

Customer Agreement – Core Terms

1 Scope

A Customer Agreement applies to accounts and related services Barclays provides to a business **Customer** in any country selected by the Customer by completing an **Application**.

A **Customer Agreement** consists of:

- the **Application** for each account or service.
- these **Core Terms**.
- additional Country Terms and a Tariff for each country. References in these Core Terms to **relevant Country Terms** or **relevant Tariff** mean the Country Terms or Tariff which apply to the country in which the account is held.

Together these form a separate Customer Agreement for each country.

If there is any inconsistency between any Country Terms and these Core Terms, the relevant Country Terms apply. In each country where the Customer opens an account, Barclays will also provide:

- a Regulatory Information Guide explaining regulatory information and how Barclays treats personal information.
- a Processing Guide setting out payment execution times, Cut-Off Times and other operational information.

2 Payments to an account

- 2.1 Barclays is not obliged to accept a payment to an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 2.2 If the Customer receives a payment in a different currency from that of the account, Barclays may convert the payment to the currency of the account at its relevant currency exchange rate.
- 2.3 Barclays may deduct any applicable charges from a payment before crediting an account. Any sums credited to an overdrawn account may be applied first in reduction of any charges the Customer owes Barclays.
- 2.4 If Barclays credits an amount to an account by mistake, it may reverse the credit.
- 2.5 If Barclays receives a credit to an account after the relevant Cut-Off Time (if a Cut-Off Time exists; further information on Cut-Off Times is available in the relevant Processing Guide) or on a non-Business Day, the amount will be credited on the next Business Day. A **Business Day** is a day in the country where the account is held, on which banks are generally open for business, and unless specified otherwise in the relevant Country Terms, excludes weekends and local public holidays.

3 Payment Instructions and requests for information

- 3.1 The Customer must, and must ensure that any person authorised to operate the Customer's account(s) (a **User**):
 - 3.1.1 keep secure and secret any payment devices (including cards), passwords, and security procedures for the operation of an account.
 - 3.1.2 promptly destroy any written details of passwords or procedures Barclays sends to the Customer.
 - 3.1.3 comply with any requirements relating to payments Barclays notifies to the Customer.
- 3.2 The period of notice required to change or cancel a payment instruction (an **Instruction**) is set out in the relevant Country Terms. It may not be possible to change or cancel some Instructions.
- 3.3 The Customer must notify Barclays immediately if the Customer knows or suspects there has been unauthorised use of a payment device or it has been lost or stolen, or a password or procedure is no longer secret or has been misused. The Customer must then provide Barclays with any information it has relating to this which Barclays may share with law enforcement authorities.
- 3.4 Barclays may stop or suspend the operation of an account or payment device, and may decline to respond to requests for Customer information, if Barclays reasonably considers:
 - 3.4.1 this is necessary to protect the security of an account or Customer information, or to prevent unauthorised transactions.
 - 3.4.2 there has been unauthorised or fraudulent access to the account.Barclays will notify the Customer before taking these actions, unless Barclays is prevented by law or it is not practicable to do so (in which case Barclays will notify the Customer after, once it is possible to do so).
- 3.5 The Customer must return any payment device to Barclays on demand.

4 Payments from an account

- 4.1 Barclays is not obliged to make a payment from an account that, in its opinion, may damage its reputation, or break a law, regulation or sanction.
- 4.2 If Barclays receives an Instruction, it will make the payment if:
 - 4.2.1 the Instruction is clear, formatted correctly, contains all required information and is within any relevant financial limits.
 - 4.2.2 the Instruction complies with any security procedures and/or the authority held by Barclays.
 - 4.2.3 the Customer has Sufficient Funds. The Customer has **Sufficient Funds** if the cleared balance or any arranged overdraft or limit is enough to cover the payment. The fact that a balance is shown on a statement or transaction advice does not necessarily mean the funds are cleared. If the Customer does not have Sufficient Funds to cover more than one payment, Barclays may decide which payment(s) to make.
 - 4.2.4 Barclays is able to obtain the relevant currency.
- 4.3 Barclays may ask the Customer to confirm an Instruction to ensure it is genuine, or if the amount of the Instruction exceeds a limit Barclays has set for security purposes.
- 4.4 The time of an Instruction is the time the Instruction is received by Barclays rather than the time the Customer sends it. However, if:
 - 4.4.1 Barclays receives an Instruction after the relevant Cut-Off Time or on a non-Business Day, the time of receipt will be treated as the next Business Day. Some Instructions may be processed on a non-Business Day. Details are available on request.
 - 4.4.2 the Instruction is for a future dated payment or a SWIFT Instruction that specifies a value date, the time of receipt will be treated as the date of the payment (or if this is not a Business Day, the next Business Day) or the Business Day Barclays has to make the payment to achieve the value date.
 - 4.4.3 Barclays asks the Customer to confirm an Instruction, the time of receipt will be treated as the time of the confirmation, or if this is after a Cut-Off Time or on a non-Business Day, the next Business Day.
- 4.5 Unless the Customer instructs otherwise, if Barclays receives an Instruction for an international payment, Barclays may convert it to the currency of the receiving account. In this case, or where the Instruction is for a payment in a different currency from that of the paying account, Barclays will apply its relevant currency exchange rate.
- 4.6 The Customer must not give an Instruction which would cause Barclays to breach a sanction imposed by, or the law of, any country affecting Barclays.

