

PART VII SCHEME

SUMMARY OF CONTRACTUAL AMENDMENTS FOR OTHER INVESTMENT BANKING DOCUMENTS

This table sets out a summary of key contractual amendments which will apply to each Duplicated Agreement and each Duplicated Ancillary Document related to the Investment Banking business, each as defined in the Part VII Scheme. To the extent that the specific amendments set out below conflict with the general amendments (please see the summary of general contract amendments), the specific amendments shall prevail.

The purpose of this summary is to provide an explanation of the key 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 the amendments made by the Part VII Scheme. If you would like to view a comprehensive list of amendments, please see section 2 of Schedule 3 of the Part VII [Scheme](#).

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SPECIFIC AMENDMENTS

Amendments made to Investment Banking documents

Agreement types: Master Agreements (ISDA Credit Support Deeds, Master Equity & Fixed Interest Stock Lending Agreements, Master Gilt Edged Stock Lending Agreements, Overseas Securities Lender's Agreements, Client Clearing Agreements and Futures Execution and Clearing Agreements) (Duplicated Agreements under the Part VII Scheme)

ISDA Master Agreements, ISDA Credit Support Annexes, Global Master Repurchase Agreements and Global Master Securities Lending Agreements would also be amended pursuant to this specific amendment. The changes made by the Scheme to these agreement types however is available separately in the Summary of Investment Banking contract amendments – certain Markets trading agreements (ISDA Master Agreement, CSA, GMRA & GMSLA)

<i>No.</i>	<i>Specific Amendment Reference in Schedule 3 – Part B of Scheme Document</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
1.	Paragraph 2.2(i)	Addition of pounds sterling as an eligible currency	<p>If 'the currencies of the member states of the European Union' are specified as being an eligible currency for the purposes of the eligibility of securities or collateral under such agreement (or a transaction confirmation entered into under such agreement), pounds sterling shall be added as an eligible currency.</p> <p>Pounds sterling shall have the same valuation percentage (if applicable) as the valuation percentage specified for 'currencies of the member states of the European Union'.</p>	<p>In certain Master Agreements, the parties are able to specify the currencies and/or securities that are eligible to be delivered under such Master Agreement. For example, a Master Agreement may specify which currencies and/or securities are eligible to be delivered as collateral.</p> <p>While we believe the actual number of cases to be limited, there may be instances in a Master Agreement where it is specified that 'the currencies of the member states of the European Union' generally are eligible (rather than listing out each such currency or selecting certain EU currencies). If this general</p>

				<p>language appears in a Master Agreement, the result is that pounds sterling would currently be eligible (e.g. eligible collateral) in such Master Agreement as a result of the United Kingdom being a member state of the European Union.</p> <p>To cater for this limited scenario, an amendment is included in the Part VII Scheme which provides for pounds sterling to continue to be an eligible currency under such Master Agreement after the UK's exit from the EU notwithstanding the UK ceasing to be an EU member state. <u>Please note, the intent of this provision is to keep clients in the same position as they are today. It is not intended to increase the types of collateral used by the parties as compared to what is currently eligible. For example, in cases where there are additional restrictions placed on government bond collateral which disqualify gilts (e.g. must be denominated in EUR), gilts will remain ineligible.</u></p> <p>In certain Master Agreements (particularly in respect of the eligibility of collateral), a valuation percentage is specified for an eligible currency (effectively specifying the 'haircut' that such currency is subject to when delivered as collateral).</p> <p>Upon pounds sterling becoming specified</p>
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2.	Paragraph 2.2(ii)	Addition of gilts as an eligible security	<p>If debt obligations issued by member states of the European Union' are specified as being eligible securities, eligible collateral or eligible credit support for the purposes of the eligibility of securities or collateral under such agreement (or a transaction confirmation entered into under such agreement), equivalent debt obligations of the United Kingdom shall be added as eligible securities, eligible collateral or eligible credit support.</p> <p>They shall have the same valuation percentage (if applicable) as the valuation percentage specified for 'debt obligations issued by member states of the European Union'.</p>	<p>In certain Master Agreements, the parties are able to specify the currencies and/or securities that are eligible to be delivered under such Master Agreement. For example, a Master Agreement may specify which currencies and/or securities are eligible to be delivered as collateral.</p> <p>While we believe the actual number of cases to be limited, there may be instances in a Master Agreement where it is specified that 'debt obligations issued by member states of the European Union' generally are eligible (rather than listing out debt obligations of each such country or selecting debt obligations of certain EU countries). If this general language appears in a Master Agreement, the result is that debt securities issued by the United Kingdom would currently be eligible securities in such Master Agreement as a result of the United Kingdom being a member state of the European Union.</p> <p>To cater for this limited scenario, an</p>

