

Offshore Investment Platform

Barclays Bank PLC
Jersey branch

Authorised User Form and Terms Online access & telephone banking application

This form enables you (the “Account Holder”) to appoint a person to view information about your account(s) and/or to do certain things on your behalf (an “Authorised User”).

Separate forms should be completed for each Authorised User.

If you wish to complete this form, by hand, please complete clearly in BLOCK CAPITALS using a BLACK ballpoint pen or type. Please complete Section 1 and then have the Authorised User complete Section 2. Please keep a copy of the form in full for future reference.

Section 1

To be completed by the Account Holder

Name of Account Holders

You authorise

to be your Authorised User in the account(s) listed in Annex 1.

Implications of granting authority

You are responsible for anything the Authorised User does within the scope of their authority (including giving instructions to trade and taking investment decisions) and for regulating your relationship with the Authorised User. If you have any concerns about granting this authority to the Authorised User, or the consequences that this may have, you should consider seeking independent legal advice.

We will rely on the authority you have granted to the Authorised User and will not generally seek your consent to any instructions given by the Authorised User. However if we have any concerns we may ask you to confirm an instruction (either in writing or orally) before we carry out the instruction or make any changes to your account information. You must provide this confirmation as soon as possible to avoid any delay by us in acting on the instruction.

If you give the Authorised User “Dealing Authority” or “Full Powers” then we may consider the Authorised User when assessing what transactions may be conducted on your account(s). This includes assessing their knowledge, experience and understanding about different types of investment products.

If we have made an assessment of the Authorised User’s knowledge, experience and understanding and we are prepared to accept instructions from the Authorised User in relation to specific investment types, we will not necessarily accept instructions from you regarding those investment types. Where this is the case, we may only allow the Authorised User to deal in those investments in your account(s).

Similarly, if we have assessed your knowledge, experience and understanding and we are prepared to accept instructions from you in relation to specific investment types, we will not necessarily also accept instructions from the Authorised User. Where this is the case, we may only allow you to deal in certain investment types in your account(s).

Implications of terminating the Authorised User's authority

In the event that the Authorised User's authority is withdrawn, you might own specific investments in your account(s) bought following instructions from the Authorised User. If so, we may seek to assist you in handling your positions, including performing a financial review of your accounts in order to assess the suitability of the investments for you.

A review may include assessing your knowledge, experience and understanding in relation to the investments. Where appropriate, we may recommend investments we believe are more suitable for you, and advise you on selling other investments.

Grant of Authority

Please indicate below which account(s) you would like the Authorised User to access and which level of authority you would like them to have by ticking the appropriate boxes.

Please note the telephone services are our default service. If you select an online service you will automatically be given the equivalent telephone service.

Access to the accounts

All accounts

Only specific accounts

Please specify accounts in **Annex 1**

View/Enquiry access

Give this authorised user:

Online – “View Only” access

and/or

Telephone – “Enquiry Only” rights

Trading Services

Give this authorised user:

Online – “View, Execute & Cancel” access

and/or

Telephone – “Enquiry, Execute and Cancel” rights

Guidance note – Trading services could include (i) the purchase and sale of securities, bonds, Exchange Traded Funds (ETFs), investment funds as well as the sale (but not the purchase) of structured products traded on a regulated market, (ii) the execution of forex transactions such as spot, forward and swap transactions.

Authentication method

Give this authorised user:

Hard Token authentication

(Unlimited trading and unlimited payments rights)

or

SMS authentication

(Limited trading of up to £500k and up to £100k payments rights)

If your requirements for making payments or trades exceed the above SMS limits please contact the Execution Services Team on:

+44 (0) 1534 812279*

Payment services

Please indicate whether or not this authorised user is to have payment services. You should select a ‘Create Payment’ option before selecting options for ‘Manage Payments’ and ‘Authorise Payments’ below.

Create payments

Create account transfers

Create international payments

Manage payments

Give this Authorised User ‘Cancel Payments’ rights

Give this Authorised User ‘Payment Template Database’ rights

Give this Authorised User ‘Verify Payments’ rights

* Calls may be recorded for security reasons and so that we may monitor the quality of our service. Call costs may vary. Please check with your telecoms provider.