5 Unarranged overdrafts and Limits

- 5.1 If the Customer does not have Sufficient Funds for a payment, Barclays may treat the Instruction as a request for an **Unarranged Overdraft**. If Barclays allows the Unarranged Overdraft, the Customer:
 - 5.1.1 must repay the overdrawn amount on demand.
 - 5.1.2 will pay interest on the overdrawn amount at Barclays' unarranged borrowing rate. Interest is calculated on a daily basis. The unarranged borrowing rate is set out in the relevant Tariff.
- 5.2 Barclays may cancel or reduce an uncommitted settlement limit or other financial limit at any time without notice.

6 Electronic Services

- 6.1 Barclays is authorised to act on any Instructions or other messages the Customer sends to it using SWIFT or an electronic banking service agreed with Barclays (each, an **Electronic Service**).
- 6.2 Barclays may rely on all Instructions it receives from Users through an Electronic Service as having the Customer's authority.
- 6.3 If the Customer holds an account at a bank other than Barclays, the Customer may be able to send Instructions to, or request information from the other bank using an Electronic Service. The Customer will need to agree with the other bank that it will accept Instructions or requests for information from Barclays. Barclays is not liable for the other bank's performance in acting on an Instruction or providing information.
- 6.4 Barclays is authorised to provide information to another Barclays Group member (Barclays and other Barclays Group members are each a **Barclays Company**), where requested by the Customer using an electronic service provided by that Barclays Company. **Barclays Group** means the group of which Barclays PLC is the holding company.
- 6.5 Any software, hardware or other devices (**Technology**) Barclays provides to the Customer in connection with an Electronic Service is licensed by Barclays to the Customer to use in connection with the Electronic Service only.
- 6.6 The Customer must:
 - 6.6.1 comply with and keep confidential any instructions, security advice or user guides provided from time to time in connection with an Electronic Service.
 - 6.6.2 ensure any computers or equipment used for an Electronic Service (i) comply with any standards or technical requirements Barclays advises apply, and (ii) operate virus checks and firewall protection.
 - 6.6.3 notify Barclays as soon as possible on becoming aware of any failure, delay, malfunction, virus or error with an Electronic Service.
 - 6.6.4 have contingency arrangements to cover any unavailability of the Electronic Service, or system or operational failures.
 - 6.6.5 uninstall any software and return any Technology on termination of the relevant Electronic Service or on demand.
- 6.7 The Customer must not:
 - 6.7.1 use an Electronic Service in, or take Technology to, a country where it might break the local law or sanction.
 - 6.7.2 change, use, copy or allow anyone else to use any Technology provided for an Electronic Service without Barclays' consent. As this may also breach any third party's intellectual property rights in the Technology, the Customer will indemnify Barclays against any claims, losses, damages or costs which Barclays incurs as a result of the Customer's failure to comply. The Bank may debit any amounts under this indemnity from an account.
- 6.8 Barclays does not guarantee the availability of any Electronic Service and is not liable if it is unavailable. Barclays may suspend the operation of an Electronic Service and will notify the Customer of any suspension.

7 Notices and Communications

7.1 Barclays may contact the Customer:

7.1.1 by phone to confirm the validity of any Instructions. Barclays will attempt to contact a User to do this.

7.1.2 using Electronic Services, paper, email or phone to notify the Customer of security threats.

7.1.3 using paper, email or an Electronic Service to give notices to the Customer.

Barclays will use the last contact details provided by the Customer to do this, or for post, the Customer's registered office.

7.2 The Customer may contact Barclays using an Electronic Service or the details provided by Barclays.

8 Termination

8.1 The Customer may close an account or terminate a service by giving one month's notice to Barclays.

8.2 Barclays may close an account or terminate a service by giving one month's notice to the Customer. However, Barclays can do this immediately if the Customer:

8.2.1 has seriously or persistently breached the terms of a Customer Agreement in any country.

8.2.2 has given information which is false or materially misleading to Barclays.

8.2.3 does not meet the criteria for the relevant account or service.

8.2.4 has used, or allowed someone else to use, an account or service for an illegal purpose.

8.2.5 in Barclays' opinion, behaves in a seriously inappropriate manner that makes it reasonable for Barclays to take immediate action.

8.2.6 in Barclays' opinion, puts it in a position, or gives an Instruction, which might materially damage Barclays' reputation, or result in it breaking a law, regulation, or sanction.

8.2.7 takes, or has commenced against it, any step which could lead to the seizure of an asset of the Customer, the enforcement of security granted by the Customer, a composition, compromise, reorganisation or similar arrangement (including a voluntary arrangement or scheme of arrangement), or a bankruptcy or insolvency procedure in respect of the Customer.

9 Joint and Several Liability

If the Customer is more than one person, then each will be jointly and severally liable for the Customer's obligations to Barclays.

10 Transfers

10.1 Barclays may transfer any of its rights under a Customer Agreement.

10.2 The Customer may not transfer the benefit of a Customer Agreement. The Customer may not transfer or charge any of its accounts without Barclays' consent.

11 Waiver and Severance

11.1 If Barclays waives any of its rights under a Customer Agreement, it does not mean it will waive that right again in future.

11.2 If any term of a Customer Agreement is invalid or unenforceable, that term will be severed from the remaining terms which will continue in full effect.

Customer Agreement – Country Terms Germany

1 Scope

The German Customer Agreement applies to accounts and related services Barclays provides to a business **Customer** in Germany.

The **German Customer Agreement** consists of:

- the **Application** for German accounts and related services
- the **Core Terms**
- these **Country Terms**
- the **German Tariff**.

In the German Customer Agreement, **Barclays** means Barclays Bank Ireland PLC.

Some accounts and services have additional terms which also form part of these Country Terms. These additional terms will be provided on an application for the relevant account or service. If there is any inconsistency between any additional terms and these Country Terms, the relevant additional terms apply.

