

Your completed form should be posted to:

Britannia International Limited
PO Box 231
Douglas
Isle of Man
IM99 1SD
British Isles

We regret that we cannot accept faxed or emailed forms.

General Terms & Conditions of Deposit

Effective 1 April 2007

Britannia
International

You should read this, along with any Special Terms and Conditions relating to your chosen account, before you decide to apply.

1 Introduction

- 1.1 The Conditions (together with any Special Terms and Conditions and Supplementary Terms and Conditions provided to you, the "Conditions") given below apply to your Britannia International Ltd account. Please take a few minutes to read through them. If you have any questions on this information please call our Helpline number shown overleaf and we will be happy to help.
- 1.2 As well as these General Terms and Conditions, Special Terms and Conditions (such as interest rates, notice periods and charges) also apply to some accounts. Any Special Terms and Conditions for your account are included in the account leaflet or interest rate sheet, on the application form for your account or service or in a letter from us. If the Special Terms and Conditions appear to be in conflict with any General Terms and Conditions, then the Special Terms and Conditions shall apply.
- 1.3 There are also some Conditions which apply to your account under General law. These are not set out in this leaflet.
- 1.4 Accounts held with us are deposit accounts and do not confer membership rights with Britannia Building Society. Britannia International accounts can only be opened and operated through our offices in the Isle of Man. You may not make deposits or withdrawals on your account through any office of Britannia Building Society.
- 1.5 In these Conditions "we", "us" and "our" mean Britannia International Ltd and "you" and "your" mean the person who has signed the application form, or if more than one person, the persons who signed the form.
- 1.6 We may amend General Terms and Conditions and Special Terms and Conditions by giving you written notice in accordance with Condition 14.1. Any such change(s) will be binding on all our customers.
- 1.7 These Conditions are part of the legal agreement between you and us. The laws of the Isle of Man govern this agreement. You and we submit to the non-exclusive jurisdiction of the courts of the Isle of Man.

2 Opening an Account

- 2.1 You must **fully** complete and sign an application form before we can open an account for you. This states, among other things, that you agree to be bound by our Terms & Conditions (a copy of which you have received, read and understood). If you wish to transfer to a new type of account, we will require you to complete and sign a new application form before we can open the new account for you.
- 2.2 In addition to supplying all the information required on the application form, you must also provide satisfactory evidence of identification for each account holder.
- 2.3 If any other person who is not an account holder is to be authorised to be a signatory on the account, you must provide satisfactory identification documents relating to such signatory or signatories.
- 2.4 Accounts may only be opened by those aged 16 years or above.

3 Paying Money into your Account

- 3.1 Deposits made by electronic funds transfer must show the full name and address of the account holder and the account number. Electronic funds transfers from the EU, Iceland, Liechtenstein, Norway and Switzerland must include both IBAN and BIC/SWIFT details. We can refuse to credit an electronic funds transfer if the full details are not received.
- 3.2 Cheque deposits from third parties will only be accepted where the cheque is made payable to the depositor and/or the depositor's account number.
- 3.3 When a deposit is received in a foreign currency or drawn on a non-UK bank, the funds will be passed to our bankers for clearance and the sterling equivalent, less any charges made, will be credited to your account. The bank will calculate the sterling equivalent by reference to the exchange rate applicable on the date the funds are cleared. Interest will be earned from the day the cleared funds are credited to your account. This process can take several weeks.
- 3.4 We may apply a limit to the amount of money that can be deposited in any particular type of account or by any one customer.
- 3.5 Cash deposits can only be accepted from Isle of Man residents. We reserve the right to decline any cash deposit if adequate evidence of how it was generated cannot be provided.
- 3.6 We may refuse to accept a payment from you. If we do, we do not need to give you a reason.

4 Withdrawing Money from your Account

- 4.1 Subject to any restraints in the Special Terms and Conditions, you can withdraw money from your account by asking us to:
 - make an internal transfer to another account with us; or
 - make an electronic transfer to a bank account in the Isle of Man, United Kingdom or Channel Islands; or
 - make a Sterling cheque payable to you or a third party; or
 - pay you cash up to a maximum of £500 per day at one of our Isle of Man branches. If you make a prior arrangement with us we may make cash payments up to £1,000 per day.We reserve the right to verify the withdrawal instruction with you before releasing the funds.
- 4.2 If you ask us to transfer money from your account to any other person or organisation outside the Isle of Man, United Kingdom or Channel Islands we will send it by electronic funds transfer unless you ask us to send it any other way. We will make a charge for electronic funds transfers which you must pay. Electronic funds transfer instructions to the EU, Iceland, Liechtenstein, Norway and Switzerland must include both IBAN and BIC/SWIFT details. We can refuse to make an electronic funds transfer if the full details are not received.