				<p>amendment is included in the Part VII Scheme which provides for UK gilts to continue to be eligible under such Master Agreement after the UK's exit from the EU notwithstanding the UK ceasing to be an EU member state. <u>Please note, the intent of this provision is to keep clients in the same position as they are today. It is not intended to increase the types of collateral used by the parties as compared to what is currently eligible. For example, in cases where there are additional restrictions placed on government bond collateral which disqualify gilts (e.g. must be denominated in EUR), gilts will remain ineligible.</u></p> <p>In certain Master Agreements (particularly in respect of the eligibility of collateral), a valuation percentage is specified for securities (effectively specifying the 'haircut' that such security is subject to when delivered as collateral).</p> <p>Upon gilts becoming specified explicitly in the relevant Master Agreement as an eligible security, they shall be given the same valuation percentage as applied to them under the existing Master Agreement where they were not specified explicitly but fell within a generic definition of 'debt obligations issued by member states of the European Union'.</p>
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Agreement types: Master Gilt Edged Stock Lending Agreements and Overseas Securities Lender's Agreements (Duplicated Agreements under the Part VII Scheme)				
<i>No.</i>	<i>Specific Amendment Reference in Schedule 3 – Part B of Scheme Document</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
3.	Paragraph 2.4	Tax warranty	<p>In any Master Gilt Edged Stock Lending Agreement, Clause 12(E) shall not apply in respect of Barclays Bank Ireland PLC ("BBI").</p> <p>In any Overseas Securities Lender's Agreement, Clause 11.1.5 shall not apply in respect of BBI.</p>	<p>Each of Barclays Bank PLC ("BBPLC") and Barclays Capital Securities Limited ("BCSL") may warrant in any Master Gilt Edged Stock Lending Agreement or Overseas Securities Lender's Agreement entered into by it that it is subject to tax in the United Kingdom in respect of any income arising pursuant to or in connection with the borrowing of securities under such agreement.</p> <p>In each such case, as BBI is not a UK tax resident company, these provisions are amended such that BBI does not give this warranty.</p>
Agreement type: French Banking Federation Master Agreements (a Duplicated Agreement under the Part VII Scheme)				
For a comprehensive list of amendments made to the French Banking Federation Master Agreements, please see Part B of Schedule 3 of the Part VII Scheme . The summary of amendments made to the French Banking Federation Master Agreements will follow.				
Agreement type: German Rahmenvertrag (a Duplicated Agreement under the Part VII Scheme)				

For a comprehensive list of amendments made to the German Rahmenvertrags, please see Part B of Schedule 3 of the Part VII [Scheme](#). The summary of amendments made to the German Rahmenvertrag will follow.

Agreement type: Spanish CMOF (a Duplicated Agreement under the Part VII Scheme)

For a comprehensive list of amendments made to the Spanish CMOFs, please see Part B of Schedule 3 of the Part VII [Scheme](#). The summary of amendments made to the Spanish CMOFs will follow.

Agreement type: Alpha Capture Agreement (a Duplicated Agreement under the Part VII Scheme)

<i>No.</i>	<i>Specific Amendment Reference in Schedule 3 – Part B of Scheme Document</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
4.	Paragraph 2.9	Classification as client	<p>In an Alpha Capture Agreement, any provision which includes the legal entity that treats the counterparty as a client shall be replaced by the following:</p> <p>"Where a Trade Idea is provided to you, you and any fund managed by you (a "Fund") for whose benefit you use the Trade Idea shall be a client of Barclays Bank Ireland PLC."</p>	This amendment clarifies that where a client under an Alpha Capture Agreement is provided with a trade idea, both the client itself and any fund managed by it shall be treated as clients of BBI.