2 Payments to and from an account

- 2.1 Barclays will not decline to accept or make a payment on the basis that doing so may, in Barclays' opinion, damage its reputation. This varies Clauses 2.1 and 4.1 of the Core Terms.
- 2.2 Barclays will only ever stop/suspend the operation of an account/payment device before notifying the Customer if Barclays reasonably considers that a delay in attempting to contact the Customer may result in unauthorised transactions occurring. Where Barclays stops an account or payment device, Barclays will unfreeze the account or reactivate/replace the payment device as soon as the reasons for the stoppage have ended, and Barclays will immediately inform the Customer about the end of the stoppage. This varies Clause 3.4 of the Core Terms.

3 Credit Interest

- 3.1 Where credit interest is payable on an account:
- 3.1.1 it is calculated on a 365 day year for accounts in Sterling and a 360 day year for accounts in US Dollars or Euro. Details of other currencies are available from Barclays on request.
- 3.1.2 it will be paid on cleared balances after the deduction of tax (if required).

4 Changes to Exchange and Interest Rates

- 4.1 Details of how Barclays may vary exchange or interest rates are set out in the German Tariff.
- 4.2 Where an interest rate is based on a reference rate, it will change immediately upon a change in the reference rate.

5 Instructions and Recalled Payments

- 5.1 The time of receipt of an Instruction is the time at which it is received by Barclays, even if Barclays asks the Customer to confirm that the Instruction is genuine. This disappplies Clause 4.4.3 of the Core Terms.
- 5.2 The Customer is not able to cancel an Instruction after it is received by Barclays, unless:
- 5.2.1 the Customer and Barclays agree to the cancellation; or
- 5.2.2 with a future dated payment (whether the Instruction is given by the Customer or the payee) the Customer notifies Barclays one day before the payment date.
- 5.3 If after a payment is credited to the Customer's account, Barclays is notified of an error in the amount or that the Customer is not the intended beneficiary, Barclays will attempt to contact the Customer to see if the Customer can show the payment was intended. In addition, Barclays may:
- 5.3.1 freeze the relevant balance while it investigates.
- 5.3.2 provide some details about the payment and the Customer to the payer/institution which sent the payment.
- 5.3.3 return the funds to the payer if Barclays reasonably considers there was an error.

6 Electronic Services

- 6.1 Clause 6.2 of the Core Terms, which provides that Barclays may rely on all Instructions it receives from Users through an Electronic Service as having the Customer's authority, is disapplied.
- 6.2 It is possible that an Electronic Service may not be available for use due to technical failures or other reasons. Barclays does not guarantee that an Electronic Service will function without error or interruption at all times. This disapplies Clause 6.8 of the Core Terms.

7 Cheques

- 7.1 Barclays will provide the Customer with cheques. The Customer must not issue future dated cheques. If one is presented, Barclays may pay it without regard to the date.
- 7.2 Barclays may pay a cheque even if it is presented more than 6 months after the date of its issue. To stop a cheque, the Customer must provide the information Barclays requires. Barclays will do so if, at the time it receives the relevant information, it is possible to stop the cheque using Barclays' normal processes. Barclays will only accept for collection cheques on a bank's standard form.
- 7.3 If Barclays credits an uncleared cheque to an account and the cheque is later returned unpaid, Barclays may reverse the credit.
- 7.4 Barclays may charge fees for collecting or negotiating a cheque drawn.

8 Single Euro Payments Area (SEPA) Direct Debits

- 8.1 Barclays is authorised to make direct debit payments arranged by the Customer under the SEPA Core Direct Debit Scheme (**Core**) and the SEPA Business to Business Direct Debit Scheme (**B2B**). Further details are provided in the German Processing Guide. These payments can be one-off or recurring. The Customer must sign an application to make payments under SEPA B2B, and additional terms apply.
- 8.2 Where the Customer makes a payment by SEPA Direct Debit under the Core Scheme the Customer may request a refund for the payment within 8 weeks of the date on which the payment was debited from the Customer's account. This right is in addition to the Customer's right to claim a refund for any unauthorised payment within 13 months of the payment. Under the SEPA B2B Direct Debit Scheme, the Customer is not entitled to a refund of an authorised collection.
- 8.3 The Customer may only make a payment by SEPA Direct Debit from a Euro account.
- 8.4 Any dispute with a person who collects direct debits (an **Originator**) must be resolved directly by the Customer with the Originator. The duties of Barclays and the Originator's bank under the SEPA Direct Debit Scheme are not affected by the arrangements between the Customer and the Originator.
- 8.5 If the Customer uses a device, password or procedure, to authorise an Originator to collect a Direct Debit payment, the Customer must notify Barclays immediately if the Customer knows or suspects (i) there has been unauthorised use of that device, password or procedure, (ii) the device is lost or stolen, or (iii) a password or procedure is no longer secret.

9 Information

- 9.1 Barclays makes available details of individual payments through Electronic Services. Unless agreed otherwise, Barclays will not provide paper statements/transaction advices, and where Barclays does provide these, a fee may apply.
- 9.2 The Customer must provide Barclays with any information Barclays reasonably requires, now or in the future, about the Customer, its use of an account or service, a payment, or the origin or destination of funds in order to comply with any applicable laws. The Customer must notify Barclays if there is a change to any information the Customer had provided previously in an Application.