- 4.3 Where a cheque withdrawal is requested for payment to another financial institution, details of the payee and/or the payee's account number must be supplied.
- 4.4 You can only take money out of your account if you have sufficient cleared funds. Sterling cheques presently take a minimum of eight bank working days to clear. Direct Debit payments are generally considered cleared funds two bank working days after they are received.
- 4.5 Instructions to pay money out of your account may not be cancelled once we have accepted them unless we agree to do so at our discretion. If we agree we may make a charge.
- 4.6 Normally, we will action instructions for withdrawals on the day we get them or the next bank business day, depending upon the time we receive the instructions. If you want your money to be sent somewhere on a particular day you must allow plenty of time for us to receive your instructions and to action them. Please remember that, because of the way the banking system works, we cannot be responsible for making sure your money reaches its destination by a given date.
- 4.7 If you wish to transfer between our accounts you will normally be bound by the Special Terms and Conditions applying to the account from which you want to transfer your money.
- 4.8 We may refuse to implement, or subsequently recall, any withdrawal that we have reasonable grounds for believing would be fraudulent, illegal, or otherwise in breach of these terms and conditions.
- 4.9 You cannot cancel or stop a cheque or electronic funds transfer from your account once the cheque or electronic transfer has been entered on our system.
- 4.10 We may stop cheques or recall funds made by electronic transfer if we believe the original instruction may not be genuine. We will use our best endeavours to stop the cheque or recall the funds. We will not however be held responsible for any delay or failure to stop cheques or recall funds in such circumstances or for any loss arising from any such delay or failure.
- 4.11 Cheques made payable to third parties may only be stopped if lost and the account holder provides us with an appropriate indemnity in writing. A duplicate cheque will be issued in these circumstances.

5 Withdrawing Money from an Account where Notice is Required

- 5.1 If you want to withdraw money from an account where there are Special Terms and Conditions requiring you to give us written notice before we are obliged to pay you, you must give us written notice (signed by you) in accordance with those Special Terms and Conditions. This notice must state clearly:
 - the amount you want to withdraw; and
 - the date when you want to withdraw the money; and
 - which method of payment under Condition 4 you want us to make; and
 - full details of how the payment should be made.If your original instructions were incomplete and we do not receive clear and full instructions from you within 14 days after the notice period has ended, then we will treat your incomplete instructions as cancelled. If this happens you will need to give us new instructions to make a withdrawal from your account.
- 5.2 We will treat the period of notice as starting on the day when we receive full and clear instructions at our Registered Office. If you send us a notice by fax we will treat the notice period as starting when we receive your fax. This will only apply if:
 - the notice contains all of the information we ask for in Condition 5.1; and
 - we receive the same instructions in written form and signed by you at our Registered Office within 14 days after the fax transmission.We will not make any payment out of your account unless we have received your original written notice.
- 5.3 If your notice expires on a day when our office is not open for banking business, we will action your withdrawal on the next day our office is open for banking business.
- 5.4 If you ask us to, we may allow you to cancel your written notice to us instead of our accepting it. Once we have actioned your withdrawal we cannot cancel your request. If we allow you to change your notice we will tell you and we will treat your original notice as cancelled. If this happens you must give new notice for withdrawal.
- 5.5 If we receive more than one notice for any single withdrawal and the instructions in those notices are different we may choose not to accept either notice. If this happens we will tell you.
- 5.6 Only one notice may be placed on an account at any one time.

6 Interest

- 6.1 We pay all interest gross without any deduction for tax unless we are required by law to do so. Under legislation relating to the EU Savings Tax Directive, if you are an EU resident and have money in an interest-earning account, we are obliged to apply retention tax to all interest payments unless you have given written instructions to have information regarding your interest exchanged with your home tax authorities or you have confirmed you are tax exempt. It is your responsibility to declare any interest or investment returns earned to the appropriate tax authority.
- 6.2 We will pay interest on the money in your account at the rate or rates and on the dates applicable to your account as given in the Special Terms and Conditions on your account.
- 6.3 If the balance falls below the minimum, we reserve the right to apply any interest rate including zero for the period during which the balance remains below the minimum level.
- 6.4 We may at any time vary the rate or rates of interest on your account without notice. We will tell you about this by writing to you within 30 days of the change being made.

- 6.5 We will calculate interest on the amount which is in your account at the end of each day.
- 6.6 Money paid into your account by Sterling cash, Sterling cheque drawn on a UK bank, Sterling money order or electronic funds transfer will earn interest from the day we receive it up to the day before the money is withdrawn. For foreign currency cheques or cheques drawn on a non-UK bank see Condition 3.3.
- 6.7 If you have made a deposit by Sterling cheque, and the paying bank does not clear the funds then we will take any interest paid on those funds out of your account.
- 6.8 Interest accrued will not be paid to another account until it reaches a minimum of £1. Interest will continue to accrue until it reaches this minimum.

7 Charges

- 7.1 We will take money out of your account to meet any charges due to us.
- 7.2 Our charges for standard banking services are given on the account or interest rate literature that we issue periodically. They are also available at our branches and on our website.
- 7.3 We may introduce charges for other standard services and vary the amount of our charges for these and non-standard services at any time, for any reason. We may also change the way you have to pay charges if it is reasonable to make the change. Should we decide to do this we will give you 30 days' prior notice of the changes.
- 7.4 Where the balance in your account falls below the minimum balance, as given in the Special Terms and Conditions of your account, we may levy a charge for each withdrawal you make until the minimum balance is restored.