Authorise payments

Indicate the level of payment authorisation rights for this authorised user by ticking the appropriate box:

None

This authorised user cannot authorise payments entered by other authorised users.

Authorise 'Group B'

This authorised user can authorise payments as a Group 'B' signatory.

Authorise 'Group A'

This authorised user can authorise payments as a Group 'A' signatory.

Additional comments

Termination and suspension

The authority you give the Authorised User in this form will continue until it or the agreement in Section 2 is cancelled by you or the Authorised User by notifying us in writing, or if we receive formal notification of your death (which in the case of joint Account Holders means the death of the last surviving Account Holder).

If you are concerned by anything the Authorised User does under this authority, you must contact us immediately. If there is a change in the relationship between you and the Authorised User or if for any other reason you wish to alter or withdraw the Authorised User's authority, you must contact us immediately. If we receive any information regarding a change in your relationship with the Authorised User, we may ask you to confirm their instructions and we may suspend the Authorised User's authority until we have confirmed this with you.

Declaration

By signing below, you agree:

- (a) that this agreement supersedes previous agreements between the parties in relation to the Account Holder and this legal entity. If you have any questions, please ask us.
- (b) you have authorised the Authorised User to access information about and, where relevant, to act for you on, your account(s) listed above;
- (c) that any instructions given to us by the Authorised User are given solely on your behalf, for your account and are your responsibility;
- (d) to tell us if you are or subsequently begin paying the Authorised User to carry out their activities; and
- (e) to the terms in Section 1 of this form, which apply to our relationship with you (together with the terms set out in other documents which we give you) in relation to your account(s) listed at Annex 1. If any term in this document is inconsistent with the terms of another document we give you in relation to your account(s) listed above, the term in this document will apply.

You authorise us:

- (a) to continue to treat you, and not the Authorised User, as our client;

- (b) to disclose account balances and any other details about your account(s) listed in the Annex to the Authorised User; and
- (c) for those account(s) (if any) listed above as "Trading Services" access to act on instructions given by the Authorised User that are within the scope of the authority given to them by you in this Section 1.

Please note that for joint accounts, partnerships and trustees, all Account Holders of the account(s) listed on page 4 must sign and for companies, the relevant number of authorised signatories must sign.

Name

Capacity

Signature

Date / /

Name

Capacity

Signature

Date / /

Name

Capacity

Signature

Date / /

Name

Capacity

Signature

Date / /

Section 2

To be completed by the Authorised User (for the purposes of Section 2 referred to as “you”).

This Section sets out the basis on which you agree to take on the role of Authorised User. This contains terms creating a binding relationship between you and Barclays (“we”, “us” or “our”). Please keep a copy of the form in full for future reference.

Authorised user

Guidance note: Please use one form for each additional Authorised User.

Title Mr Mrs Miss Ms Dr

Other title

First name(s)

Surname

Gender Male Female

Nationality

Identification and verification questions for Telephone Banking

Date of birth / /

Place of birth (town and country)

Memorable place (town, village or country)

Memorable word

(minimum five characters, maximum eight characters)

Memorable date / /

Correspondence address – House number/Name/Street

Province/State or Town

P.O. Box

City

Country

Postcode

Contact details:

Work telephone number

International code Area code Telephone number

Work Email address

Personal/Residential Address

Please fill out details of your personal/residential address:

Please provide your residential address. If you have lived at this address less than 3 years, please use the additional boxes to provide previous addresses in order to cover the last 3 years.

The address provided has to be the residential address. Post Box and Care Of address will not be accepted.