10 Charges

- 10.1 The Customer will pay Barclays' charges for using an account and related services. The charges for the most common services are set out in the German Tariff. Other charges will be set by Barclays on a reasonable basis and will be governed by the applicable statutory provisions. This may include charges for (i) attempting to recover funds, (ii) cancelling an Instruction, (iii) notifying the Customer of the reason for not making a payment and (iv) providing additional information.
- 10.2 All payments to Barclays must be made without set off and without deduction (e.g. for any tax, duty or other charge) unless a deduction is legally required. If a deduction is legally required, the Customer will increase the payment so that Barclays receives the amount due to it before the deduction.
- 10.3 Barclays may deduct charges from an account, even if this causes an Unarranged Overdraft.
- 10.4 If the Customer gives Barclays an Instruction that would create an Unarranged Overdraft, the Customer will pay the relevant charge set out in the German Tariff for making or refusing the payment.
- 10.5 Barclays may vary the German Tariff and introduce new charges by giving notice to the Customer. Barclays, at its reasonable discretion, may also vary any charges that are not set out in the German Tariff by giving 2 months' notice to the Customer.

11 Set Off

- 11.1 Barclays may, at any time and without notice, set off any of the Customer obligations to Barclays against any liability of Barclays to the Customer in any country.
- 11.2 Where necessary to make the set off, Barclays may convert the Customer's obligations to the currency of Barclays' liability to the Customer, at Barclays' relevant currency exchange rate.
- 11.3 Barclays may not set off the credit balance on an account where (i) the Customer has informed Barclays that the Customer holds that balance on behalf of another person, and (ii) Barclays has acknowledged this in writing or the account is designated as a 'client' or 'trust' account.
- 11.4 The Customer may only set off Barclays' liability to the Customer against the Customer's obligations to Barclays, if Barclays' liability is undisputed or has been confirmed by a final court decision.

12 Other Payment Businesses

- 12.1 The Customer may allow a Payment Business to give Instructions to Barclays and/or request Customer information from Barclays. A **Payment Business** is an organisation holding a licence authorising it to provide payment initiation services and/or account information services in Germany. Further information about Payment Businesses is set out in the German Regulatory Information Guide.
- 12.2 To give Instructions/request Customer information, the Payment Business will need to communicate with Barclays using a secure channel. Details of the secure channel are set out in the German Processing Guide.
- 12.3 The Customer cannot instruct Barclays to cancel an Instruction that Barclays has received from a Payment Business. Barclays is not required to check whether there are any limitations on the information the Customer has allowed the Payment Business to request from Barclays.
- 12.4 Barclays will notify the Customer if it does not act on an Instruction/information request from a Payment Business. Barclays will notify the Customer through the secure channel, by phone or email.

13 Changes to the German Customer Agreement

- 13.1 Barclays may announce a change to the German Customer Agreement by giving 2 months' notice to the Customer.
- 13.2 If Barclays announces a change to the German Customer Agreement, the notice must clearly state (i) the date on which the change takes effect, and (ii) that unless the Customer advises Barclays it does not accept the change before that date, the change will take effect. If, having received the notice, the Customer does not advise Barclays it does not accept the change before the relevant date, the change will take effect. If the Customer does not accept the change, Barclays may close any accounts or terminate any services by giving one month's notice to the Customer.

14 Security

- 14.1 As security for any of its obligations to Barclays (whether present, future or contingent, and including any liability for the obligations of another person), the Customer gives Barclays a pledge over:
 - 14.1.1 any debts Barclays owes to the Customer arising from the banking relationship, including credit balances held on any account, now or in the future.
 - 14.1.2 any of the Customer's shares or other securities held by Barclays, now or in the future.
- 14.2 Barclays may also require the Customer to provide additional security for any of its obligations to Barclays (whether present, future or contingent) if circumstances occur or become known which justify a higher risk assessment of the claims against the Customer. This may, in particular, be the case if:
 - 14.2.1 the economic status of the Customer has changed or threatens to change in a negative manner; or
 - 14.2.2 the value of the existing security has deteriorated or threatens to deteriorate.
- 14.3 The Customer must provide the additional security within a reasonable period of time after having received Barclays' request. If Barclays does not request security at the time it grants a facility to the Customer, Barclays may still do so later unless Barclays expressly agreed that the Customer either does not have to provide any security or must only provide that security which has been specified.

15 Termination

- 15.1 The right of the Customer to terminate the German Customer Agreement for cause remains unaffected by Clause 8.1 of the Core Terms.
- 15.2 Where the Core Terms allow Barclays to terminate an account or service without notice, Barclays will give the Customer a warning and, if relevant, allow the Customer reasonable time to take corrective action, except where the termination is for illegality or insolvency.
- 15.3 Clauses 8.2.5 and 8.2.6 of the Core Terms (which provide that Barclays may close an account immediately if, in Barclays' opinion, the Customer (i) behaves in a seriously inappropriate manner that makes it reasonable for the Bank to take immediate action, or (ii) puts Barclays' in a position, or gives an Instruction, which might materially damage Barclays' reputation, or result in it breaking a law, regulation, or sanction) are disapplied.