Agreement type: Asset Lending Agency Agreement (a Duplicated Agreement under the Part VII Scheme)

<i>No.</i>	<i>Specific Amendment Reference in Schedule 3 – Part B of Scheme</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
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	<i>Document</i>			
5.	Paragraph 2.10	Time of day	In any Asset Lending Agency Agreement, any reference to a time of day being 'London time' shall be changed to 'Dublin time'.	As BBPLC and BCSL are located in London whereas BBI is located in Dublin, references in Asset Lending Agency Agreements to 'London time' are changed to 'Dublin time'.
Agreement type: Barclays Electronic Trading Terms (a Duplicated Agreement under the Part VII Scheme)				
<i>No.</i>	<i>Specific Amendment Reference in Schedule 3 – Part B of Scheme Document</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
6.	Paragraph 2.11(i)	BBI shall not undertake US securities business	Any statements in any Barclays Electronic Trading Terms specifying that BBPPLC undertakes US securities business in the name of its wholly-owned subsidiary Barclays Capital Inc. shall be deleted and, for the avoidance of doubt, references to BBPLC in such statements shall not be construed nor take effect as references to BBI.	Some Barclays Electronic Trading Terms may refer to BBPLC undertaking US securities business in the name of its wholly-owned subsidiary Barclays Capital Inc. BBI shall not do so and these references are therefore deleted.
7.	Paragraph 2.11(ii)	Amendment to dispute resolution provisions	Any dispute resolution clause in any Barclays Electronic Trading Terms which stipulates submission to arbitration where the client is organised under the laws of or located in any jurisdiction outside of such jurisdictions as may be specified in such clause (including outside of the EU) shall be construed as taking effect so as to include a reference to the UK in the list of jurisdictions so specified.	Certain Barclays Electronic Trading Terms may provide that if the client is not organised under the laws of a jurisdiction specified in the relevant provision, arbitration shall be the dispute resolution mechanism for disputes relating to such Barclays Electronic Trading Terms. Certain Barclays Electronic Trading Terms

				<p>may refer to jurisdictions outside the European Union in such a provision such that if a client is not incorporated in the European Union, disputes will be referred to arbitration. In such a case, clients incorporated in the United Kingdom would currently be within the European Union and therefore disputes will be subject to the jurisdiction of the English courts rather than arbitration. This would cease to be the case upon the United Kingdom leaving the European Union and, as a result, in these cases an explicit reference will be added to the United Kingdom in addition to the reference to the European Union such that the existing position does not change as a result of the United Kingdom leaving the European Union.</p>
<p>Agreement types: Clearing Agreements (Futures Execution and Clearing Agreements, Client Clearing Agreements, ISDA/FIA Client Cleared OTC Derivatives Addenda to the ISDA Master Agreement and the German Clearing Framework Agreement (<i>Clearing-Rahmenvereinbarung</i>)) (Duplicated Agreements under the Part VII Scheme)</p>				
No.	Specific Amendment Reference in Schedule 3 – Part B of Scheme Document	Amendment type	Description of change	Explanation
8.	Paragraph 2.12(i)	Addition of limit to obligation to clear transactions	<p>The following provision shall be added to any Clearing Agreement:</p> <p>"Notwithstanding any other term hereof or any ancillary document hereto, Barclays Bank Ireland</p>	<p>A provision shall be added to any Clearing Agreement stating that BBI shall not have to clear a transaction on behalf of the counterparty until it has notified the client that it is operationally ready to clear transactions.</p>