Address 1:

House number/Name/Street

Province/State or Town

City

Country

Postcode

Date moved to Address:

Address 3:

House number/Name/Street

Province/State or Town

City

Country

Postcode

Date moved to Address:

Address 2:

House number/Name/Street

Province/State or Town

City

Country

Postcode

Date moved to Address:

Online Banking

Mobile telephone number (this number is mandatory and will be used as your “primary” phone number for the SMS password unlock service)

International code

Area code

Telephone number

Secondary mobile telephone number (optional)

International code

Area code

Telephone number

User logon ID

Guidance note: Please choose a user name for your Online Banking access that is a minimum of six characters long and a maximum of 26 characters long. Your user name can be alphanumeric and either upper and lower case (A to Z, a to z, 0 to 9) and can contain a ‘full stop’ (.). No special characters will be accepted (eg.&, *, \ & /). If no user name is chosen the Bank will select a default user name (for example, john.smith).

The user name for online access

If you need to amend your SMS details or gain authentication/one time pass codes please contact the Jersey Online helpdesk on:

+44 (0) 1534 812280*

Identity document

(mandatory)

a certified photocopy of a valid passport

OR

a certified photocopy of a valid ID card

Agreement

Becoming an Authorised User involves taking on legal obligations to the Account Holder(s). You should consider seeking independent legal advice before taking on this role.

By signing below, you agree:

- (a) to be bound by the terms set out in this Section 2 (the "Terms");
- (b) that we will not treat you as our client in relation to your role as Authorised User;
- (c) to act in accordance with, and not exceed, delegate or transfer the authorities given to you by the Account Holder(s) under Section 1 of this form;
- (d) when acting in accordance with the authorities given to you by the Account Holder(s) under Section 1 of this form:
 - i. to use due skill and care;
 - ii. to act in the best interests of the Account Holder(s), including but not limited to, taking into account the Account Holder(s) circumstances and preferences when you give us instructions and carrying out instructions of the Account Holder(s) within a reasonable time; and
 - iii. not to act for your own benefit or the benefit of a third party without the informed consent of the Account Holder(s);
- (e) you confirm that you are not carrying out your activities by way of business or, if you are, you are either authorised to do so or are exempt from the requirement to be authorised; and

- (f) that we can use your personal information as set out in this form and as provided in our privacy notice which is available on our website.

We will rely on this agreement until we receive cancellation of the authorities given to you in writing, or we receive formal notification of the death of the Account Holder(s).

Authorised user full name (IN BLOCK CAPITALS)

Signature

Date

D	D	/	M	M	/	Y	Y	Y	Y
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* Calls may be recorded for security reasons and so that we may monitor the quality of our service. Call costs may vary. Please check with your telecoms provider.

Authorised User Terms

Please keep a copy of the form in full for future reference.

1. Interpretation

In these Terms:

“Account” means, unless otherwise provided in these Terms, the account(s) listed in the Annex of the form;

“Cut-Off Time” means the time, towards the end of the Payment Day, by which we must receive all Payment Orders and payments into a payment account (including cash) if they are to be processed that day;

“Losses” means all losses, costs, expenses, damages and liabilities;

“Payment Day”, for the purpose of making or receiving payments, means calendar days other than weekends or public holidays;

“Payment Order” means an instruction to make payments (for example, by direct debit, cheque or direct transfer) or cash withdrawals;

“Regulatory Requirement” means:

- (a) any obligation that we or, where relevant, another person, has to comply with under any law or regulation (including any tax legislation or rules made by an applicable regulatory body), or as the result of a decision by a court, ombudsman or similar body; or
- (b) any obligation under any industry guidance or codes of practice which we or, where relevant, another person, follows; or

- (c) any other legal or regulatory requirement governing the provision of financial services in the jurisdiction in which we provide services to the Account Holder(s);

“Security Information” means any security procedures, password, security keys, cards, personal identifier, codes, PINs or encryption device provided to or agreed with you for use in connection with these Terms; and

“Working Day” means any day on which we are open for business to accept instructions. Although some of our branches are open at weekends and we may provide certain electronic and telephone services that can be accessed seven days a week, we cannot usually act on Payment Orders or make payments into accounts at weekends or on public holidays.

