

## **Part VII Scheme**

### **Summary of General Contractual Amendments**

This table sets out a summary of all of the general contractual amendments which will apply to each Transferring Agreement, Transferring Ancillary Document, Duplicated Agreement and Duplicated Ancillary Document, each as defined in the Part VII Scheme. In addition to the general amendments, there are specific amendments (as described below). To the extent that the specific amendments conflict with general amendments, the specific amendments shall prevail. The links to the relevant summaries of specific amendments can be found below:

- Summary of Corporate Banking contract amendments can be found [here](#)
- Summary of Investment Banking contract amendments – Terms of Business can be found [here](#)
- Summary of Investment Banking contract amendments – certain Markets trading agreements (ISDA Master Agreement, CSA, GMRA & GMSLA) can be found [here](#)
- Summary of Investment Banking contract amendments – all other agreements referenced in the Scheme can be found [here](#)
- Summary of PBOS contract amendments can be found [here](#)
- Summary of Branch supplier contracts can be found [here](#)

The purpose of this summary is to provide an explanation of the amendments made to the relevant documents under the Part VII Scheme so as to make the Scheme more accessible. This summary is not an exhaustive list of amendments made by the Part VII Scheme. If you would like to view a comprehensive list of amendments, please see Part A of Schedule 3 of the [Scheme](#).

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<i>No.</i>	<i>General Amendment Reference in Schedule 3 – Part A of Scheme Document</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
1.	1.1 1.2 1.11 1.12 1.13 1.18 1.19	Name and contact details	References to Barclays Bank PLC (" <b>BBPLC</b> ") and Barclays Capital Securities Limited (" <b>BCSL</b> ") and each entity's country of incorporation, location and office details, company registration details, VAT number, contact details, notice details and legal entity identifier (or similar identification code) shall be amended to refer to the equivalent details of BBI except that any email addresses specified for BBPLC or BCSL in a duplicated ISDA Master Agreement shall remain unchanged and take effect as the email address specified for BBI. In respect of a Duplicated Master Agreement and in relation to the delivery of an early termination notice to BBI only, such early termination notice shall also be copied to the address and the contact details of BBPLC and/or BCSL (as applicable).	As Barclays Bank Ireland PLC (" <b>BBI</b> ") is incorporated in Dublin, references to details such as the incorporation, registration, address, contact information and legal entity identifiers (or similar identification codes) of BBPLC or BCSL shall be amended to refer to the equivalent details of BBI, with the exception of any email addresses specified for BBPLC or BCSL in a duplicated ISDA Master Agreement, which shall remain unchanged. An early termination notice to BBI only shall be copied to BBPLC and/or BCSL for operational purposes.

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	1.3 1.15		References to an EEA branch of BBPLC and the registration details and VAT number and contact details of such branch shall be amended to refer to an EEA branch of BBI and the equivalent details of such branch.	As BBI has branches in the same EEA countries as BBPLC, any references to an EEA branch of BBPLC, including references to any details of such EEA branch, shall be amended to refer to the equivalent EEA branch of BBI and the details of such EEA branch.
	1.20		References to BBI's prior address of "2 Park Place, Hatch Street, Dublin 2, Ireland" and contact details at that prior address shall be amended to refer to BBI's new address of "1 Molesworth Street, Dublin 2, Ireland" and contact details at that new address.	Certain documents in place with BBPLC and/or BCSL refer to BBI and the contact details of BBI. As BBI's address and contact details are going to change, any references to BBI's prior address and contact details shall be amended to refer to BBI's new address and contact details.
2.	1.4	Website details	References to the website of BBPLC and BCSL shall be treated as a reference to the website of BBI (to the extent relevant) or such other website as notified to an in-scope client or counterparty from time to time.	As Barclays' websites are not generally entity specific, any reference to a website of BBPLC and BCSL shall be deemed to be a reference to the website of BBI (to the extent relevant). In the event that a website address requires changing, such other website address shall be notified to the relevant client or counterparty.