8 Joint Accounts

- 8.1 You can apply for an account jointly with up to three other people.
- 8.2 All joint account holders are bound to these Terms and Conditions:
 - jointly (that is, all equally); and
 - severally (that is, each bound as though he or she was the only account holder); and
 - if one account holder dies, we are entitled to treat the remaining account holder(s) as the beneficiary(ies) of the account.
- 8.3 Letters, statements and other material that we send to the first named account holder on your account will bind all joint account holders.

9 Communication

- 9.1 We will send all written notices, statements and other information to the address of the first named account holder. You may choose and tell us the order in which you want your names to appear on your account.
- 9.2 If you make a deposit or a withdrawal we will send you a written record, either after each deposit or withdrawal is made or at the end of each month in which a deposit or withdrawal is made.
- 9.3 We will send you a statement each year and whenever you ask us for an extra statement.
- 9.4 You must tell us in writing if your name, address, telephone number or any other details you have given us change. If we ask you for proof of this you must give it to us.
- 9.5 We will treat all letters and other material we send to you as arriving in the Isle of Man or United Kingdom 48 hours after they are posted to you or 7 days if posted to an address other than this.
- 9.6 We will only treat any correspondence sent to us as received when we actually receive it at our Registered Office in the Isle of Man.
- 9.7 We may record telephone calls you make to us so that we have a record of your instructions. We may also listen to calls to monitor the quality of our service.
- 9.8 If you think we have made an error on your account you must let us know promptly so that we are able to investigate the situation as soon as possible.

10 Security

- 10.1 We may decline to open an account for you without giving a reason.
- 10.2 We will only accept instructions in respect of your account from:
 - you; or
 - anyone who has power of attorney for you, which we have accepted and noted in our records; or
 - anyone who has a legal right to give us instructions.
- 10.3 You must provide us with an example of your signature if we ask you to.
- 10.4 We will only make payments or transfers from your account on receipt of written instructions from you or an authorised signatory on your account.
- 10.5 Where a fax or telephone withdrawal service or online banking service exists on your account then we will accept instructions in accordance with the Special Terms and Conditions of that service and account.
- 10.6 We are entitled to treat you as the absolute legal owner of the money in your account. Unless the law says that we must recognise any other claims over your

account (such as trusts or charges) – we will not be liable if we do not recognise such a claim.

10.7 We will not be responsible:

- for any loss or expense you suffer if we cannot carry out your withdrawal, payment into your account or other transaction on your account; or
- if we cannot provide any services or facilities, because of strikes, power cuts, equipment not working; or
- for other causes beyond our reasonable control.

11 Closing Your Account

- 11.1 You may close your account at any time without giving us notice (subject to cheque clearance) unless, under the Special Terms and Conditions:
 - you must give us a minimum amount of notice to close your account; or
 - you cannot close your account until the end of a fixed term.
- 11.2 If you change your mind about your choice of account you may withdraw your funds from your account within 14 days of the date on which you opened it, without penalty (subject to cheque clearance) and with interest.
- 11.3 We may close your account at any time. If we do so we do not need to give you any reason.
- 11.4 If we close your account under Condition 11.3 or you close your account under Conditions 11.1 or 11.2 we will return your money to you along with any interest we owe you on your account. In accordance with Anti-Money Laundering guidelines we have no liability for the payment of interest until we have established all account information and verified the identity of all account holders. If we close your account we will return all funds to the original source.

12 What Happens if You Die?

- 12.1 If you die and your account is not a joint account, your personal representative may have to get a grant of representation in the Isle of Man.
- 12.2 Once he or she has a Manx grant of representation your personal representative can:
 - use the account, even if the account changes, for as long as we may allow; or
 - close the account.
- 12.3 For joint account holders see Condition 8.2.

13 Transfer of Business

- 13.1 You give us legal authority to transfer your account to another company or organisation that is a wholly owned subsidiary of Britannia Building Society if it offers an account on terms and conditions that are not materially different from the General Terms and Conditions and the Special Terms and Conditions of your account.
- 13.2 Before we can use your authority under Condition 13.1 we must give you one month's notice by letter if we intend to:
 - open an account in your name with that subsidiary; or
 - transfer the money in your account to the subsidiary so that the subsidiary will be responsible for paying interest to you instead of us; or
 - give any details we hold in our records about you or any details about your account to the subsidiary.
- 13.3 If we transfer your account to a subsidiary under Conditions 13.1 and 13.2 we must do all that we can to make sure that the subsidiary holding your account continues to pay you interest on the money in your account without deduction of income tax under the laws of the United Kingdom. When a transfer under these Conditions is effective we will no longer be responsible to repay to you any money in your account.


14 Changes to Terms and Conditions

- 14.1 We can change the Terms and Conditions at any time for any of the following:
 - to allow us to raise additional funds, invest in new technology or improve services or facilities; or
 - to take account of a change or anticipated change in law or regulation, or in market conditions or banking practice; or
 - to reflect the decision of a Court, ombudsman, regulator or similar body; or
 - to reflect any change in our ownership.
- 14.2 We may also change our Terms and Conditions for any other valid reason including but not limited to error or omission or to make any clarification considered necessary.
- 14.3 Apart from changes in interest rates, which we can make at any time without notice, we will normally give you at least 30 days' prior notice of any material change or addition to our Terms and Conditions. We will notify you in writing or by advertising in such newspapers as we think appropriate.


Complaints we cannot settle can be referred to the Financial Services Ombudsman Scheme for the Isle of Man.

