Business On Line Application Pack for Limited Companies

NI / GB customers

Bank of Ireland UK

1. Resolution

At a meeting of the Board of Directors of _____

held on the [D][D] day of _____ in the year [Y][Y][Y][Y]

There was produced to the meeting:

A Bank of Ireland UK Business On Line Agreement ("the Agreement") comprising the following:

    (i)   Legal Agreement (comprising Resolution, Application & Indemnity and Account Details Form);

    (ii) Conditions of Use[1];

to be entered into by the Company in relation to certain electronic banking services (the "Services") being provided to the Company by the Bank through the Internet or such other communications networks as may be authorised by the Bank from time to time in connection with the Services or any of them.

The Directors of the Company having considered the Agreement, resolved that:

1.   The Company be and is hereby authorised to use the Services being provided by the Bank and which will be accessed by the Company and under which the Company can at any time and from time to time have access to its accounts, financial information or other information or services capable of being accessed as a result of the Company using the Services (or such lesser rights of access to accounts or financial information or other information or services as the case may be, as an Administrator may from time to time in their absolute discretion prescribe) and in addition under which the Company can make transfers from or credits to other accounts wheresoever held, where so authorised by an Administrator, as prescribed by the Agreement.

2.   The persons specified below;

    Please complete in BLOCK CAPITALS:

    _____ Director of the Company   _____ Director/Secretary of the Company[2]

    are hereby authorised to execute the Application in connection with the access and use by the Company of the Services through Business On Line.

3.   A maximum of two persons can be appointed as Administrators for the Company (herein together referred to as the "Administrator" as defined in the Conditions of Use).

    Please complete in BLOCK CAPITALS:

    _____ Administrator 1   _____ Administrator 2

4.   An Administrator is authorised:

    a.   to confirm in writing to the Bank the identity of the Originating Accounts (as defined in the Conditions of Use) of the Company in respect of which the Services or any of them will be provided as of the date of execution of the Agreement, together with the identity of the Nominated Account (as defined in the Conditions of Use);

    b.   to advise the Bank in writing from time to time of any changes to, deletion or addition of Originating Accounts of the Company accessed through the Services; and

    c.   to perform the other functions identified in the Agreement, as same may be amended or varied from time to time.

5.   Any changes to the identity of an Administrator shall be notified to the Bank by the then Director/Secretary of the Company.

I certify that the above is a true copy of the original Resolution duly passed by the Board of

Directors of _____ in accordance with its Articles of

Association at a meeting held on the [D][D] day of _____ in the year [Y][Y][Y][Y]

Chairperson/Director _____ (Signature)

Director/Secretary[2] _____ (Signature)

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[1] Available at www.bankofirelanduk.com/business or in paper format from your branch or account manager.

[2] If a sole director/no company secretary, the authority of the sole director is sufficient but must be witnessed by the customer's solicitor, accountant or by a Bank official.

2. Application & Indemnity

The Company wishes to access the Services hereinafter more particularly identified and in connection with the use of the Services the Company is issuing to Bank of Ireland (UK) plc (the "Bank") this Application.

By execution of this Application the Company:

a. indemnifies and agrees to keep indemnified the Bank against all claims, demands, liabilities, losses, costs (including legal fees on a full indemnity basis), actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of providing the Services to the Company and including but not limited to:

    i.   the Bank acting on any instructions received through the Services;

    ii. any breach by the Company of this Application or of the Agreement, or the Conditions of Use;

    iii. any errors contained in any instructions submitted by the Company;

    iv. any unauthorised borrowings arising by reason of the operation of the Services by the Company;

    and authorises the Bank to debit any account(s) in the name of the Company with any sums payable by the Company under this indemnity, provided always, however, that the Company shall not incur any liability for any such claims, demands, liabilities, losses, costs, actions, charges and expenses as are referred to in this paragraph where they arise out of any fraud or negligence duly proved on the part of the Bank or its employees. For the avoidance of doubt this indemnification shall also apply to any further electronic banking services provided by the Bank to the Company, which the Company applies for (by application of the Administrator or otherwise) subsequent to the date of this Application and Indemnity (including but not limited to the provision of Electronic Funds Transmission Services).

b. hereby confirms to and for the benefit of the Bank that an Administrator may, (notwithstanding the terms of any mandates already provided by the Company to the Bank in respect of the operation of its accounts) at any time and from time to time by letter in writing to the Bank, amend the provisions of any mandate given by the Company to the Bank in respect of any Originating Account:

    i.   by the deletion of certain account(s);

    ii. by the addition of certain account(s); or

    iii. by the addition and deletion of certain account(s).

c. acknowledges that the Bank may admit, compromise or reject any claims made upon the Bank in connection with the use of the Services without reference to or authority from the Company.

d. acknowledges and agrees that if the Company has an expressly agreed overdraft facility, that the Services shall be operated at all times within such facility. The Company further acknowledges and agrees that any implied limit (if any) on any account of the Company will not under any circumstances be recognised or taken into account in connection with the operation of the Services.

