

## ANNEX

### RESERVES ACCOUNTS

#### APPLICATION

This Annex to the RTGS Account Mandate Terms and Conditions (the *Terms and Conditions*) applies where the Account Holder is a participant in the Reserves Account Facility.

#### 1 DEFINITIONS

In this Annex, except where the context otherwise requires:

- 1.1 terms defined in the Terms and Conditions or any other Annex have the same meaning; and
- 1.2 the following expressions shall have the following meanings:
 

<b>"Reserves Account Facility"</b>	means the Bank's Reserves Account Facility as described in the Sterling Monetary Framework Documentation; and
<b>"Reserves Account Deposit"</b>	means a deposit made by the Account Holder under the Bank's Reserves Account Facility.
- 1.3 For the purposes of the definition of "RTGS Rules" in the Terms and Conditions, the Sterling Monetary Framework Documentation is a Specified Document.

#### 2 OPENING AND OPERATION OF ACCOUNTS

The Bank and the Account Holder agree that the Account used in respect of the Reserves Account Facility is to be operated in accordance with the Terms and Conditions and the Sterling Monetary Framework Documentation. In the event of any conflict between the Terms and Conditions and the Sterling Monetary Framework Documentation, the Sterling Monetary Framework Documentation shall prevail.

Clause 5.1 (d) of the Terms and Conditions shall not apply to the Reserves Account and there shall be no Maximum Balance in respect of Reserves Accounts.

#### 3 ACCOUNT HOLDER'S AUTHORITY TO THE BANK

Subject to the Terms and Conditions, and in addition to the other authorities granted and requests made to the Bank in the Terms and Conditions, the Account Holder authorises and requests the Bank to credit and debit the Accounts in respect of Reserves Account Deposits subject to and in accordance with the Sterling Monetary Framework Operating Procedures. Any instructions in respect of Reserves Account Deposits shall be given by any method the Bank shall specify, whether in the Sterling Monetary Framework Documentation or otherwise.

#### 4 COMMUNICATIONS; THE COLLATERAL MANAGEMENT PORTAL

[No additional provisions]

## **5 ACCOUNT HOLDER UNDERTAKINGS**

5.1 Subject to the Terms and Conditions, and in addition to the undertakings given in clause 5 of the Terms and Conditions, the Account Holder undertakes to the Bank:

5.1.1 to comply in all respects and at all times with the Sterling Monetary Framework Documentation in so far as it is applicable to the Account Holder; and

5.1.2 without limiting the generality of clause 5.1.1 of the Terms and Conditions, to comply with such requirements as may for the time being be specified in the Sterling Monetary Framework Documentation for the purpose of enabling or assisting the Bank and its designated agents and representatives to give effect to arrangements for the maintenance of RTGS equipment, or of software and other systems used in connection with it, and to comply with any obligations (which the Bank will notify promptly to the Account Holder) undertaken by the Bank or its designated agents or representation under or in connection with such arrangements.

## **6 POSITION OF THE BANK**

*[No additional provisions]*

## **7 PAYMENTS AND DELIVERIES**

*[No additional provisions]*

## **8 DEFAULT**

*[No additional provisions]*

## **9 DISABLEMENT AND TERMINATION OF THE ACCOUNTS; SET-OFF**

9.1 The circumstances referred to in clause 9.2 of the Terms and Conditions shall also include a breach by the Account Holder of the Sterling Monetary Framework Documentation.

9.2 The Account Holder may terminate its access to the Bank's Reserves Account Facility at any time by giving to the Bank not less than ten Business Days' prior written notice (such termination becoming effective upon expiry of such notice); provided that any such termination shall not of itself otherwise affect the operation of the other provisions of these Terms and Conditions.

9.3 The Bank may suspend for such period as it thinks fit or terminate the Account Holder's access to the Reserves Account Facility at any time at its absolute discretion; provided that any such suspension or termination shall not of itself otherwise affect the operation of the other provisions of these Terms and Conditions.

## **10 INTEREST**

10.1 The Bank shall pay to the Account Holder, at such rate as may be determined by the Bank, interest on any credit balance on a sterling denominated Account, calculated in accordance with the RTGS Rules and the Sterling Monetary Framework Documentation. Such rate may be zero, or negative. If the rate is negative, interest shall be paid by the Account Holder to the Bank.

- 10.2 The Account Holder shall pay to the Bank, at such rate as may be determined by the Bank, interest on any debit balance on a sterling denominated Account, calculated in accordance with the RTGS Rules and the Sterling Monetary Framework Documentation.

**11 DEFAULT INTEREST AND CHARGES**

*[No additional provisions]*

**12 SUMS DENOMINATED IN DIFFERENT CURRENCIES**

*[No additional provisions]*

**13 OTHER ARRANGEMENTS**

*[No additional provisions]*

**14 VARIATION AND WAIVER**

*[No additional provisions]*

**15 CONFIDENTIALITY**

*[No additional provisions]*

**16 ASSIGNMENT AND OTHER DEALINGS**

*[No additional provisions]*

**17 SINGLE AGREEMENT; ENTIRE MANDATE**

*[No additional provisions]*

**18 NOTICES**

Any notice required to be given under the Terms and Conditions in respect of Reserves Account Deposits shall be given in accordance with the Sterling Monetary Framework Documentation.

**19 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

*[No additional provisions]*

**20 GOVERNING LAW**

*[No additional provisions]*

**21 JURISDICTION**

*[No additional provisions]*

**22 AGENT FOR SERVICE OF PROCESS**

*[No additional provisions]*