16 Liability

- 16.1 Barclays is not liable to the Customer for any payment from, or access to, an account if the Customer or a User:
 - 16.1.1 has not provided correct details of a payee's account number and branch identifier, even if the correct account name has been provided,
 - 16.1.2 has acted fraudulently,
 - 16.1.3 fails to comply with the German Customer Agreement, the Instructions, or the security advice of user guides for an Electronic Service, fails to keep a cheque secure, advise Barclays of losing a cheque or completes a cheque so that it is not easy to alter, unless the loss is caused by a deliberate act of Barclays or its gross negligence.
- 16.2 Barclays will not refund unauthorised, late or incorrectly executed payments, regardless of whether the Instruction is given electronically, by cheque, or other paper instruction, unless the Customer notifies Barclays of its claim within 13 months of the payment date.
- 16.3 Where Barclays is liable to refund the Customer for an unauthorised payment (whether Barclays received the Instruction from the Customer or a Payment Business), Barclays will refund the Customer as soon as practicable, and not later than the end of the next Business Day.
- 16.4 Barclays' liability for incorrectly executed payments depends on whether the Customer is the payer or payee. Provided that the Client notifies Barclays within 13 months of the payment date, where the Customer is:
 - 16.4.1 the payer, and the payee's account provider has not received the payment, Barclays will immediately refund the payment and any related charges the Customer has paid, with the credit value date of the refund being the date the account was debited.
 - 16.4.2 the payer, and a late payment has been made by Barclays, so long as the Instruction was received from the Customer rather than a Payment Business or a payee's account provider and the payment was to an account in the EEA (the EEA countries are explained in the German Processing Guide), the Customer can direct Barclays to request that the payee's account provider ensure that the correct value date is applied to the payee's account.
 - 16.4.3 the payee, and the Customer initiates an Instruction which Barclays executes incorrectly, Barclays must re-submit the relevant Instruction, ensuring that when the payment is credited, the credit value date is the same as if the payment had been executed correctly.

- 16.4.4 the payee, and Barclays credits an account late, Barclays will immediately credit the account with the relevant amount, refund any related charges that were incurred, and credit value date the payment the same as if it had been credited on time.
- 16.5 Provided that Barclays did not make the payment deliberately or as a result of gross negligence, Barclays' liability for an unauthorised or incorrectly executed payment is limited to the amount of the payment and any charges or interest the Customer has paid or any interest the Customer would have earned.
- 16.6 Barclays is not liable for:
- 16.6.1 any loss arising from unsecured electronic communications being intercepted, corrupted or not being received.
- 16.6.2 any loss arising from a Payment Business failing to keep Customer information secure.
- 16.6.3 any indirect loss, or loss of business, goodwill, opportunity or profit, unless the loss was caused by Barclays' gross negligence or a deliberate act.
- 16.6.4 the acts of any correspondent bank that Barclays selects, provided that Barclays exercises reasonable skill and care in selecting the correspondent bank.
- 16.6.5 any loss arising from an unforeseeable event that Barclays cannot avoid or prevent.
- 16.7 If Barclays acts on an Instruction it received from a Payment Business using a secure channel, and the Customer has not authorised the Instruction, Barclays will reimburse the Customer so long as the Customer notifies Barclays within 13 months of the payment. To obtain a refund, the Customer must notify Barclays rather than the Payment Business.
- 16.8 If Barclays discovers that a Customer was not entitled to a refund or the wrong amount was refunded, Barclays may reverse or adjust the refund.

17 Governing Law and Jurisdiction

The German Customer Agreement, and any non-contractual obligations arising out of, or in connection with, the German Customer Agreement and the establishment of the business relationship between Barclays and the Customer, are governed by, and construed in accordance with, German law. The courts of Frankfurt am Main shall have exclusive jurisdiction.

Regulatory Information Guide

Germany

This Guide sets out important regulatory information about Barclays Bank Ireland PLC in Germany. It covers:

- Who we are
- Deposit Protection Funds
- Phone calls to us
- Banking secrecy, the disclosure of banking affairs and data protection
- Information about Payment Businesses
- Deviation from German statutory rules

1 Information about Barclays

Barclays Bank Ireland PLC, a public limited company under Irish law, is registered in Ireland (Company No. 396330) with its registered office at One Molesworth Street, Dublin 2, Ireland, D02 RF29. Barclays Bank Ireland PLC is regulated by the Central Bank of Ireland. Barclays Bank Ireland PLC Frankfurt Branch is registered at the commercial court (*Amtsgericht*) in Frankfurt am Main under HRB 113067 with registered office at TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, Germany. Executive Committee of Barclays Bank Ireland PLC: Kevin Wall (CEO), Keith Smithson and James Kelly. Chairman: Helen Keelan. Branch Management of Barclays Bank Ireland PLC Frankfurt Branch: Peter Kimpel and Silvia Schmitten-Walgenbach. A list of names and personal details of every director of the company is available for inspection to the public at the company's registered office.

To contact Barclays Bank Ireland PLC Frankfurt Branch, you should use the details provided for you by your Relationship Manager. For general enquiries, you may also write to: Barclays Bank Ireland PLC, TaunusTurm, Taunustor 1, 60310 Frankfurt am Main, or phone: +49 69 716 100.

The German Customer Agreement and any communications relating to the German Customer Agreement and the banking relationship with Barclays will be in English or German.

Barclays is a trading name of Barclays PLC and its subsidiaries.

2 Deposit Protection Funds

2.1 Protection under the Deposit Guarantee Scheme in Ireland

- 2.1.1 We are covered by Ireland's statutory Deposit Guarantee Scheme (DGS). The DGS pays compensation to eligible depositors if a credit institution is unable to meet its financial obligations. The maximum amount payable is €100,000 in respect of all eligible deposits held by one depositor. The Central Bank of Ireland requires us to give you the DGS Depositor Information Sheet to help you understand whether and how your deposits are protected. You should read this document carefully and then keep it safe for future reference. For further information on the DGS, please refer to the DGS website (www.depositguarantee.ie).