			PLC shall not be obliged to clear a transaction pursuant to this agreement on behalf of you/client until it has notified you/client that it is operationally ready to clear transactions."	This provision is added to the duplicated Clearing Agreements entered into by BBI as on the date on which Clearing Agreements entered into by BBPLC and BCSL are duplicated BBI may not yet be operationally ready to enter into cleared transactions under them. This is because the corresponding arrangements with central clearing counterparties will not be transferred pursuant to the Scheme and will therefore need to be agreed by BBI with the relevant central clearing counterparties separately.
9.	Paragraph 2.12(ii)	Addition of UK to definition	Any reference to a 'central clearing counterparty established in the European Union' (howsoever expressed) shall be construed as, and take effect as, a reference to a 'central clearing counterparty established in the European Union or the United Kingdom'.	Clearing Agreements entered into by BBPLC and BCSL may contain generic references to a 'central clearing counterparty established in the European Union'. Any such generic reference would currently include central clearing counterparties established in the UK as the UK is part of the European Union. To ensure that central clearing counterparties established in the UK still fall within these definitions after the UK's exit from the European Union, an explicit reference to central clearing counterparties established in the UK is added.
10.	Paragraph 2.12(iii)	Reduction of trading limits	In any Clearing Agreement any limit (including but not limited to any limit, trading parameter or other restriction on a daily, overnight, relative or absolute basis and whether value based or numerical, net or gross, mark to market or	Any limit in a Clearing Agreement applicable to a client of BBPLC or BCSL (as applicable) shall be reduced to zero in the duplicated Clearing Agreement entered into with BBI. A provision shall be added stating that BBI may

			<p>notional) applicable to the client shall be reduced to zero in the duplicated Clearing Agreement entered into with BBI and the following provision shall be added:</p> <p>"Barclays Bank Ireland PLC may notify you/client on one or more occasions after the date hereof that any limit applicable to you/client specified herein (including but not limited to any limit, trading parameter or other restriction on a daily, overnight, relative or absolute basis and whether value based or numerical, net or gross, mark to market or notional) has been increased to such amount specified in such notice."</p>	<p>make a notification on one or more occasions after the date of the Clearing Agreement that any such limit has been increased to such amount as specified in such notice.</p> <p>The rationale for this amendment is that BBI may not be operationally ready to enter into transactions on the date on which the Clearing Agreement is duplicated and the relevant limits (such as trading limits) may need to be phased in. This is because the corresponding arrangements with central clearing counterparties will not be transferred pursuant to the Scheme and will therefore need to be agreed by BBI with the relevant central clearing counterparties separately.</p>
Agreement type: Derivative Cash Account Agreements (a Duplicated Agreement under the Part VII Scheme)				
No.	Specific Amendment Reference in Schedule 3 – Part B of Scheme Document	Amendment type	Description of change	Explanation
11.	Paragraph 2.13(i) & (iv)	Client money references	Any reference to "Client Money" shall be deleted and any description of how BBPLC or BCSL holds client money shall be replaced with a description of how BBI will hold cash from clients.	<p>Where BBPLC holds cash from clients, it is held as banker and not as trustee in accordance with the FCA's rules and regulations. Upon transfer to BBI, there will be no change.</p> <p>BCSL, as an investment firm, is required to</p>

				hold any cash from its clients which is not transferred to BCSL under a title transfer arrangement as "Client Money" in accordance with the FCA's rules and regulations. Once BCSL transfers its business to BBI, client money held on a client's behalf will be held by BBI as banker and will be treated in the same way as a cash deposit in a bank account. This is because BBI is a bank pursuant to the Capital Requirements Directive and capitalised accordingly.
12.	Paragraph 2.13(ii)	Definition of Rules	Any definition of "Rules" shall be replaced with the words "Rules means the MiFID Regulations and all other applicable legal rules and guidance applicable to entities regulated by the CBI and (if applicable) the rules of any relevant central clearing counterparty and/or exchange".	The Derivative Cash Account Agreements entered into by BBPLC and BCSL may contain references to 'Rules' which will specify UK regulations applicable to BBPLC and BCSL. Any such definition shall be amended to reference the regulations applicable to BBI.
13.	Paragraph 2.13(iii)	Definition of deposit insurance	Any reference to UK deposit insurance provided by the 'Financial Services Compensation Scheme' shall be replaced with a reference to the Deposit Guarantee Scheme established under the European Union (Deposit Guarantee Scheme) Regulations 2015.	Eligible deposits held with BBI will be protected under the Irish statutory deposit guarantee scheme rather than under the UK Financial Services Compensation Scheme. Any relevant reference in a Derivative Cash Account Agreement will be are amended to reflect this.
Agreement type: Distribution Agreements (a Duplicated Agreement under the Part VII Scheme)				
No.	Specific Amendment	Amendment type	Description of change	Explanation