Contact us


If you would like any additional information or help you can contact us by any of the following methods:


 By telephone 9am – 5pm Monday to Friday, 10am – 5pm Wednesday.
01624 681100 (+44 1624 681100 if calling from outside the UK).


An answerphone service is available outside these hours. To help us improve service and to assist staff training, calls may be monitored and/or recorded.

 By fax 24 hours a day 01624 681105 (+44 1624 681105 if calling from outside the UK).

 By email to enquiries@britanniainternational.com

 By visiting our website at www.britanniainternational.com

 By visiting our branches at Douglas, Ramsey or Port Erin in the Isle of Man.

 Or by writing to us at Britannia International, Britannia House,
P.O. Box 231, Douglas, Isle of Man, IM99 1SD, British Isles.

Eligible deposits are covered by the Isle of Man Depositors' Compensation Scheme contained in the Banking Business (Compensation of Depositors) Regulations 1991. However for your further protection, Britannia Building Society has given a legally binding undertaking to discharge all liabilities of Britannia International Limited should Britannia International Limited be unable to do so whilst it still remains a subsidiary of the Society. This undertaking applies to all Britannia International Limited accounts irrespective of their investment term.

Britannia International Limited registered office: Britannia House, Athol Street, Douglas, Isle of Man, IM99 1SD, British Isles. Manx Registered Company No 50583. Britannia International Limited is a wholly owned subsidiary of Britannia Building Society and is licensed by the Isle of Man Financial Supervision Commission for Banking and Investment Business.

Ethical Global Guaranteed Capital Bond

Capital security with growth potential linked
to socially responsible companies

Limited Issue



■ **Choice of investment term**
over 3, 4 or 5 years.

■ **Linked to FTSE4Good™
Global 100 Index**
Compiled of companies that
meet ethical and socially
responsible standards.

■ **High Maximum Return**
After 3 years
25% gross/7.72% A.E.R..
After 4 years
35% gross/7.79% A.E.R..
After 5 years
50% gross/8.45% A.E.R..

■ **100% Capital Security**
Your original investment returned
in full no matter what happens to
the stock market.

■ **Early Investment Bonus**
Tiered bonus up to 0.65% of
amount invested.

■ **Easy to do Business With**
A safe and accessible service,
wherever you are in the world.

■ **Peace of Mind**
Your money is invested with a
name you can trust.

If you're interested in linking your investment to companies who are making a positive commitment to social responsibility and environmental sustainability, our new Ethical Global Guaranteed Capital Bond could be the right choice for you.

This unique new ethical bond from Britannia International has the potential to achieve greater growth than standard deposit accounts by allowing you to benefit from stock market performance using an index of worldwide companies that meet social, ethical and corporate responsibility standards.

There is a choice of investment terms so you can choose the length of investment that suits you best. The Bond also provides the reassurance that even if stock markets fall, your original capital will be returned in full. In this instance no investment return is paid

and you should be aware that the effect of inflation could impact on the value of your investment.

This leaflet explains what the Bond is, how it works and contains answers to many of the questions you might have. An early investment bonus of up to 0.65% of your investment is available depending on the date of your application.

Please note that the Ethical Global Guaranteed Capital Bond is a limited issue, available for investment until 3 June 2008 (or earlier if it becomes fully subscribed).



What is the Britannia International Ethical Global Guaranteed Capital Bond?

It is a deposit account linked to the performance of the FTSE4Good™ Global 100 Index (the 'FTSE4Good™'). This Index represents companies that are committed to managing their social, ethical and environmental risks.

To be included in the Index, companies have to demonstrate they have met certain standards with regards to:

- working towards environmental sustainability;
- developing positive relationships with stakeholders;
- upholding and supporting universal human rights.

Some companies, such as tobacco producers and weapons manufacturers, are automatically excluded.

The FTSE4Good™ is a measure of the performance of these 100 global companies, as shown in the graph below. The graph shows how it has compared over the past 5 years to the FTSE™ 100, which is a measure of the top 100 UK companies.

By linking to an Index rather than individual shares, your deposit is better protected against specific share or industry fluctuations. Further information can be found on this website www.ftse.com

All licence revenues from the FTSE4Good™ Index series are donated to UNICEF.

How does the Bond work?

Your potential return is dependent on the performance of the FTSE4Good™ and on the investment term you select. You need to consider whether you want to invest for a period of 3, 4 or 5 years.

3 Year Term

Return will be **94% of FTSE4Good™ growth**, subject to averaging, up to a maximum of **25% gross/7.72% A.E.R..**

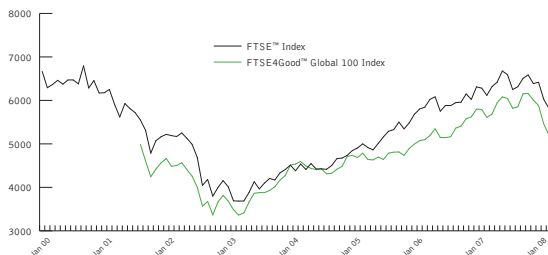
4 Year Term

Return will be **107% of FTSE4Good™ growth**, subject to averaging, up to a maximum of **35% gross/7.79% A.E.R..**

5 Year Term

Return will be **130% of FTSE4Good™ growth**, subject to averaging, up to a maximum of **50% gross/8.45% A.E.R..**

Price History – FTSE™ 100 Index vs FTSE4Good™ Global 100 Index



Source: Bloomberg. The Indices can be volatile and have grown and fallen a number of times. Past performance must not be seen as an indication of future performance. The value of the Indices can go down as well as up.

