustee on behalf of the Scheme to authorise any instruction made pursuant to the Mandate, any one/two/all\* the Authorised Signatories must sign on behalf of the Company.
- 3 That the Bank be furnished with a list of the names of Directors, Secretary and other officers of the Company and, if requested by the Bank, a copy of its Memorandum and Articles of Association and be from time to time informed by notice in writing under the hand of any Director or the Secretary of any changes which may take place therein and may be entitled to act on any such notices of change therein until the receipt of further notice under the hand of any one of the Directors or the Secretary.
- 4 We further resolve that the signatures appearing below are those of the Authorised Signatories, that such signatures are genuine signatures of such persons and that such signatures operate as specimen signatures of such persons.

Signature

# Authorised signatories of the Pension Trust (the "Authorised Signatories")

Job title	
	Date
Please use a separate sheet if required.	

#### SECTION 5

Name (in full)

#### THE CORPORATE TRUSTEE'S CERTIFICATION

## ONLY TO BE COMPLETED WHERE THERE IS A CORPORATE TRUSTEE

We certify that the foregoing Resolutions have been duly entered in the Minute Book of the Company and that they are in accordance with Articles of Association of the Company. We confirm that we have seen, and hereby approve the terms of, the Mandate. We acknowledge that these Resolutions will remain in force until an amending resolution shall be passed by the Company and a copy thereof, certified by any Director or the Secretary, shall have been received by the Bank.

Name of Director/Secretary *	Name of Director/Secretary *
N/A	N/A
Signature of Director/Secretary *	Signature of Director/Secretary *
Date	Date
* delete as appropriate	Design 1