2.2 Protection under the *Einlagensicherungsfonds*

2.2.1 Scope of protection

The Bank is a member of the Deposit Protection Fund of the Association of German Banks (*Einlagensicherungsfonds des Bundesverbandes deutscher Banken e.V.*). In accordance with its By-laws – subject to the exceptions provided for therein – the Deposit Protection Fund protects deposits, i.e. credit balances which result from funds left in an account or from temporary situations deriving from banking transactions and which the Bank is required to repay under the conditions applicable.

Not protected are, inter alia, deposits forming part of the Bank's own funds, liabilities from bearer and order bonds, as well as deposits of credit institutions within the meaning of Article 4 (1), point (1) of Regulation (EU) No. 575/2013, financial institutions within the meaning of Article 4 (1), point (26) of Regulation (EU) No. 575/2013, investment firms within the meaning of Article 4 (1), point (1) of Directive 2004/39/EC and central, regional and local authorities.

Deposits of other creditors as natural persons and as foundations with legal capacity are only protected if the deposit is not a liability from a registered bond or a promissory note and the term of the deposit is not more than 18 months.

Deposits that already existed before 1 January 2020 shall not be subject to this limitation of term. After 31 December 2019, the 'grandfathered' status pursuant to the preceding sentence shall cease to apply as soon as the deposit in question falls due, can be terminated or otherwise reclaimed, or if the deposit is transferred by way of individual or universal succession in title.

Liabilities of banks that already existed before 1 October 2017 are protected in accordance with and under the conditions laid down in the provisions of the By-laws of the Deposit Protection Fund applying until 1 October 2017. After 30 September 2017, the 'grandfathered' status pursuant to the preceding sentence shall cease to apply as soon as the liability in question falls due, can be terminated or otherwise reclaimed, or if the liability is transferred by way of individual or universal succession in title.

The Deposit Protection Fund shall only make compensation payments if and insofar as deposits exceed the protection ceiling of the home country deposit protection scheme. The scope of the home country deposit protection may be obtained on the internet from the website of the responsible deposit protection scheme, the address of which shall be provided by the bank on request.

2.2.2 Protection ceilings

The protection ceiling shall be notified to the customer by the Bank on request. It is also available on the internet at <http://www.bankenverband.de>

2.2.3 Validity of the By-laws of the Deposit Protection Fund

Further details of protection are contained in Section 6 of the By-laws of the Deposit Protection Fund, which are available on request.

2.2.4 Transfer of claims

To the extent that the Deposit Protection Fund or its mandatory makes payments to a customer, the respective amount of the customer's claims against the Bank, together with all subsidiary rights, shall be transferred simultaneously to the Deposit Protection Fund.

2.2.5 Disclosure of information

The Bank shall be entitled to disclose to the Deposit Protection Fund or to its mandatory all the necessary information in this respect and to place documents at their disposal.

3 Phone calls to us

Calls may be monitored and/or recorded provided the person calling Barclays agrees to the call being recorded.

4 Banking secrecy, the disclosure of banking affairs and data protection

4.1 Banking secrecy

Barclays has a duty to keep any information it holds about the Customer secret. Barclays may only disclose this information if it is legally required to do so, or if the Customer agrees to the disclosure.

4.2 Data protection

Barclays will only collect, process or use the Customer's personal information for the purposes of providing the Customer with the relevant accounts, services or facilities. Barclays will do this in compliance with data protection law.

5 Payment Businesses

As of 13 January 2018 onwards, Payment Businesses can be authorised or registered by Bundesanstalt für Finanzdienstleistungsaufsicht (**BaFin**) according to sections 10 and 34 of the Payment Services Supervision Law (*Zahlungsdienstleistungsaufsichtsgesetz*), (or, where the Payment Business is based overseas, the equivalent EEA regulator) to offer payment initiation services (this is where a customer authorises a Payment Business known as a payment initiation service provider to give payment instructions relating to its accounts with Barclays), and/or account information services (this is where a customer authorises a Payment Business known as an account information service provider to obtain information about the Customer and its accounts held by Barclays).

Barclays provides a secure channel which enables you to allow Payment Businesses to give payment instructions to Barclays and access information about your accounts. Further information about the secure channel is set out in the German Processing Guide.

You are also allowed to authorise organisations other than Payment Businesses to give payment instructions relating to your accounts. If you allow someone who is not a Payment Business to do this, you will not be entitled to a refund for those payments, even if you consider these payments to be unauthorised. For this reason, Barclays recommends you to check whether an organisation is a Payment Business (specifically, whether they hold a licence to provide payment initiation services/account information services) before allowing them to have any access to your accounts.

6 Complaints and resolution of disputes / Ombudsman scheme

The customer has the following options for settling disputes out of court:

- 6.1 The customer may send a complaint to the Bank's point of contact specified in the "List of Prices and Services". The Bank will respond to complaints in the appropriate manner. In the case of payment services contracts, this would be in text form (e.g. by letter, telefax or email).
- 6.2 The Bank participates in the dispute resolution scheme run by the consumer arbitration body "The German Private Banks' Ombudsman" (www.bankenombudsman.de). Customers may have any disputes with the Bank resolved by the Ombudsman. Further details are contained in the "Rules of Procedure for the Settlement of Customer Complaints in the German Private Commercial Banking Sector", which are available on request or can be downloaded from www.bankenverband.de. Complaints should be addressed in text form (e.g. by letter, telefax or email) to the Customer Complaints Office at the Bundesverband deutscher Banken (Association of German Banks), Postfach (P.O. Box) 040307, 10062 Berlin; fax: +49 (0)30 16633169; email: ombudsmann@bdb.de.
- 6.3 In addition, customers may make complaints at any time in writing or orally on the record to the German Federal Financial Supervisory Authority (*Bundesanstalt für Finanzdienstleistungsaufsicht*), Graurheindorfer Strasse 108, 53117 Bonn about breaches by the Bank of the German Payment Services Supervisory Act (*Zahlungsdienstleistungsaufsichtsgesetz – ZAG*), Sections 675c–676c of the German Civil Code (*Bürgerliches Gesetzbuch – BGB*) or Article 248 of the Act Introducing the German Civil Code (*Einführungsgesetz zum Bürgerlichen Gesetzbuch – EGBGB*).