How is the return worked out?

Growth in the FTSE4Good™ is measured by comparing its value at the close of business on the day your Bond starts ('Start Value') with its value after 3, 4 or 5 years ('End Value') depending on your chosen investment term. The End Value is calculated by recording the FTSE4Good™ at the close of business each day in the final 6 months for the 3 or 4 year term, or the final 12 months for the 5 year term – these levels are then averaged.

Averaging: this process is designed to smooth out last minute stock market fluctuations. However, it is important to note that this may result in the End Value being lower than the Start Value, even though the FTSE4Good™ level at the end of the term may be higher than the Start Value.

The 3 Year Bond will mature on 24 June 2011, the 4 Year Bond on 24 June 2012 and the 5 Year Bond on 24 June 2013, when your funds plus any return will become available.

Illustrations

The examples below show various FTSE4Good™ performance levels and your potential investment return up to the maximum amount, based on a deposit of £10,000 (initial capital plus any early investment bonus).

FTSE4Good™ % Growth	3 Year Term			4 Year Term		
	94% of Growth	Return % Gross/A.E.R.	Balance on maturity	107% of Growth	Return % Gross/A.E.R.	Balance on maturity
40%	37.60%	25%/7.72%	£12,500	42.80%	35%/7.79%	£13,500
30%	28.20%	25%/7.72%	£12,500	32.10%	32.10%/7.21%	£13,210
20%	18.80%	18.80%/5.91%	£11,880	21.40%	21.40%/4.97%	£12,140
10%	9.40%	9.40%/3.04%	£10,940	10.70%	10.70%/2.57%	£11,070
0%	0%	0%	£10,000	0%	0%	£10,000
-10%	0%	0%	£10,000	0%	0%	£10,000

FTSE4Good™ % Growth	5 Year Term		
	130% of Growth	Return % Gross/A.E.R.	Balance on maturity
40%	52%	50%/8.45%	£15,000
30%	39%	39%/6.81%	£13,900
20%	26%	26%/4.73%	£12,600
10%	13%	13%/2.47%	£11,300
0%	0%	0%	£10,000
-10%	0%	0%	£10,000

These figures are provided for illustrative purposes only. As your money is not directly invested in the companies within the FTSE4Good™ you will not be eligible for dividend income from them.

What happens if the FTSE4Good™ falls?

As shown in the illustrations, even if the Index falls, or stays the same, we will return your original capital in full, including any early investment bonus paid prior to the Bond Start Date. As no further return will be paid, which you would have received with a standard deposit account, the effect of inflation will impact on the value of your investment.

Can I make any withdrawals?

No, withdrawals are not permitted before the end of your chosen investment term (3, 4 or 5 years), so you must be sure that you can commit your money for this period of time. You should ensure you still have access to sufficient funds elsewhere in the event of emergencies.

Should you decide to withdraw your funds from this account within 14 days of the date on which you opened it, you may do so without penalty (subject to cheque clearance).

How much can I invest?

The minimum investment for personal depositors is £5,000 and the maximum is £1 million. For trust and corporate investors the minimum investment is £50,000 and the maximum is £1 million.

When can I start investing?

You can make your deposit at any time until 3 June 2008, subject to availability. You can also make further deposits up to the maximum balance until this date, subject to the continued availability of the Bond.

As a reward for early investment you will receive a bonus on the amount you invest. This will be added to your original investment, thus increasing the balance in your account at the Start Date. The percentage rate of any bonus you'll receive is dependent on the date you open the account. The bonus rates are:

0.65% bonus for any investments placed by 6 May 2008

0.40% bonus for any investments placed by 20 May 2008

For example, based on an investment of £10,000, the early investment bonus will be as follows:

Account opened on	Bonus amount	Balance at Start Date
4 May 2008	£65	£10,065
18 May 2008	£40	£10,040

Please note, no early investment bonus will be paid on accounts which are closed prior to the Bond Start Date.

What happens in the event of death?

The Bond can continue as part of your Estate or can be closed without notice or penalty, at which point your duly appointed representative will receive the full value of your original investments (plus any early investment bonus), excluding any investment return.

What about administration charges?

Unlike when you invest directly in stocks and shares, there are no additional administration or management charges to pay when opening a Britannia International Ethical Global Guaranteed Capital Bond, so all your money is invested in the Bond.

What about tax?

All investment returns are currently paid gross without any deduction of tax, but please remember it is your responsibility to declare any return to the appropriate tax authorities.

How do I apply for a Britannia International Ethical Global Guaranteed Capital Bond?

Simply decide how much you wish to invest, read the Special Terms and Conditions and General Terms and Conditions, and complete an application form clearly stating your chosen investment term. Then post your completed application form to the address shown on the back page, together with your cheque or details of your electronic funds transfer and two forms of identification (see the application form for more details). Alternatively, if you live in the Isle of Man, call into any branch of Britannia International.