2. Contacting us

- 2.1 You can contact us through the usual contact for the Account Holder(s) or by post or telephone using the contact details we give you.
- 2.2 We may also agree that you can contact us electronically. When we use the words **“Electronically”** or **“Electronic”** in these Terms, we mean any form of message made by any type of telecommunication, digital or IT device, including the internet, email and text message. There is no guarantee that Electronic communications will be secure, virus free or successfully delivered. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, messages are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

3. Your instructions

- 3.1 You can normally give us instructions in the same ways as you can contact us, but we may, for example, require you to set up security procedures or take other steps before being able to give us instructions in certain ways.
- 3.2 We set Cut-Off Times by which instructions must be received by us on a Working Day in order for us to process them on the same day. Details of our Cut-Off Times are available on request. If we receive an instruction, including a Payment Order, before the relevant Cut-Off Time on any Working Day, we will process it on that day unless you have asked us to process it on a future date specified in your instruction, in which case we will process it on that date. Instructions or payments received after the Cut-Off Time or on or for a non-Working Day will be processed on the next Working Day.
- 3.3 Before we act on an instruction, we will take steps to check that the instruction is clear, is given by you, or on your behalf, and meets any specific requirements that apply to the particular product or service.
- 3.4 We will treat an instruction as genuine if we believe in good faith that the instruction is from you (for example, because it appears to have been signed by you or the security procedures have been completed) and there are no circumstances we are, or should reasonably be, aware of that cast doubt on the authenticity of the instruction.
- 3.5 We may assume, unless we are aware of an obvious error, that the information you give us for an instruction, including any account number quoted in the instruction, is correct.
- 3.6 Instructions are effective when we receive them. We will not generally acknowledge receipt of instructions other than by acting on them.
- 3.7 You may need us to act on an instruction before a deadline, for example, before a subscription period

expires. Where that is the case, you must ensure that you allow reasonable time for us to process your instruction and communicate it to relevant third parties, taking into account that we may require written instructions in some circumstances. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.

4. Stopping your instructions

We start processing instructions when we receive them and may not be able to stop or change them. If we are able to cancel your instructions, we may charge a fee. Copies of the published tariffs are available on request.

5. Refusing your Instructions

- 5.1 We can refuse to act on any instruction or accept a payment into an Account in accordance with our agreement with the Account Holder(s) or if we reasonably believe that:
 - (a) the instruction is not clear, does not satisfy any requirements that apply to the service or product or was not given by you; or
 - (b) by carrying out the instruction we, or another Barclays group company, might break a law, regulation, code or other duty which applies to us or become exposed to action or censure from any government, regulator or law enforcement agency; or
 - (c) it is for a payment to or from, or you are trying to make a payment in, a restricted country. We will tell you which countries are “restricted” on request or if you try to make a payment there.
- 5.2 If we receive any Payment Order or other instruction and:
 - (a) we are concerned that it may not have come from you, it contains incorrect information or is illegible; or
 - (b) it is for more than a limit we set for security purposes; or
 - (c) for some other reason, such as suspected fraud, we want to check the instruction with you or the Account Holder(s), we can ask you or the

Account Holder(s) to confirm it in a manner reasonably acceptable to us and we will not act on it until you or the Account Holder(s) have confirmed it.

5.3 Unless Regulatory Requirements prevent us from doing so, we will try to tell you or the Account Holder(s):

- (a) if we refuse to act on any instruction;
- (b) our reasons for refusing; and
- (c) what can be done to correct any errors in the instruction.

We will do this at the earliest opportunity and, in the case of a Payment Order, by the time the payment should have reached the bank you asked us to make the payment to. You can also ask us why we have refused to carry out your instruction.

6. Online services

6.1 We will take reasonable care to ensure the security of, and prevent unauthorised access to, our online services.

6.2 While we will make reasonable efforts to provide the online services, we may suspend the operation of our online services, including any online trading platform, where we reasonably consider it necessary, including for technical problems, emergencies, maintenance, regulatory reasons, where we decide it is sensible for our protection or to ensure the continued availability of the online services or trading platform.