	<i>Reference in Schedule 3 – Part B of Scheme Document</i>			
14.	Paragraph 2.14	Addition of UK to definition	In any Distribution Agreement, any reference to (including any restriction on) the distribution of packaged retail and insurance-based investment products (as defined in Regulation (EU) 1286/2014 of the European Parliament and of the Council of 26 November 2014) in the European Economic Area and/or European Union shall be deemed to include a reference to their distribution in the United Kingdom.	As the UK is expected to have an equivalent regulatory regime to the EU after the UK's exit from the EU, this amendment ensures any provisions relating to the distribution of packaged retail and insurance-based investment products in the EU shall continue to apply to their distribution in the UK after the UK's exit from the EU.
Agreement type: Non-Prime Custody Agreements (a Duplicated Agreement under the Part VII Scheme)				
<i>No.</i>	<i>Specific Amendment Reference in Schedule 3 – Part B of Scheme Document</i>	<i>Amendment type</i>	<i>Description of change</i>	<i>Explanation</i>
15.	Paragraph 2.15(i)	Definition change	In any Non-Prime Custody Agreement, any reference to 'England' or 'English' (excluding any reference relating to the governing law of the contract or to the courts of England having jurisdiction to settle disputes in respect of the contract) shall be replaced with 'Ireland' and 'Irish'.	As BBPLC and BCSL are incorporated in England whereas BBI is incorporated in Ireland, references to 'England' and 'English' in any Non-Prime Custody Agreement can generally be changed to 'Ireland' and 'Irish'. As the Non-Prime Custody Agreements shall remain governed by English law and subject to the jurisdiction of the courts of England, any

				such reference relating to the governing law of the contract or the courts having jurisdiction to settle disputes shall not be changed.
16.	Paragraph 2.15(ii), (iii), (vi), (vii) & (xi)	Client money references	Any reference to "Client Money" shall be deleted and any description of how BBPLC or BCSL holds client money shall be replaced with a description of how BBI will hold cash from clients.	<p>Where BBPLC holds cash from clients, it is held as banker and not as trustee in accordance with the FCA's rules and regulations. Upon transfer to BBI, there will be no change.</p> <p>BCSL, as an investment firm, is required to hold any cash from its clients which is not transferred to BCSL under a title transfer arrangement as "Client Money" in accordance with the FCA's rules and regulations. Once BCSL transfers its business to BBI, client money held on a client's behalf will be held by BBI as banker and will be treated in the same way as a cash deposit in a bank account. This is because BBI is a bank pursuant to the Capital Requirements Directive and capitalised accordingly.</p> <p>In respect of securities, references to BBPLC and BCSL holding securities in accordance with the CASS Rules shall be amended to reference the regulations applicable to BBI.</p>
17.	Paragraph 2.15(iv)	Change of regulatory reference	In any Non-Prime Custody Agreement, any reference to a Transferring Entity being a 'CRD credit institution' shall be replaced with a reference to the Transferee being a 'credit institution authorised under Directive 2013/36/EU of the	BBPLC as a UK credit institution will be referred to as being a CRD credit institution in the Non-Prime Custody Agreements entered into by it. These references are changed to the appropriate reference for BBI as an Irish credit