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3.	1.5	Account details	Provisions relating to account details of BBPLC and BCSL in respect of assets transferring pursuant to the scheme shall be amended to refer to such account details as BBI shall specify.	As products are transferring from BBPLC and BCSL to BBI, any references to the account details of BBPLC and BCSL shall be amended to refer to the account details of BBI and any references to how client accounts are maintained by BBPLC shall be amended to refer to how such accounts are maintained by BBI.
	1.6		Provisions relating to account details of any company, in-scope client or any other person maintained by BBPLC shall be amended to refer to such details as maintained by BBI.	
	1.7		Provisions relating to any right, power or discretion of BBPLC or BCSL in respect of the balance of an in-scope client's bank account shall be amended to refer to the equivalent right, power or discretion of BBI.	
4.	1.8 1.17	Directors, officers, representatives or employees	Provisions relating to the directors, officers, representatives, employees or agents of BBPLC or BCSL, including all rights and/or duties exercisable by or responsibilities to be performed by BBPLC or BCSL, shall be amended to refer to the equivalent directors, officers, representatives, agent, employees or agents of BBI and the equivalent rights and/or	As a result of the business transferring from BBPLC and BCSL to BBI, any references to the staff members (e.g. directors, employees or agents) of BBPLC or BCSL shall be amended to refer to the equivalent positions within BBI.

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			duties exercisable by or responsibilities to be performed by BBI.	
5.	1.9 1.10	Rates, charges, tariffs, fees, terms and conditions	Provisions relating to any rate, charge, tariff, fee or terms and conditions published by BBPLC or BCSL shall be amended to refer to the equivalent rate, charge, tariff, fee or terms and conditions published by BBI and any variation or amendment of such rate, charge, tariff, fee or terms and conditions by BBPLC or BCSL shall afford BBI the same rights with respect to such variation or amendment.	As a result of the business transferring from BBPLC or BCSL to BBI, any reference to rate, charge, tariff, fee or terms and conditions shall be deemed to have been published by BBI. BBI shall also have the same rights to vary or amend such rate, charge, tariff, fee or terms and conditions.
6.	1.14	Acting as agent	Provisions relating to BBPLC or BCSL acting as agent for another member of the Barclays group or another person shall be amended to refer to BBI acting as agent in the same capacity.	As BBPLC and BCSL can no longer conduct business with EEA clients, BBI will replace BBPLC or BCSL as the agent for another member of the Barclays group or another person.
7.	1.16	Incorporation of terms	Provisions relating to the incorporation of terms in a document entered into with BBPLC and/or BCSL that will be duplicated pursuant to the Part VII Scheme shall be amended to refer to a reference to the relevant duplicated document.	To maintain the consistency of the documents that are being duplicated under the Part VII Scheme, the incorporation of terms in a document with BBPLC and/or BCSL shall be amended to incorporate the equivalent terms in the duplicated document with BBI.

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8.	1.21	Ratings	<p>A credit rating of a particular rating agency in relation to BBPLC or BCSL shall be construed as, and take effect as, a credit rating of that rating agency in relation to BBI, provided that a reference to a credit rating from Moody's Investor Services ("<b>Moody's</b>") in relation to BBPLC or BCSL shall be:</p> <ul style="list-style-type: none"> <li>• deleted if a rating is also specified in the relevant provision for each of Standard &amp; Poor's ("<b>S&amp;P</b>") and Fitch Ratings ("<b>Fitch</b>");</li> <li>• if a rating is also specified for S&amp;P but not for Fitch, replaced (mutatis mutandis) with the Fitch Equivalent Rating for Moody's;</li> <li>• if a rating is also specified for Fitch but not for S&amp;P, replaced (mutatis mutandis) with the S&amp;P Equivalent Rating for Moody's;</li> <li>• if no rating is specified for S&amp;P or Fitch, replaced (mutatis mutandis) with the S&amp;P Equivalent Rating for S&amp;P and the Fitch Equivalent Rating for Fitch in which case, in respect of any provision which provides a consequence (such as, without limitation, a right to terminate) in the event of BBPLC or BCSL (as applicable) not having a specified</li> </ul>	<p>BBPLC has ratings from Moody's, S&amp;P and Fitch, while BBI only has ratings from S&amp;P and Fitch.</p> <p>Accordingly, if an agreement includes a rating requirement in respect of BBPLC which references ratings from each of Moody's, S&amp;P and Fitch, the references to Moody's are deleted.</p> <p>If an agreement includes a rating requirement in respect of BBPLC which references ratings from each of Moody's and S&amp;P (but not Fitch), the references to Moody's will be replaced with references to the equivalent rating for Fitch.</p> <p>If an agreement includes a rating requirement in respect of BBPLC which references only Moody's, the references to Moody's will be replaced with references to the equivalent ratings from Fitch and S&amp;P. In respect of any provision in such an agreement providing a consequence (such as a termination right) if BBPLC does not have the required Moody's rating, such consequence shall instead be</p>
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rating from Moody's (howsoever expressed), such consequence shall instead be triggered by BBI not having the S&P Equivalent Rating from S&P or the Fitch Equivalent Rating from Fitch.