6.3 You must:

- (a) follow the procedures and instructions in any user guidance that we give you from time to time, including using PINsentry or any other authentication device we give you where required; and
- (b) tell us as soon as you can if you become aware of any failure, delay, malfunction, virus or error in the sending or receiving of instructions or any suspected fraud.

6.4 We will not be liable for any Losses you may suffer due to any failure of the online services, including any trading platform, transmission failure or delays or similar technical errors, or problems with the software of data feeds provided by third parties, to the extent that the failure is beyond our reasonable control.

6.5 You should ensure your computer, modem or any other device you use complies with the standards and requirements we tell you from time to time and carry out your own regular virus checks and security updates.

6.6 If you use our online services, including trading platforms, outside the jurisdiction in which we provide services to you, you do so at your own risk, as it may be against the law in that country.

6.7 Unless we tell you otherwise, any software, hardware or device we provide to you in connection with online services, including trading platforms, is licensed to you. The copyright and all other rights in it and in any user guides or other information we provide to you, remains owned by us or by the person who licenses it to us, if applicable. You must use it exclusively in connection with these Terms and as described in any user guide or other information we provide to you. You will obtain no rights, title or interest in any such materials or intellectual property rights relating to them.

6.8 The records we maintain of any online messages, instructions, payments or other transactions will be final evidence of those messages, instructions, payments or other transactions and of the time they are given or carried out except where there is an obvious mistake.

6.9 You are responsible if, when you use our online services, you give us incorrect instructions or mistakenly instruct us to make the same payment more than once.

7. How we can contact you

- 7.1 We will contact you by post, telephone, fax or Electronically, using the details you have given us. We may also provide information on our website where we consider it appropriate to do so.
- 7.2 We may leave messages for you to contact us on an answering machine, or with the person answering the telephone, unless you tell us not to. We may record or monitor telephone calls and Electronic communications for the purposes of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and regulatory obligations. These recordings may be used as evidence if there is a dispute.
- 7.3 Unless you tell us not to, we may send correspondence, such as statements of Accounts and notices, by email, in which case we will assume you received it on the next Working Day.
- 7.4 If we send correspondence by post, we will assume it has been received by you:
- (a) no later than four Working Days after posting, if sent to an address in the country where we provide the service (and we will treat the UK as a single country for these purposes); or
 - (b) no later than 10 Working Days after posting, if sent internationally.
- 7.5 You can ask us not to contact you by post, where there is a risk to the security or integrity of information in documents sent by post in a particular country. We can also refuse to send documents by post to certain countries for this reason. If we do this, we will make letters or documents we need to send you available at one of our branches, or at another secure location.

8. Your obligations

- 8.1 You must:
- (a) keep your Security Information secret at all times and not disclose it to anyone;

- (b) take all reasonable care to prevent unauthorised or fraudulent use of your Security Information by others; and
- (c) contact us without undue delay using the contact details provided if you know or suspect that someone knows your Security Information or is impersonating you.

- 8.2 Please tell us whenever your contact details change, because we will use the most recent contact details on our records whenever we send you correspondence. If you do not tell us:
- (a) the security of your information could be at risk; and
 - (b) you might not receive communications which could be important, including notices about changes to these Terms.
- 8.3 You must also tell us without delay if your residency, citizenship status or domicile changes or if there is any other material change to the information you have given us as this may affect the services we provide. You must give us any information we reasonably require about your identity or affairs.
- 8.4 You must check any confirmation of transactions or statement that we send you when you receive it and contact us without undue delay if you think it is inconsistent with your instructions or there is any inaccuracy.

9. Variations

- 9.1 We may change any of the provisions of the agreement for any reason not listed below in this "Variations" clause, in circumstances where:
- (a) you are able to end the agreement without charge; or
 - (b) we agree to waive any charge that would otherwise apply.
- 9.2 If we provide a new service or facility in connection with an Account or service (including any benefits or services provided as part of an Account package), we

may introduce a new charge for providing you with that service or facility.