7 Deviation from statutory rules

In accordance with section 675e para. 4 of the German Civil Code (*Bürgerliches Gesetzbuch, BGB*) the German Customer Agreement deviates from the requirements of section 675d para. 1 to 5, 675g, 675h, 675p, 675v, 675w, 675y, 675z, 676 and 676b BGB which are expressly waived by the Customer.

Processing Guide Germany

The information in this Guide is correct at the time it is provided to you, but may be subject to change from time to time. You can ask your Relationship Team for the latest copy of this Guide at any time.

1 Incoming Transactions

Cheques

For cheques delivered to Barclays' Frankfurt branch payable in Euro and drawn on Barclays Germany, funds will be available and interest may be earned on the Business Day on which the cheque is deposited. However, the cheque may be returned unpaid for up to 7 Business Days from the date the cheque was presented to Barclays.

For cheques delivered to Barclays' Frankfurt branch payable in Euro and drawn on other German banks, funds are credited on the Business Day on which the cheque is deposited. On the following Business Day, funds will be available and interest may be earned. However, the cheque may be returned unpaid for up to 7 Business Days from the date the cheque was presented to Barclays.

Information on the times for processing cheques that are not payable in Euro and/or drawn on a bank or branch outside Germany is available upon request.

Electronic Payments

Cut-Off Times do not apply to incoming electronic payments. Barclays will credit the relevant account as soon as funds are received by Barclays in Germany.

Cash

It is not possible to pay in cash at the Frankfurt branch of Barclays. Barclays offers cash handling services in Germany through an alliance with ReiseBank AG, leveraging their branch network. Processes relating to these services will depend on your specific requirements and the services being used. Please contact your relationship team for further information.

2 Outgoing Transactions

Charges

Where the Customer is making a payment to an account in an EEA Country, the Customer must pay Barclays' charges for the transfer, and the beneficiary must pay its account provider's charges for the transfer. This restriction, which is a requirement of the European Payment Services Directive (2015/2366) (the PSD), does not apply to payments to accounts outside of the EEA.

Cut-Off Times

The following table details the Cut-Off Times for processing by Barclays in Germany:

Outgoing Transactions (Customer Account Debited)							
Service Type	Cut-Off Times (CET)				Processing cycles		
	Barclays.Net & Barclays iPortal	SWIFTNet FIN	Barclays File Gateway (SWIFTNet FileAct, EBICS T/TS, C:D Secure+, SFTP, FTPS)	Barclays SEPA Direct	Barclays Receipt or Execution Date	Value Date Applied on Barclays Customer Account	Due Date on Counterparty Bank
Euro Transactions, no FX conversion							
SEPA Credit Transfer, domestic and cross-border	17:00	Not available	18:00	17:00	D	D	D+1
Wire Transfer in EUR, domestic and cross-border	16:00	16:00	16:00	Not available	D	D	D
Inter-Account Transfer in EUR, domestic	18:15	18:15	18:15	Not available	D	D	D
Inter Account Transfer in EUR, cross-border	16:00	18:15	18:15	Not available	D	D	D
Wire transfer payments from currency accounts with no FX conversion							
AED	15:30	15:30	15:30	Not available	D	D	D+1
AUD	15:15	15:15	15:15	Not available	D	D	D+1
CAD	15:15	15:15	15:15	Not available	D	D	D
CHF	11:45	11:45	11:45	Not available	D	D	D
CZK	10:15	10:15	10:15	Not available	D	D	D
DKK	11:45	11:45	11:45	Not available	D	D	D
GBP	18:15	18:15	18:15	Not available	D	D	D
HKD	15:30	15:30	15:30	Not available	D	D	D+1
HRK	09:45	09:45	09:45	Not available	D	D	D
HUF	10:15	10:15	10:15	Not available	D	D	D
JPY	15:30	15:30	15:30	Not available	D	D	D+1
KES	15:30	15:30	15:30	Not available	D	D	D+1
MXN	10:15	10:15	10:15	Not available	D	D	D
NOK	11:45	11:45	11:45	Not available	D	D	D
NZD	15:30	15:30	15:30	Not available	D	D	D+1
PLN	10:45	10:45	10:45	Not available	D	D	D
RON	10:15	10:15	10:15	Not available	D	D	D
SAR	15:30	15:30	15:30	Not available	D	D	D+1
SEK	11:45	11:45	11:45	Not available	D	D	D
SGD	15:30	15:30	15:30	Not available	D	D	D+1
TRY	10:45	10:45	10:45	Not available	D	D	D
USD	18:15	18:15	18:15	Not available	D	D	D
ZAR	11:45	11:45	11:45	Not available	D	D	D

An instruction sent by SWIFT that requires manual intervention may be subject to earlier Cut-Off Times.

Payment Processing Times

The maximum execution time for payments in Euro to a beneficiary in an EEA Country, is one Business Day if the instruction has been given electronically, or two Business Days if the instruction was given on paper.

The maximum execution time for a payment in the currency of any other EEA Country to a bank in an EEA Country is four Business Days.

If the Instruction is to execute a payment on the same day, the execution time runs from the time the Instruction is received by Barclays. If the Instruction is to execute the payment on a future date, the execution time runs from that future date.