triggered by BBI not having the required S&P rating or the required Fitch rating.

For the purposes of the above, "**S&P Equivalent Rating**" and "**Fitch Equivalent Rating**" means:

In respect of a long-term or short-term credit rating in respect of BBI, the rating of S&P or Fitch (as applicable) shown in the table below as being equivalent to the Moody's rating specified in the relevant provision of the relevant agreement or instrument. In respect of a credit rating of BBI, if the relevant Moody's rating below is equivalent to more than one S&P or Fitch rating (as applicable), the highest of such S&P or Fitch ratings (as applicable) shall apply.

Moody's rating		S&P Equivalent Rating		Fitch Equivalent Rating	
Long Term	Short Term	Long Term	Short Term	Long Term	Short Term
Aaa	P-1	AAA	A-1+	AAA	F1+
Aa1		AA+		AA+	



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			Aa2		AA		AA		
			Aa3		AA-		AA-		
			A1		A+	A-1	A+	F1/F1+	
			A2	P-2/P-1	A		A	F1	
			A3	P2/P-1	A-	A-2	A-	F2/F1	
			Baa1	P-2	BBB+		BBB+	F2	
			Baa2	P-3/P-2	BBB	A-3	BBB	F3/F2	
			Baa3	P-3	BBB-		BBB-	F3	
			Ba1	NP (Not Prime)	BB+	B	BB+	B	
			Ba2		BB		BB		
			Ba3		BB-		BB-		
			B1		B+		B+		
			B2		B		B		
			B3		B-		B-		
			Caa1		CCC+		C		CCC
			Caa2	CCC					
			Caa3	CCC-					
			Ca	CC	CC				
				C	C				
			C	SD/D	D	RD/D		RD/D	

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9.	1.22	Law and regulation	References to BBPLC or BCSL being an authorised institution under the Banking Act 1987, shall be amended to refer to BBI being an authorised institution under the Central Bank Act 1971 of Ireland.	As BBI is incorporated in Ireland and is regulated by the Central Bank of Ireland and the European Central Bank, any references or provisions in connection with the governing law and regulation, rules, requirements and regulatory authorities in the UK shall be amended to refer to its equivalent in Ireland or shall be deleted if there are no such equivalent law and regulation, rules or requirements.
	1.25		References to the Bank of England, Prudential Regulation Authority, Financial Conduct Authority in the UK or Financial Services Authority as the regulatory authority of BBPLC or BCSL shall be amended to refer to the Central Bank of Ireland and/or the European Central Bank as the regulatory authority of BBI.	
	1.26		References to BBPLC or BCSL being a UK tax resident or a bank recognised by HMRC or the UK Inland Revenue shall be deleted.	
	1.27		Provisions relating to BBPLC's or BCSL's duty to comply with applicable laws, regulations, rules or requirements (including tax treaties and international tax arrangements) because it is registered or domiciled in the UK but not applicable to BBI shall be amended to refer to the equivalent	