- 9.3 We may also change any of the other terms of the agreement for any of the following reasons:
- (a) where we reasonably consider that:
 - (i) the change would make the terms easier to understand or fairer to you; or
 - (ii) the change would not be to your disadvantage;
 - (b) to cover:
 - (i) the improvement of any service or facility we supply in connection with the Account;
 - (ii) the introduction of a new service or facility;
 - (iii) the replacement of an existing service or facility with a new one; or
 - (iv) the withdrawal of a service or facility which has become obsolete, or has ceased to be widely used, or has not been used by you at any time in the previous year;
 - (c) to enable us to make reasonable changes to the way we look after the Accounts or provide services as a result of changes in:
 - (i) the banking, investment or financial system;
 - (ii) technology; or
 - (iii) the systems we use to run our banking or investment business; or
 - (d) as a result of a Regulatory Requirement (or where we reasonably expect that there will be a change in a Regulatory Requirement).
- 9.4 We will give you 30 calendar days' notice of any change made under this "Variations" clause where Regulatory Requirements allow. Where we do so:
- (a) we will tell you the date the change comes into effect;
 - (b) if notice is given to you at the most recent address we have for you, you will be treated as accepting to be bound by that change from that date unless you terminate the agreement under the following clauses.

9.5 If you do not want to be treated as accepting a change, you must, before it comes into effect, tell us that you want to terminate the agreement with us.

9.6 No provision of the agreement will be deemed waived, altered, modified or amended unless:

- (a) the agreement provides otherwise; or
- (b) we otherwise agree with you in writing.

9.7 Our failure to insist on you strictly complying with the agreement or any act or omission on our part will not amount to a waiver of our rights under the agreement.

10 Termination

10.1 The authority you have been given by the Client will continue until it or the agreement in Section 2 is cancelled by you or the Client by notifying us in writing, or if we receive formal notification of the Client's death (which in the case of joint Account Holders means the death of the last surviving Account Holder).

10.2 Unless the service or product terms state that there is a fixed term, we may terminate individual services or our entire agreement with you by giving you 30 calendar days' notice.

10.3 We may also terminate the agreement or any service or freeze any Accounts without giving notice if we reasonably believe that you have seriously or persistently broken any terms of the agreement, including by:

- (a) giving us any false information;
- (b) using, or allowing anyone else to use, the Account or service illegally or for criminal activity;
- (c) inappropriately authorising a person to give instructions on the Account;
- (d) failing to comply with the terms of any transaction entered into;
- (e) breaching any dealing limits agreed between you and us;
- (f) behaving in a manner that makes it inappropriate for us to maintain the Account or service (for example, by abusing people who work for us);

- (g) putting us in a position where we might break a law, regulation, code or other duty which applies to us if we maintain the Account or service.

10.4 We may terminate the agreement or any service without giving notice if we reasonably believe that maintaining our relationship with you, providing the service or maintaining the Account might:

- (a) expose us or any other member of the Barclays Group to action or censure from any government, regulator or law enforcement agency; or
- (b) be prejudicial to our interests or to the interests of any other member of the Barclays Group.

10.5 Any benefit or services we provide in relation to a particular Account or service will end as soon as the Account is closed or service is ended.

11. Assignment

11.1 You may not transfer or assign any of your rights or obligations under the agreement or charge the Accounts under the agreement.

11.2 We may transfer our rights under the agreement to any member of the Barclays Group without your consent, provided that:

- (a) we have given you at least 30 calendar days' notice of the transfer (unless that is impracticable in the circumstances); and
- (b) you have not given proper notice terminating the agreement on a date before the date of transfer.

11.3 Where we propose to transfer a material part of our assets to another member of the Barclays Group:

- (a) we may also transfer all of our rights, powers, obligations and liabilities under or in connection with the agreement without your further consent, and
- (b) where the business is to be transferred from a member of the Barclays Group that holds the cash as Client Money to a member of the Barclays Group that is authorised by the PRA to accept deposits, you consent to the cash being treated as a deposit from the date of transfer without further action on your part,

provided that in each case:

- (i) we reasonably consider that the member of the Barclays Group is capable of performing the agreement;
- (ii) we have given you at least 30 calendar days' notice (unless that is impracticable in the circumstances); and
- (iii) you have not given notice terminating the agreement on a date before the date of transfer.

