

**FINANCIAL INSTITUTION SCHEDULE
SUPPLEMENTAL TERMS AND CONDITIONS APPLYING TO
FINANCIAL INSTITUTIONS**

1. APPLICATION

- 1.1 These terms and conditions will apply where you are a financial or credit institution, or provide financial or payment services.
- 1.2 Where these terms and conditions apply, they are incorporated into and form part of each separate Agreement which is deemed to exist in accordance with Clause 3.1 of the Global Client Account Agreement. These terms and conditions govern in the event of any discrepancy between them and other terms of the GCAA, unless the relevant GCAA term has been amended by the Jurisdiction Schedule in which case that GCAA term as amended by the Jurisdiction Schedule will govern. Save as modified, supplemented or varied by these terms and conditions, the provisions of the Agreement remain in full force and effect.

2. ADDITIONAL REPRESENTATIONS AND WARRANTIES

- 2.1 On opening an Account and on a continuing basis, you represent and warrant to us that:
- (a) you are responsible for full compliance with all applicable anti-money laundering and anti-terrorist financing laws and regulations of all applicable jurisdictions, including without limitation each of the jurisdictions in which any Account is and/or you are located;
 - (b) you will not use the Accounts or our products and services to engage either directly or indirectly in business with a financial institution that does not have a physical presence in any jurisdiction;
 - (c) you will perform on-going customer due diligence with respect to your customers in a manner that ensures compliance with applicable jurisdictional requirements;
 - (d) you will not allow your customer or any third party to directly access the Accounts or our products and services provided by us without our prior knowledge and express written consent;
 - (e) you have implemented and will continue to maintain reasonable processes and controls to identify and prevent the criminal misuse of the Accounts, products and services provided by us;
 - (f) you acknowledge that in addition to any of our other rights under the Agreement we may intercept and investigate payment instructions; make further inquiries and, where required, block or reject services due to domestic or global economic or trade-based sanctions; and
 - (g) you will not use your Account or any of our products and services for illegal purposes or transactions.
- 2.2 In the event that we permit you to provide your customer or a third party with direct access to Accounts or our products and services, you will provide us evidence, on our request, of the anti-money laundering controls of the third parties to whom you offer these services, including but not limited to providing a list of customer names and information that allows us to readily identify them in a manner consistent with our anti-money laundering programme requirements.
- 2.3 We will not be liable for any related loss or negative outcome resulting from the failure of your compliance with the representations and warranties set out in this Schedule.

3. JURISDICTION SPECIFIC PROVISIONS

- 3.1 Where an Account is maintained in a jurisdiction which is set out below, the following additional terms and conditions relating to that jurisdiction apply.

SPAIN

- 3.2 In Clause 2.1 (d) of this Schedule the following terms are disappplied:
"without our prior knowledge and express written consent"
- 3.3 Clause 2.2 of this Schedule is disappplied.

GERMANY

3.4 In Clause 2.3 of this Schedule a new paragraph is inserted as follows:

"The limitations set out in this Clause 2.3 will not apply in respect of liabilities for (a) damages to persons (Verletzung von Leben, Körper und Gesundheit); (b) any losses, liability, claims, damages or expenses caused intentionally (Vorsatz) or by gross negligence (grobe Fahrlässigkeit) by us or our directors, officers, agents or persons acting on our behalf; or (c) any losses, liability, claims, damages or expenses resulting solely from our ordinary negligence (einfache Fahrlässigkeit) or that of our directors, officers, agents or persons acting on our behalf in relation to the breach of essential rights or duties (Kardinalspflichten) hereunder."