But don't delay – this Bond is a strictly limited issue and must be withdrawn on 3 June 2008, or earlier if fully subscribed.

A.E.R. illustrates what the rate would be if paid and added each year, rounded to two decimal places.

The use of the word 'guaranteed' anywhere in this brochure refers only to the ordinary contractual obligation to repay your capital in full. This product is not guaranteed by any third party and your rights to repayment in the event of liquidation of the company are the same as for any other unsecured depositor.

Ethical Global Guaranteed Capital Bond

SPECIAL TERMS AND CONDITIONS

(These Special Terms and Conditions are supplemented by and should be read in conjunction with your Application Form and the General Terms and Conditions. Where relevant, in the event of any conflict, these Special Terms and Conditions supersede our General Terms and Conditions.)

Eligibility

1. The minimum investment is £5,000 and the maximum balance (excluding early investment bonus) is £1,000,000 in any one Ethical Global Guaranteed Capital Bond. This applies to individual or joint account holder personal depositors. For corporate and trust investors, the minimum investment is £50,000 and the maximum balance is £1m (over £1m by special arrangement).

Early Investment Bonus

2. We will pay you an early investment bonus on the amount you invest. This is dependent on the date on which you open the account and will be paid as follows:
 - Accounts opened up to 6 May 2008: 0.65% bonus (please note this will be applied to your account as 2 payments of 0.25% and 0.40%);
 - Accounts opened between 7 May 2008 and 20 May 2008: 0.40% bonus.

The bonus payment will be calculated according to the balance in your Bond on 6 May 2008 and 20 May 2008 respectively and will be added to your original investment prior to the Start Date increasing your balance in the Bond. No bonus payment will be made where accounts are opened after 20 May 2008 or where accounts are closed within the 14 day cooling-off period (see No. 17).

3. Investment returns are currently payable gross, without deduction of tax at source, regardless of the depositor's residential status, domicile or other personal circumstance. It is the depositor's responsibility to declare any returns to the appropriate tax authority. Please note, should any law or regulation come into force that requires us to deduct tax before paying a return to you, we reserve the right to make such deductions. As the return falls in one tax year, this may change your tax position.

Start Dates, End Dates and Definitions

4. Your 'Start Date' is 17 June 2008.
5. Your 'Start Value' will be the value of the FTSE4Good™ Global 100 Index at close of business on 17 June 2008.
6. 3 Year Term Your 'End Date' is 17 June 2011.
7. 4 Year Term Your 'End Date' is 17 June 2012.
8. 5 Year Term Your 'End Date' is 17 June 2013.
9. Your 'End Value' will be the average of the daily close of business FTSE4Good™ Global 100 Index levels for the final 6 months for the 3 and 4 year term and the final 12 months for the 5 year term, until the End Date. This process is called averaging and is designed to protect your return against last minute stock market fluctuations. This may result in the End Value being less than the Start Value even though the value of the Index on the last day of your investment may be higher than the Start Value.

10. If any of the FTSE4Good™ Global 100 Index Start Dates, End Dates or Maturity Dates do not fall upon a working day (Monday-Friday, excluding Bank or any other public holidays in England and the Isle of Man), the following working day will be used.

Return

11. 3 Year Term If the End Value is higher than the Start Value, we will pay you a return equal to 94% of the growth in the FTSE4Good™ Global 100 Index on the balance in your account – up to a maximum return of 25% gross/7.72% A.E.R. – including any early investment bonus added to your account prior to the Start Date.
12. 4 Year Term If the End Value is higher than the Start Value, we will pay you a return equal to 107% of the growth in the FTSE4Good™ Global 100 Index on the balance in your account – up to a maximum return of 35% gross/7.79% A.E.R. – including any early investment bonus added to your account prior to the Start Date.
13. 5 Year Term If the End Value is higher than the Start Value, we will pay you a return equal to 130% of the growth in the FTSE4Good™ Global 100 Index on the balance in your account – up to a maximum return of 50% gross/8.45% A.E.R. – including any early investment bonus added to your account prior to the Start Date.

If there is no growth or the End Value is lower than the Start Value, you are guaranteed to receive all your original capital plus any early investment bonus added to your account prior to the Start Date.

14. Percentage calculations will be worked to the nearest two decimal places.
15. We will write to advise you of the return within ten working days of the End Date.

Payments and Withdrawals

16. You can add to your original investment up to 3 June 2008 provided the Ethical Global Guaranteed Capital Bond is still available. Should the Bond become fully subscribed or withdrawn before 3 June 2008, no further deposits can be accepted.
17. No withdrawals, closures or transfers are permitted prior to maturity. However, should you decide to withdraw your funds from the Bond within 14 days of the date on which you opened it you may do so without penalty (subject to cheque clearance).
18. Please note Anti-Money Laundering guidelines require that we must verify the identification of all account holders before any return can be paid.

In the Event of Death

19. In the event of death of the account holder(s) prior to maturity, the Bond can be continued and can remain in your Estate or closed without notice or penalty. If the Bond is closed the full current balance, excluding any investment return, will be paid to a duly appointed representative. If the Bond is held in joint names and one person dies, the option will be available for the remaining holder to continue as sole holder or close the account.