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			applicable laws, regulations, rules or requirements for BBI because it is registered or domiciled in Ireland and shall be deleted if there are no such equivalent laws, regulations, rules or requirements.	
	1.28		Provisions relating to BBI's or other parties' duty to comply with the applicable laws, regulations, rules or requirements of the UK shall remain unchanged, including as a result of the contract, document or instrument being governed by English law, except that:  (a) references to the bribery, anti-corruption and/or anti-money laundering laws and regulations of the UK shall be amended to refer to the applicable regulations and laws for BBI; and  (b) references to a Sanctions Authority (as defined in the Part VII Scheme) shall be amended to also refer to a Sanctions Authority of Ireland.	
10.	1.23 1.24	'Business day' definition	References to a business day, or dates on which commercial banks are open for business, in London, England or the UK (including, as a result of being specified as 'a place of business' and/or 'a place	As BBI is located in Dublin, references in an agreement to London in a Business Day definition (including, as a result of being specified as 'a place of business' and/or 'a

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			<p>designated for delivery' in respect of a party in a Schedule to a Global Master Securities Lending Agreement) shall be amended to a business day in Dublin, Ireland, except that:</p> <p>(a) in respect of certain agreements such as the ISDA Master Agreement or ISDA Credit Support Deed, where the relevant reference to London, England or the UK for the transferring transaction relates to an underlying asset, benchmark (e.g. LIBOR), index (e.g. FTSE 100), reference rate or reference asset (e.g. Gilts), such references to London shall not change;</p> <p>(b) in respect of a master agreement or other agreements entered into with a prime brokerage client, such references to London shall not change; and</p> <p>(c) in respect of a payment to be made in pounds sterling, Dublin, Ireland shall be added to the existing definition of business day. <b><i>This shall not apply to a master agreement or other agreements entered into by BBPLC or BCSL in respect of their investment banking business (including any</i></b></p>	<p>place designated for delivery' in respect of a party in a Schedule to a Global Master Securities Lending Agreement) shall be amended to reference a business day in Dublin, Ireland. This amendment shall not be made however (i) in the circumstances where there is a need under the relevant agreement for London to be open for business such as where, for example, the underlying assets are held in the UK securities depository CREST or the inter-bank rates referenced by such agreement (or transaction entered into thereunder) are set in London; or (ii) to an agreement entered into with a prime brokerage client.</p> <p>In addition, in respect of any business day definition which determines the date on which payments are to be made, if London has been specified as a business day, Dublin shall be added as a business day (in addition to London). <b><i>This change shall not apply to master agreements or other agreements entered into by BBPLC or BCSL in respect of their investment banking business (including any agreements entered into with a prime brokerage client) however meaning</i></b></p>
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			<i>agreements entered into with a prime brokerage client).</i>	<i>that any reference to London in a business day definition determining the date on which payments are to be made in such an investment banking agreement shall remain a reference to just London and Dublin shall not be added.</i>
11.	1.29	Stock exchange	Any references to the Dublin Stock Exchange shall be amended to refer to the Irish Stock Exchange.	The Dublin Stock Exchange appears as an erroneous reference in certain documents, as such any references to the Dublin Stock Exchange shall refer to the Irish Stock Exchange.
12.	2	Business Letters	<p>The strapline of each business letter issued by BBPLC, BCSL and BBPLC's French, Spanish and Italian branches shall be amended to include the language relating to the relevant directors' details at the company's registered office for a nominal fee.</p> <p>The strapline of each business letter issued in London shall be amended to include language in relation to the disclosure of calls being recorded for security or other purposes.</p> <p>Each business letter or other document that includes a regulatory disclosure statement or is required to</p>	As business letters will be deemed to have been issued from BBI, the strapline of business letters shall be amended to comply with BBI's requirements.