			European Parliament and of the Council of 26 June 2013'.	institution.
18.	Paragraph 2.15(v)	Definition of deposit insurance	<p>In any Non-Prime Custody Agreement, any description of coverage available under the "Financial Services Compensation Scheme" or "FSCS" shall be replaced with the following:</p> <p>"Compensation</p> <p>Eligible deposits held by Barclays Bank Ireland PLC are covered by the deposit guarantee scheme established under the European Union (Deposit Guarantee Scheme) Regulations 2015. This is explained further in our Deposit Guarantee Scheme Depositor Information Sheet and on the scheme's website https://www.depositguarantee.ie/.</p> <p>Other Affiliates in the EEA are covered by similar schemes.</p> <p>As you have been categorised as a professional client or eligible counterparty you will not be eligible to make a claim under the investor compensation scheme established under the Investor Compensation Act 1998."</p>	Eligible deposits held with BBI will be protected under the Irish statutory deposit guarantee scheme rather than under the UK Financial Services Compensation Scheme. Any relevant reference in a Non-Prime Custody Agreement will be amended to reflect this.
19.	Paragraph 2.15(viii)	Shortfalls	Any reference in a Non-Prime Custody Agreement to BBI being obliged to appropriate a sufficient number of its own securities or its own cash to cover the value of a shortfall in certain	Any provision in a Non-Prime Custody Agreement providing an obligation on BBI to appropriate its own securities or cash to cover a shortfall shall be amended by the addition of

			circumstances shall be amended such that BBI is obliged to appropriate securities or cash (such cash will not be held by BBI as a deposit in accordance with Directive 2013/36/EU) to cover any such shortfall.	a reference that any such cash shall not be held by BBI as a deposit for regulatory purposes.
20.	Paragraph 2.15(ix)	Removal of right to pay unclaimed amounts to charity	Any provision of a Non-Prime Custody Agreement providing that BBPLC or BCSL may, if there has been no movement or instructions received relating to the securities of a customer for a period of at least twelve years and it has taken reasonable steps to trace the customer and return the securities, liquidate any such securities and pay away the proceeds or such securities to a registered charity of its choice shall be deleted in the duplicated Non-Prime Custody Agreement entered into by BBI.	Any provision allowing BBPLC or BCSL to liquidate securities and pay away the proceeds of such securities of a customer to a registered charity of its own choice if there has been no movement or if no instructions have been received relating to such securities for a period of at least 12 years and it has taken reasonable steps to trace the customer and return the securities shall be deleted as the inclusion of this provision related to the UK Custody Rules, which are not applicable to BBI.
21.	Paragraph 2.15(x)	Amendment of regulatory reference	<p>Any reference in a Non-Prime Custody Agreement to bail-in being a process under the Banking Act 2009 shall be replaced with a reference to it being a process under the European Union (Bank Recovery and Resolution) Regulations 2015, which transpose the BRRD (2014/59/EU).</p> <p>Any reference in a Non-Prime Custody Agreement to resolution proceedings being to proceedings for a resolution of failing UK banks and investment firms under the Banking Act 2009 shall be replaced with a reference to proceedings for the resolution of failing Irish banks and investment firms under the EU (Bank Recovery and</p>	Non-Prime Custody Agreements entered into by BBPLC will contain UK statutory references relating to 'bail-in' and 'resolution proceedings'. These are replaced with the appropriate statutory references for BBI in the duplicated Non-Prime Custody Agreements.

			Resolution) Regulation 2015.	
Agreement type: Order Placement Agreements (a Duplicated Agreement under the Part VII Scheme)				
No.	Specific Amendment Reference in Schedule 3 – Part B of Scheme Document	Amendment type	Description of change	Explanation
22.	Paragraph 2.16(i)	References to BCSL	In any Order Placement Agreement, any reference to BCSL shall be deleted or constructed as, and take effect as, a reference to BBI (as the context may require).	In duplicated Order Placement Agreements, references to BCSL will be deleted or replaced with BBI depending upon the context as some references will be superfluous whereas it will be appropriate for others to become references to BBI.
23.	Paragraph 2.16(ii)	Deletion of UK regulatory references	In any Order Placement Agreement, any references to the Financial Conduct Authority’s Conduct of Business Rules, “COBS Rules” or COBS Rule 2.4.3 or any sub-section thereof shall be deleted.	Any references to specific rules of the UK Financial Conduct Authority shall be removed from the duplicated Order Placement Agreement entered into by BBI as BBI is not regulated by the Financial Conduct Authority.

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