3 SEPA

With a SEPA payment, the payer (with a SEPA credit transfer) or the payee (with a SEPA Direct Debit) can include up to 140 characters of information about the payment at the time of initiating it. This information may not appear in full on statements but is available from Barclays on request.

Overview of SEPA Direct Debit

SEPA Direct Debit is a means of originating Direct Debits/making a Direct Debit payment in Euro across the Single Euro Payments Area (SEPA). A SEPA Direct Debit will be made where a person gives authority to a third party (the Originator) to take a payment from its bank account. SEPA is currently made up of all the EEA Countries together with San Marino, Switzerland and Monaco and their territories.

There are 2 SEPA Direct Debit schemes: (i) SEPA Core Direct Debit, and (ii) SEPA B2B Direct Debit. The Core scheme can be used to originate payments from both consumers' and business customers' accounts. The B2B scheme can only be used to originate payments from business customers' accounts.

The European Payments Council has published separate rulebooks governing both schemes. Where Barclays allows the Customer to make payments under a particular scheme, Barclays must comply with the latest version of the rulebook for that scheme. As well as providing the account from which the Customer will make the SEPA Direct Debit payment, Barclays may provide the account into which the SEPA Direct Debit payment will be collected by the Originator.

Customer rights as a Debtor under the SEPA Direct Debit Schemes

The Customer may request that Barclays prohibits any payments leaving its accounts by SEPA Core Direct Debit (either generally or to a specific recipient) and may also limit payments by amount and frequency.

The Customer may request that Barclays obtains all relevant information, including any Instruction, in relation to a SEPA Direct Debit. Barclays will provide this to the Customer without undue delay.

4 External Reference Rates

Details of external reference rates are available from the Barclays website:

- <https://www.barclayscorporate.com/general-info/externalreferencerates.html> for most currencies
- <https://www.barclayscorporate.com/general-info/interestrates/currentsterlinginterestrates.html> for Sterling.

5 Payment Businesses

File Gateway is currently Barclays' secure channel for communications with Payment Businesses. Using File Gateway, a Payment Business is able to submit files containing one or more Instructions and receive information.

Before a Payment Business can communicate with Barclays using File Gateway, the Customer will need to apply for this service if it is not an existing user of this service.

The Customer will not need to disclose any passwords or login credentials to the Payment Business to enable it to use the secure channel.

Further information about File Gateway is available on request.

6 Inbound and Foreign exchange payments

Inbound payments

If the Customer instructs Barclays to make a SEPA payment (or receives an Instruction to credit a SEPA payment) and the Customer does not have a euro account from which to make or receive the payment, then the transaction will be rejected (or returned to the paying bank). However, for all other payments, Barclays will only ever credit a payment to the account specified in the instructions received from the payer's account provider, even if the Customer has a separate account in the same currency as the payment Barclays has received.

Cross Currency Payments

If the Customer receives a payment, or asks Barclays to make a payment, in a different currency from that of the account, Barclays will determine the foreign exchange rate to apply based on a Reference Exchange Rate. The Reference Exchange Rate is a rate calculated or obtained by Barclays which changes regularly with currency market movements.

Barclays will add an FX Margin which depends on the foreign currency to be converted and the amount of the payment to the Reference Exchange Rate to determine the exchange rate for a particular payment transaction. The Customer can ask Barclays for its Reference Exchange Rate and/or margin for these payment transactions at any time by contacting its Relationship Team. Barclays will apply its Reference Exchange Rate to the payment transaction at the time the payment transaction is processed.

If the Customer asks Barclays to make a payment on a future date and does not agree a rate for that payment, Barclays will calculate the foreign exchange rate using the relevant Reference Exchange Rate at the time it processes the payment.

If the Customer asks Barclays to make a payment which will require a currency conversion, Barclays will confirm whether the foreign exchange rate is guaranteed or indicative.

7 Interest

If interest is payable on an account, the time from which interest becomes payable on funds credited to an account depends on how the funds were received.

Type of payment to an account	Interest payable
Electronic payments in Euro	The same Business Day
Cheques	See Cheques section above

8 Instructions

Except for cheques, Barclays never uses the account name provided in an Instruction to process payments (debiting or crediting an account). Barclays uses:

- the IBAN and, if provided, the BIC (SEPA payments to an account in the EEA), or
- the IBAN and BIC (most international payments, and SEPA payments to accounts outside of the EEA), or
- the account number and national clearing code (for payments to countries which do not support IBAN and BIC). Further information is available on request.

If the Customer gives the wrong details in an Instruction, Barclays will attempt to recover the payment, and will also provide information to help the Customer claim repayment.

9 Glossary

A **Business Day** is a day in Germany on which banks are generally open for business, excluding weekends and local public holidays.

A **Cut-Off Time** is a time by which Barclays must receive a payment instruction or a payment into an account if it is to be processed that day.

D means the day on which Barclays receives a funds transfer or a payment or collection instruction, or if this is after a Cut-Off Time or on a non-Business Day, the next Business Day. **D-x** means x Business Days before D. **D+x** means x Business Days after D.

Due Date at Counterparty Bank means the date on which the beneficiary bank will receive funds if the payment is in the currency of an EEA Country to a bank in an EEA Country. For any other transaction it means the date that Barclays will aim to give value to the beneficiary bank or the relevant correspondent bank.

An **EEA Country** is a country in the European Economic Area. This incorporates all European Union member states, as well as Iceland, Liechtenstein and Norway.

BIC means bank identifier code.

IBAN means international bank account number.