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			<p>include a regulatory disclosure statement in accordance with the Central Bank of Ireland's Consumer Protection Code 2012 or other rules or requirements applicable in Ireland shall be amended to include:</p> <p>(a) language that specifies BBI is regulated by the Central Bank of Ireland; and</p> <p>(b) where another trading name is used, that other trading name.</p>	
13.	3	Process agent	<p>Each English law governed Transferring Agreement, Transferring Ancillary Document, Pipeline Offer, Duplicated Agreement, Duplicated Ancillary Document or (to the extent transferred at a Subsequent Transfer Time) Residual Item (as applicable) shall be amended to include the irrevocable appointment by BBI of BBPLC as its agent to accept service of process in England for any disputes arising under or in connection therewith.</p>	<p>As BBI is incorporated and located in Ireland, BBPLC shall act as BBI's process agent to accept service of process in England for any disputes arising under or in connection with English law governed documents.</p>
14.	4	Article 55 of the Bank Recovery and Resolution Directive	<p>Provisions relating to the bail-in powers of resolution authorities in all EU27 member states under the Bank Recovery and Resolution Directive ("<b>BRRD</b>") shall be included in all of the agreements.</p>	<p>The BRRD ensures that any exercise of bail-in powers by a resolution authority will automatically be effective within the EU. However, for contracts which are governed by the law of a non-EU country (which will include the UK post-Brexit) which contain a</p>

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				relevant liability, Article 55 of the BRRD provides that a contractual term can be included in such contracts to ensure that the bail-in powers under the BRRD shall apply to such contracts.
15.	5.1	Insolvency Set-off	Any provisions prohibiting the exercise of any set-off right in respect of amounts owed under an agreement shall be amended such that it does not prohibit the exercise of any insolvency set-off right arising under Irish law in the event of the insolvency of BBI.	<p>Under English insolvency laws, any restriction on a client exercising a set-off right included in an agreement entered into by BBPLC or BCSL would not prevent the operation of mandatory insolvency set-off in the insolvency of BBPLC or BCSL as it is not possible to contract out of the operation of English insolvency set-off.</p> <p>There is historic case law which suggests that the Irish courts would uphold a restriction on set-off included in an agreement in the insolvency of one of the parties to such agreement. As a result, an amendment is included to ensure that any restriction on set-off included in an agreement entered into by BBI does not prevent the exercise by a client of an insolvency set-off right in the event of the insolvency of BBI so that clients are in the same position in this respect as they would</p>

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				have been in the insolvency of BBPLC or BCSL.
16.	5.2	Tri-party Set-off	<p>Any provision in an agreement entered into by BBPLC or BCSL (as applicable) providing a set-off (or similar) right to BBPLC/BCSL or the client shall be amended so that:</p> <p>(a) any reference to BBPLC/BCSL (as applicable) as payee (i.e. the party that is owed an amount under the relevant agreement) in that set-off provision shall be replaced with a reference to both BBPLC/BCSL and BBI; and</p> <p>(b) any reference to BBPLC/BCSL (as applicable) as payor (i.e. the party that owes an amount under the relevant agreement) in that set-off provision shall be amended to refer to BBI and BBPLC/BCSL.</p> <p><b><i>This amendment shall not apply to the investment banking business.</i></b></p>	<p>Prior to the Part VII transfer, a client's sole relationship was with BBPLC or BCSL (as applicable) and all its agreements were therefore entered into with BBPLC or BCSL. Any set off provision in favour of BBPLC/BCSL (as applicable) or the client in such agreements could therefore have been relied upon to set off amounts owed under any of such agreements.</p> <p>To maintain this position, any set off provision included in an agreement is expanded such that (using BBPLC as an example) where BBPLC had a set-off right against a client in an agreement both BBPLC and BBI shall now have that set-off right and where the client had a set-off right against BBPLC, the client shall now have a set-off right against both BBPLC and BBI.</p> <p><b><i>This amendment shall not apply to the investment banking business.</i></b></p>



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17.	6	General sharing of information	Provisions shall be amended as required to permit each of BBPLC, BCSL, BBI and their respective professional advisers and other representatives to share information with each other, subject to applicable laws and regulations.	For the purpose of maintaining the continuity of business, each of BBPLC, BCSL, BBI and their respective professional advisers and other representatives shall be able to share information with each other subject to compliance with applicable laws and regulations.
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