The Company has received and read a copy of the Guide to Banking for Business Customers Northern Ireland or Great Britain (depending on jurisdication) and agrees to be bound by the terms and conditions therein. The Company has read and agrees to be bound by this Application and all of its terms and the Conditions of Use, all of which as may be amended from time at the Bank's discretion. The Company acknowledges that the Bank shall not accept any amendments, variations, replacements or substitutions to this Application and Indemnity or the Conditions of Use required by the Company. Words and phrases not specifically defined in this Application shall have the same meaning as in the Conditions of Use when used in this Application.

This Application and Indemnity dated the ☐ ☐ day of ☐ in the year ☐ ☐ ☐ ☐

To be completed by the persons specified in point 2 of the Board Resolution (previous page)

Director _____ (Signature)

_____ (Block Capitals)

Director/Secretary _____ (Signature)

_____ (Block Capitals)

Director _____ (Signature)

_____ (Block Capitals)

for and on behalf of _____ (Company Name)

3. Account details

To be completed by an Administrator
All fields, with the exception of fax number are mandatory:

Company Name

Address

Company Email Address*

Telephone   Fax

Bank Contact Name/Relationship Manager

Principal Branch Name

Principal Branch NSC   ☐☐ - ☐☐ - ☐☐

Main contact - please specify the mobile number of one of the Administrators below

Mobile Phone Country Prefix (please tick appropriate)

+353 ☐   +44 ☐   +1 ☐   other _____

Administrators Mobile Phone Number _____

This number will be used when;

1 An Administrator requires an activation code to begin their set up of the Security Instrument app and;

2 To notify the Administrator of important service communications which shall include but not be limited to information on service changes, security, service disruption/outages, confirmation on amendments on BOL, application status, contact detail confirmation and payee authentication.

Daily Payment Control Limit

Daily Payment Control Limit _____

Your Daily Payment Control Limit is the maximum amount you can send to third parties on Business On Line on one day. It is an important control measure and you should set it to an appropriate figure for your payment requirements.

I/We hereby confirm that on behalf of the Customer that all details are correct and apply, on behalf of the Customer, for the services identified above.

ADMINISTRATOR 1 Name: _____ (BLOCK CAPITALS)

ADMINISTRATOR 1 Signature: _____ Date D D M M Y Y Y Y

ADMINISTRATOR 2 Name: _____ (BLOCK CAPITALS)

ADMINISTRATOR 1 Signature: _____ Date D D M M Y Y Y Y

Customer originating account details

Only Accounts in the Name of the Customer shall be listed

Domestic Accounts

SORT CODE	A/C NUMBER	CURRENCY (e.g. GBP, EUR, USD)	NOMINATED ACCOUNT FOR BILLING* (Tick one)
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐

International Accounts

☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐
☐☐-☐☐-☐☐	☐☐☐☐☐☐☐☐		☐

BOI Commercial Credit Card

☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐
☐☐☐☐ ☐☐☐☐ ☐☐☐☐ ☐☐☐☐
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* For Northern Ireland customers only. The monthly subscription charge will be collected from the account you nominate.

Confidential Administrator Details

Administrator 1

Please complete and return in a sealed envelope with Legal Agreement. Please note all fields, with the exception of fax number are mandatory.

Company Name

Administrator Name

Title

Administrator Email address

Work Mobile Number

Fax

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator. **(Note: All five fields are mandatory for security reasons)**

Date of Birth

Middle Name

Work Phone Number

Mother's Maiden Name

Home Address Post Code

Administrator Signature

Date

Confidential Administrator Details

Administrator 2

Please complete and return in a sealed envelope with Legal Agreement. Please note all fields with the exception of fax number are mandatory.

Company Name

Administrator Name

Title

Administrator Email address

Work Mobile Number

Fax

I hereby confirm for your purpose the following information, which the Bank will use for identification purposes in dealing with me in my role as Administrator. **(Note: All five fields are mandatory for security reasons)**

Date of Birth

Middle Name

Work Phone Number

Mother's Maiden Name

Home Address Post Code

Administrator Signature

Date

Bank of Ireland UK