



BANK OF ENGLAND

Sterling Markets Division

Scheme Letter – Participation in the Bank of England’s Term Funding Scheme with additional incentives for SMEs (the “Scheme” or “TFSME”)

1. Subject to the terms below and to the terms of the Documentation (the current version of which is published on the Bank’s website at <https://www.bankofengland.co.uk/markets/bank-of-england-market-operations-guide/documentation>), we hereby admit [name of institution] as a Participant in the Bank of England’s Term Funding Scheme with additional incentives for SMEs (TFSME). Words and phrases defined in the “Terms and Conditions” for TFSME have the same meaning in this Scheme Letter.
2. The Participant agrees, when receiving TFSME Advances from, and providing Collateral to, the Bank in connection with the Scheme, to be bound by and comply with the provisions of the Documentation.
3. The Participant may commence its participation in the Scheme only when the Bank has received in form and substance satisfactory to it:
 - a) a copy of this Scheme Letter duly signed for and on behalf of the Participant;
 - b) evidence (in the form of board minutes or other evidence in a form acceptable to the Bank) that sets out clearly the delegated authorities attaching to each signatory to this Scheme Letter, along with clear evidence that the authorities granted were themselves under proper authority;
 - c) a duly completed authorised signatory form (which is available on the Bank’s website at <https://www.bankofengland.co.uk/markets/bank-of-england-market-operations-guide/information-for-applicants>) containing the names and specimen signatures of those persons authorised to give all notices and other instructions and communications on behalf of the Participant in relation to the Scheme and sign any relevant documentation, together with accompanying authorised signatory evidence as described therein in a form and substance satisfactory to the Bank;
 - d) the Participant’s address and email address for the purposes of clause 25 of the Terms and Conditions and any other details, including telephone numbers, requested by the Bank;
 - e) [where the Participant is incorporated in a jurisdiction outside England and Wales, one or more legal opinions, among other things, confirming under the laws of the jurisdiction or jurisdictions in which it is incorporated or has its head or main office the institution’s power and authority to enter into and to execute the Documentation and the performance of its obligations thereunder [and that the terms and conditions set out in the Documentation constitute valid and legally binding obligations of the institution enforceable in accordance with their terms];] [latter *only applicable if country opinion required*]
 - f) [where the Bank requires a guarantee, a copy of such a guarantee duly executed by the Guarantor together with:

- i. evidence (in the form of board minutes or other evidence in a form acceptable to the Bank) that sets out clearly the delegated authorities attaching to each signatory to the Guarantee, along with clear evidence that the authorities granted were themselves under proper authority;
 - ii. [where the Guarantor is incorporated in a jurisdiction outside England and Wales, one or more legal opinions confirming the Guarantor’s power and authority to enter into and to execute the Guarantee and the performance of its obligations thereunder [and that the terms and conditions set out in the Guarantee constitute valid and legally binding obligations of the Guarantor enforceable in accordance with their terms;] [and] [*latter only applicable if opinion required*]]
- g) all tax documentation and forms which are required by the relevant tax authorities in connection with the Documentation. Completed tax documentation/forms should be sent to CMCClientSetup@bankofengland.co.uk.
4. [This Scheme Letter includes modifications to the Terms and Conditions to take into account the laws of the Participant’s country of incorporation or in which it has a branch or office from which it is acting in connection with the Scheme and any other modifications the Bank considers necessary or appropriate. These modifications are set out in the Annex to this Scheme Letter.]
5. This Scheme Letter and any non-contractual obligations arising out of or in connection with this Scheme Letter are governed by and shall be interpreted in accordance with English law.

Yours sincerely

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for and on behalf of

The Governor and Company of the Bank of England

Date

Agreed and acknowledged

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| | ¹ |
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For and on behalf of

For and on behalf of

[full name of institution]

[full name of institution]

Date

Date

¹ Bank to delete if Participant confirms that requires only one signatory