Proof of Identity

20. It is a requirement of Anti-Money Laundering guidelines that all financial institutions verify the identity of all their account holders. Therefore when opening an account please remember to provide separate proof of identity and address for each account holder as detailed on the application form. Failure to provide satisfactory identification may mean we are unable to open an account and could result in your deposit being repaid without any return.

Maturity

21. 3 Year Term The Bond will mature on 24 June 2011 when it will automatically become an Easy Access Account (or equivalent) offering penalty free access.

22. 4 Year Term The Bond will mature on 24 June 2012 when it will automatically become an Easy Access Account (or equivalent) offering penalty free access.

23. 5 Year Term The Bond will mature on 24 June 2013 when it will automatically become an Easy Access Account (or equivalent) offering penalty free access.

General

24. We may vary, amend or add to these Conditions in accordance with the General Terms and Conditions, and reserve the right to withdraw the Bond at any time.

Meaning of Guarantee

25. The use of the word 'Guaranteed' anywhere in these Special Terms & Conditions, the Application Form or any product literature relating to the Bond refers only to the ordinary contractual obligation to repay your capital in full. In fact this applies similarly to all deposit accounts offered by us. This product is not guaranteed by any third party. Your rights to repayment in the event of liquidation of Britannia International Limited are the same as for any other unsecured depositor.

Availability of Compensation

26. Eligible deposits are covered by the Isle of Man Depositors' Compensation Scheme contained in the Banking Business (Compensation of Depositors) Regulations 1991. However for your further protection, Britannia Building Society has given a legally binding undertaking to discharge all liabilities of Britannia International Limited should Britannia International Limited be unable to do so whilst it

still remains a subsidiary of the Society. This undertaking applies to all Britannia International Limited accounts irrespective of their investment term.

If you have used a financial adviser, an introducer's commission may be paid.

Index disclaimer

The FTSE4Good™ Global 100 Index (the 'Index') is an index listed on the London Stock Exchange (the 'LSE') of 100 leading companies which meet globally recognised corporate responsibility standards. In the event that the Index ceases, Britannia International shall in its absolute discretion determine a replacement or alternative index.

The Britannia International Ethical Global Guaranteed Capital Bond is not in any way sponsored, endorsed, sold or promoted by the LSE or by The Financial Times Limited (the 'FT') and neither the LSE nor the FT makes any warranty or representation whatsoever, expressly or implied, either as to the results to be obtained from the use of the Index and/or the figure at which the Index stands at any particular time on any particular day or otherwise.

The Index is comprised and calculated solely by the LSE. However, neither the LSE nor the FT shall be liable (whether in negligence or otherwise) to any person for any error in the Index and neither the LSE nor the FT shall be under any obligation to advise any person of any error therein.


Please note that the Index excludes dividend income, either paid on, or reinvested in the underlying shares.


FTSE™ is a trademark jointly owned by the London Stock Exchange plc and the Financial Times Ltd and is used under License by Britannia International.

Please note that past performance is not a guarantee of future performance. The Index can fall as well as rise.

Contact us

If you would like any additional information or help you can contact us by any of the following methods (or speak to your Adviser, if applicable):


 By telephone 9am – 5pm Monday to Friday, 10am – 5pm Wednesday. **01624 681100** (+44 1624 681100 if calling from outside the UK). An answerphone service is available outside these hours. To help us improve service and to assist staff training, calls may be monitored and/or recorded.

 By fax 24 hours a day 01624 681105 (+44 1624 681105 if calling from outside the UK).

 By email to enquiries@britanniainternational.com

 By visiting our website at www.britanniainternational.com

 By visiting our branches at Douglas, Ramsey or Port Erin in the Isle of Man.

 Or by writing to us at Britannia International, Britannia House, P.O. Box 231, Douglas, Isle of Man, IM99 1SD, British Isles.

BIEGGCB0408

Corporate Application Form

Please read our General Terms and Conditions & Account Special Conditions before completing this form.

1. Account Type

Account: _____

Is account to be opened by: Cheque Electronic funds transfer

Amount to be invested: £ _____

Transfer from existing
Britannia International Account No: _____

Electronic funds transfers must be paid to **A/c Name: Britannia International A/c No.: 71040625** at NatWest Prospect Hill Douglas Isle of Man IM99 1AQ British Isles
Sort Code: 60-07-03 quoting the company name and new account as a reference. SWIFT Code: RBOSIMDD IBAN No.: GB44NWBK60070371040625

2. Account Details

Name of Company: _____

Beneficial Owner(s)/Principal Shareholder(s) of the Company: _____

Status: e.g. Private Limited Company, Public Limited Company, Partnership

Company Registration No. (if applicable): _____

Registered Office: _____

Country of Incorporation:
(UK, Isle of Man or Channel Islands only)

Postcode: _____

Year Trading Commenced: _____

Place of Business: _____

Nature of Business: _____

Postcode: _____

Purpose of the Account: _____

Telephone: _____

Estimated level of turnover: _____

Fax No: _____

How often do you expect to use this account?: _____

How were the funds generated? (Please provide proof): _____

3. Operation of Account

Interest payment (please refer to the Special Conditions of the account for details on how interest can be paid).

