



ACCOUNT MANDATE

This mandate (the “**Mandate**”) is a request to T.C. Ziraat Bankasi A.S. London Branch (the “**Bank**”) to open the Account(s) referred to below in the Company’s name in accordance with the Mandate’s terms.

This Mandate also sets out the terms applicable to other transactions that the Bank may enter into with the Company.

Please complete this form in BLOCK CAPITALS in black pen.

Please supply the documents requested in paragraph 8 (*Copy Documents Supplied with this Mandate*) below when you return the signed Mandate.

1. COMPANY DETAILS

Full Company Name	
	(the “ Company ”)
Jurisdiction of Incorporation:	
Registered Number:	
Registered Office:	
Correspondence Address (if different):	
Correspondence Fax Number:	
Correspondence Email Address: <i>[Only complete if you are happy to receive correspondence by email]</i>	

2. DEFINED TERMS AND INTERPRETATION

2.1 Where we use capitalised terms in this Mandate, those terms have the following meanings:

“**Account(s)**” means the Account(s) set out in paragraph 3 (*Account(s) to be Governed by Mandate*).

“**Authorised Signatories**” means the persons identified on page 7 onwards and any supplemental pages supplied by the Company as being authorised to act on behalf of the Company in connection with this Mandate.

“**Bank**” means T.C. Ziraat Bankasi A.S. London Branch.

“**Business Day**” means a day other than a Saturday or Sunday on which banks are open for general business in London.

“**Mandate**” means this mandate.

“**Resolutions**” has the meaning given to it in paragraph 8.1.

“**Terms and Conditions**” means the Bank’s Terms and Conditions for Corporate Account Holders as amended, supplemented or restated by the Bank from time to time.

“**Transactions**” means the transactions set out in paragraph 4 that you authorise the Bank to undertake in relation to the Company.

2.2 Where we use the term “**including**” in this Mandate, words that follow are only examples and shall not limit the widest interpretation possible being given to the words before the word “including”.

2.3 This Mandate does not confer any rights on third parties.

3. ACCOUNT(S) TO BE GOVERNED BY MANDATE

3.1 The Company requests and authorises the Bank to open [*number*] current account(s) in the name of the Company.

3.2 The terms of this Mandate shall apply to the Account(s) and any additional account(s) opened in accordance with the Company’s instructions if an additional mandate is not provided by the Company to govern those account(s).

3.3 The Bank is under no obligation to open any Account(s) requested in this Mandate or to enter into any Transactions other than those relating to the Account(s) until it has expressly agreed to do so in writing.

3.4 This Mandate supersedes any other mandates signed on behalf of the Company in respect of the Account(s).

4. BANK INSTRUCTIONS

The Bank is authorised and instructed by the Company to act on any instructions with regard to any transactions of any kind in relation to the Company given, or that purport to be given by, the Authorised Signatories (jointly if applicable), including any instructions or requests:

4.1.1 in relation to any of the Account(s), including withdrawals, transfers and the placing of funds on deposit:

- 4.1.2 to open further current or deposit accounts;
- 4.1.3 to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made by, or on behalf of, the Company, drawn upon, or addressed to, or made payable at, the Bank;
- 4.1.4 to issue any letter of credit, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity;
- 4.1.5 regarding dealings in documents of the Company or any foreign currency; and
- 4.1.6 to enter into further agreements with the Company, including facility and overdraft agreements,

in each case whether the relevant account is in credit or in debit or may in consequence become overdrawn or otherwise, but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time.

5. RESPONSIBILITY FOR PROPERTY

- 5.1 Any property provided by the Bank to the Company or the Authorised Signatories in relation to the Account(s), including cheque books, shall remain the property of the Bank, but the Company shall be responsible for maintaining the security of such property.
- 5.2 The Bank is:
 - 5.2.1 not liable for the misuse of the property described in paragraph 5.1; and
 - 5.2.2 entitled to accept instructions based on the use of such property as valid if the person using it purports to be an Authorised Signatory.