11.4 On the date specified in the notice:

- (a) the member of the Barclays Group will acquire all the rights, powers, obligations and liabilities it would have had if it had been an original party to the agreement in substitution for us;
- (b) the terms of this agreement as amended by the contents of the notice will be the written terms of the new agreement between you and the member of the Barclays Group to which the business is transferred;
- (c) you will be released from any further obligation to us; and
- (d) we will be released from any further obligation to you.

11.5 For the purposes of giving you written notice under this "Assignment" clause, if we are not reasonably able to serve written notice on you personally, we may instead give you notice by publishing a notice of the transfer in any newspaper of general circulation.

12. Delegation

12.1 We may delegate any of our functions and responsibilities under the agreement to a member of the Barclays Group (with or without a power further to sub-delegate), if we reasonably consider it capable of discharging those functions and responsibilities.

Where we delegate or allow sub-delegation:

- (a) it may be to persons or agents outside the jurisdiction where we provide the services to you;
- (b) it will not affect our liability to you for the matters delegated;

- (c) we will give you 30 calendar days' written notice of the delegation of any function that involves the exercise of our investment discretion on your behalf; and
 - (d) it will be undertaken in accordance with applicable Regulatory Requirements.
- 13.4 Nothing in these Terms will exclude or limit any duty or liability:
- (a) we may have to you or the Account Holder(s) under Regulatory Requirements; or
 - (b) that applicable law does not allow to be excluded or limited.

12.2 We may employ members of the Barclays Group and third parties to perform dealing and administrative services that are necessary to enable us to perform the agreement without further notice or consent.

13.5 Our failure to insist on you strictly complying with these Terms or any act or omission on our part will not amount to a waiver of our rights under these Terms.

13. Our liability to you

14. Third party rights

13.1 We are not liable to you for any Losses unless directly caused by our negligence, wilful default or fraud.

Unless these Terms provide otherwise (and subject to Regulatory Requirements), a person who is not a party to these Terms will have no rights to enforce any of these Terms.

13.2 We are never liable to you for:

- (a) any Losses arising from any cause beyond our reasonable control and the effect of which is beyond our reasonable control to avoid; or
- (b) any Losses that we could not reasonably have anticipated when you gave us an instruction; or
- (c) any loss of business, loss of goodwill, loss of opportunity or loss of profit.

15. Counterparts

This agreement may be signed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

13.3 We are not liable to you if we fail to take any action which in our opinion would breach any Regulatory Requirement or market practice. To the extent there is any conflict between these Terms and our duties under any Regulatory Requirement or market practice, we will act in a way we reasonably consider necessary to comply with such Regulatory Requirement or market practice. We will not be treated as having breached these Terms as a result.

16. Governing law and jurisdiction

These Terms and our relationship with you will be governed by, and interpreted in accordance with, the law of the country detailed on page 1 of this form.

Annex 1

(Please attach photocopies if additional pages are needed)

Please list any additional Accounts for which you need Online Banking services access here:

Account name

Account/portfolio number

For Bank use only

Client system number

Barclays offers private and overseas banking, credit and investment solutions to its clients through Barclays Bank PLC and its subsidiary companies. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702) and is a member of the London Stock Exchange and Aquis. Registered in England. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP. Barclays Bank PLC, Jersey Branch has its principal business address in Jersey at 13 Library Place, St Helier, Jersey and is regulated by the Jersey Financial Services Commission. Barclays Bank PLC, Isle of Man Branch has its principal business address in the Isle of Man at Eagle Court , 25 Circular Road, Douglas, Isle of Man and is licensed by the Isle of Man Financial Services Authority. Barclays Bank PLC, Guernsey Branch has its principal place of business at St Julian's Court, St Julian's Avenue, St Peter Port, Guernsey, and is licensed by the Guernsey Financial Services Commission for Banking, Lending, Credit & Finance and Investment Business.