Please pay interest: Annually Monthly On maturity

Please credit this account:

Please credit our Britannia International
Account No: _____

Please credit our UK, Channel Islands
or Isle of Man Bank Account No: _____

Bank Sort Code: _____

Account Name: _____

4. Signatory List

All authorised signatories to the account must complete this section

	Signatory 1	Signatory 2	Signatory 3	Signatory 4
Forename(s) Please include title:				
Surname:				
Home Address:				
Date of Birth:				
Place of Birth:				
Nationality:				
Position held:				
Signature:				
Date:				

Adding further signatures to the account

If you wish to add further signatories to the Account then you must supply an original written request giving the names of the people who are authorised to sign in respect of the Account. This request must be countersigned by at least two of the people listed above. We will also need you to provide a list of original sample signatures of persons authorised to sign on the account.

5. Declaration

We agree that the signature of any (minimum of two) of the above signatories (or those given on additional signatory requests, or as specified by official documentation e.g. extract of minutes and authorised signatory list etc.) to the Account will be sufficient for Britannia International to operate the Account and to allow withdrawal of any, or all, of the money in the Account. We agree to be bound by Britannia International's General Terms and Conditions of Deposit and the Special Conditions affecting this Account from time to time. We confirm that all information given on this form is correct.

Data Protection Act

The data controller is Britannia International Limited whose principal office is Britannia House, P.O. Box 231, Douglas, Isle of Man, IM99 1SD. The information which I provide or which you obtain through my dealings with you or in connection with my account will be held on the Company's computer systems and other records. My customer data may be:

- exchanged and disclosed within the Company, its parent Company and authorised agents.
- used for account administration, research, analysis and to prevent fraud.
- used for market research purposes, developing goods and services, statistical and business analysis and creating and maintaining a customer profile.
- disclosed to appropriate authorities, any other body having a legal right to the information and anyone I appoint to administer or operate my Account.

Telephone conversations between us may be recorded and/or monitored for both internal training and/or to ensure accurate operation of my Account and I also understand that information about my Account may be used for internal customer monitoring.

I have the right to access the information held (you reserve the right to charge an administration fee) and to have any incorrect information corrected. You will never share any information about me and my Account outside the Britannia Group for marketing purposes. As part of your service you may occasionally keep me informed of special offers, products and services. If I do not wish to receive this information I can tick the box

At least 2 directors of the Company must sign below

	Signatory 1	Signatory 2	Signatory 3	Signatory 4
Forename(s) Please include title:				
Surname:				
Home Address:				
Date of Birth:				
Place of Birth:				
Nationality:				
Position held:				
Signature:				
Date:				

6. Checklist

Please ensure you have provided the following, as an application cannot be opened without **all** these documents accompanying the application form.

1. Certified copy of Certificate of Incorporation/Details of Registered Office.
2. Copy of Board resolution authorising account opening and account signatories.
3. Copy of latest annual accounts.
4. Authorised signatory list.
5. Identification for account signatories. If there are more than two signatories to the account, identification is only required for two of these. However, if these signatories are not directors, then identification is also required on two directors of the company, one of whom must be an executive director.

6. Identification for each of the beneficial owner(s) of the company.
7. Copies of Powers of Attorney or other authorities affecting the operation of the Account, if relevant.
8. Source of wealth (e.g. how the funds have been generated). Documentary evidence may be required.

7. Providing Identification

We would like to open your account as quickly as possible. To enable us to complete the account opening procedures without delay we request your assistance.

Like all building societies and banks, Britannia International is required to confirm the name, address and signature of all new customers and re-verify existing customer details.

This can be done by providing one document each from List A and List B, shown opposite, for each applicant.

Proof of Identity (List A)

Full driving licence with photograph
Full passport with photograph
Armed forces ID card with photograph
Employer ID card with photograph
Government issued national identity card with photograph

Proof of Address(es) (List B)

Utility bill
Council tax bill
Bank statement†
Mortgage statement†
Credit card statement†

Documents from List A must be valid, show your signature and be supplied in the form of certified copies. A certifier must be a suitable independent person from the following: a lawyer, solicitor, accountant, director or manager of an authorised credit or financial institution, a notary public, a member of the judiciary, a senior civil servant, a British Embassy official or a serving police officer. The certifier should **sign and date** the copy document (printing their name clearly in capitals underneath) **and** clearly indicate their position or capacity on it. **The certifier must state in English that the document has been “certified as a true copy of the original”.**

The items supplied in List B must be original, show your current address(es), be recent and not more than three months old. Items marked † must be issued by a recognised bank or building society. We promise to send any original identification documents back to you by return post.

For Internal Use Only

Authorised by: _____

Account No.

Contact us

If you would like any additional information, please ask your Introducer or contact us by any of the following methods:



By telephone 9am – 5pm Monday to Friday, 10am – 5pm Wednesday.
01624 681100 (+44 1624 681100 if calling from outside the UK).
An answerphone service is available outside these hours. To help us improve service and to assist staff training, calls may be monitored and/or recorded.



By email to enquiries@britanniainternational.com



By visiting our website at www.britanniainternational.com



By fax 24 hours a day 01624 681105 (+44 1624 681105 if calling from outside the UK).



Or by writing to us at Britannia International, Britannia House, P.O. Box 231, Douglas, Isle of Man, IM99 1SD, British Isles.