6. AUTHORISED SIGNATORIES

- 6.1 An Authorised Signatory is someone who can give the Bank instructions on the Company's behalf in relation to the Account(s) and Transactions, receive the information that the Bank will supply in relation to the Account(s) and Transactions and advise the Bank of changes relating to the Company that are relevant to the Account and Transactions.
- 6.2 Please complete details for each Authorised Signatory in the section of this Mandate starting on page 7.
- 6.3 Each Authorised Signatory, by signing this Mandate, confirms that they agree to be bound by the terms and conditions applicable to the Account and the Transactions as agreed by the Company.
- 6.4 The Company and each Authorised Signatory agree that any Authorised Signatory (acting with appropriate joint Authorised Signatories if applicable) is authorised to effect the Transactions, which may be effected in person, by letter, by fax or by email.
- 6.5 If a Transaction does not have a clear monetary value attributable to it in order for the Bank to ascertain the appropriate number of Authorised Signatories required under this Mandate, the Bank is entitled to accept instructions to undertake that Transaction from two Authorised Signatories acting together or, if there is only one Authorised Signatory appointed, the sole Authorised Signatory.

- 6.6 All Authorised Signatories shall remain entitled to act in accordance with this Mandate until the Bank receives written notice of the revocation of their Authority from another Authorised Signatory capable of acting alone under the terms of this Mandate or, if no such Authorised Signatory is available, a person purporting to be a director of the Company.

7. INSTRUCTIONS BY FAX AND EMAIL

- 7.1 The Bank is authorised to comply with all instructions in respect of the Account(s) and Transactions received by fax provided that such instructions are received on a fax copy of the Company's headed notepaper or the Bank's standard form document for such instructions and purports to be signed by the required number of Authorised Signatories.
- 7.2 The Bank is authorised to comply with all instructions in respect of the Account(s) and Transactions received by email if they appear to have been sent from the email addresses specified for the Authorised Signatories and include an attachment on the Company's headed notepaper signed by the required number of Authorised Signatories.
- 7.3 If an email instruction requires the authorisation of more than one Authorised Signatory, that instruction shall be delivered from each Authorised Signatory's specified email address.

8. COPY DOCUMENTS SUPPLIED WITH THIS MANDATE

- 8.1 Please provide copies of the following documents when submitting the Mandate to the Bank:
- 8.1.1 the memorandum and latest articles of association of the Company;
 - 8.1.2 the certificate of incorporation of the Company and all certificates of incorporation upon re-registration or change of name;
 - 8.1.3 a copy of the resolutions of the director(s) of the Company substantially in the form of the example provided to you upon requesting this Mandate (the "**Resolutions**");
 - 8.1.4 an up-to-date register of members for the Company; and
 - 8.1.5 any other documents specified by an officer of the Bank prior to your submission of this Mandate.
- 8.2 By signing this Mandate the signing director(s) confirm(s) that:
- 8.2.1 the Resolutions were passed at a quorate meeting of the board of directors of the Company or otherwise by the appropriate number of directors by written resolution, the Resolutions are a complete and accurate record of the matters approved in those Resolutions and that the Resolutions remain in full force and effect;
 - 8.2.2 the documents supplied with this Mandate are true copies and have not been amended, modified or superseded; and
 - 8.2.3 the signature shown in respect of each Authorised Signatory below is that Authorised Signatory's signature.

9. FEES AND CHARGES

The Bank shall communicate the fees and charges payable in relation to the Account(s) and Transactions to the Company from time to time, and the Company shall pay those fees in the

manner specified by the Bank or, if no time or method is specified for payment, upon demand by the Bank.

10. SET-OFF

10.1 The Company agrees that any monies from time to time standing to its credit on any of its accounts with the Bank, including the Account(s), and any other monies or liabilities owing or incurred by the Bank to the Company may be applied by the Bank, without notice to the Company, in or towards payment or satisfaction of any monies or liabilities now or after the date of this Mandate from time to time due, owing or incurred by the Company to the Bank in whatsoever manner, whether those monies or liabilities are actual, contingent, primary, collateral, several or joint and whether presently payable or not.

10.2 The Company shall have no right of set-off against the Bank.

11. INDEMNITY

The Company shall indemnify the Bank for all losses, claims, costs, charges, interest or expenses incurred by the Bank as a consequence of instructions from, or purportedly from, the Company and the Authorised Signatories in accordance with this Mandate or otherwise acting in accordance with this Mandate.

12. TERMS AND CONDITIONS

12.1 The Terms and Conditions are incorporated into this Mandate.

12.2 The Company confirms receipt of a copy of the Terms and Conditions by submitting this Mandate.

13. ILLEGALITY

The Bank shall not be required to perform its obligations under this Mandate to the extent that it believes that it is illegal to do so under any applicable law, and the Bank shall have no liability to the Company or the Authorised Signatories for failing to act in those circumstances.

14. CONFIDENTIALITY AND USE OF INFORMATION

14.1 The Bank may request confirmation of the identity of the Company or any Authorised Signatory from another bank or other financial institution, and the Company shall provide such assistance as the Bank reasonably requires in order to obtain such confirmation.

14.2 The Bank is authorised by the Company and the Authorised Signatories to:

14.2.1 suspend the Account(s) until satisfactory identification of the Company or any Authorised Signatory has been supplied;

14.2.2 provide information detailed in this Application or otherwise received in connection with this Mandate to the Company's auditors, the Bank's affiliates and employees and to any other person as required by law, including fraud and money laundering prevention agencies; and

14.2.3 search credit reference and fraud prevention agencies to verify identifies, establish credit statuses and otherwise to enable the Bank to transact with the Company.

15. ASSIGNMENT

The Company and Authorised Signatories may not assign any of their rights under this Mandate.

16. NOTICES

16.1 Any communication to be made between the Bank and the Company shall be made in writing and, unless otherwise stated, may be made by fax, letter or email.

16.2 The address, fax number and email address for any communication or document to be made or delivered between the Bank and the Company is:

16.2.1 in the case of the Company, those identified on page 1 of this Mandate; and

16.2.2 in the case of the Bank:

Address: 45-47 Cornhill, EC3V 3PF, London

Fax: 020 7600 4987

Email: info@ziraatbank.co.uk

Attention: Marketing and Financial Institutions Department

or any substitute address, fax number, email address or person as the Company or the Bank (as applicable) may notify to the other by not less than 10 Business Days' notice.

16.3 The Bank is entitled to accept instructions received from an email address specified for an Authorised Signatory as a valid instruction under this Mandate, but is not obliged to do so.

16.4 Any electronic or fax communication will be effective only when actually received and in a readable form.

17. TERMINATION

17.1 The Bank may close the Account(s) or suspend any Transaction:

17.1.1 immediately if the Bank believes that any action the Bank is required to take would be illegal in any jurisdiction;

17.1.2 immediately if the Bank believes false information has been given by the Company at any time;

17.1.3 immediately if the Bank believes keeping any Account open damages its reputation; or

17.1.4 upon 30 days' notice in all other circumstances.

17.2 The Company may request the closure of the Account(s) upon 30 days' notice in writing, provided that the Bank shall not close the Account(s) until it is satisfied that it is under no obligation to any person other than the Company in relation to the Account(s) or any Transaction.

18. GOVERNING LAW

This Mandate shall be governed by and construed in accordance with English law.

AUTHORISED SIGNATORIES

- 1.1 Please provide details for all authorised signatories below. If you need to add more than 4, please continue on a separate page and tick the “further Authorised Signatories” box at the end of this section.
- 1.2 The “Signing Limit for Sole Signature” is the maximum value of a single transaction that an Authorised Signatory can approve independently. If the Authorised Signatory is to have unlimited authority, please write “unlimited” in this box. If the Authorised Signatory is to only have the ability to give instructions with others, please write “only joint” in this box.
- 1.3 If you wish to have joint signatories, please specify the conditions that are to apply to any joint instructions. For example: “Authorised Signatory 1 may only sign with any one of Authorised Signatories 2 to 4”.
- 1.4 Please provide address details for Authorised Signatories for the last 3 years if you have not already provided these to the Bank.
- 1.5 If you are happy for the relevant Authorised Signatory to give instructions by email, please insert the relevant email address below.
- 1.6 We will advise you if we require any further documents from any Authorised Signatory in order to verify their identity.

Authorised Signatory 1

Full Name	
Specimen Signature	
Signing Limit For Sole Signature (£)	
Requirements for joint instructions	
Position (e.g. director, secretary, job title)	
Current Address	
Previous Address 1	
Previous Address 2	
Previous Address 3	

Email address	
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Authorised Signatory 2

Full Name	
Specimen Signature	
Signing Limit For Sole Signature (£)	
Requirements for joint instructions	
Position (e.g. director, secretary, job title)	
Current Address	
Previous Address 1	
Previous Address 2	
Previous Address 3	

Email address	
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Authorised Signatory 3

Full Name	
Specimen Signature	
Signing Limit For Sole Signature (£)	
Requirements for joint instructions	
Position (e.g. director, secretary, job title)	
Current Address	
Previous Address 1	
Previous Address 2	
Previous Address 3	

Email address	
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Authorised Signatory 4

Full Name	
Specimen Signature	
Signing Limit For Sole Signature (£)	
Requirements for joint instructions	
Position (e.g. director, secretary, job title)	
Current Address	
Previous Address 1	
Previous Address 2	
Previous Address 3	

Email address	
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Tick here if further Authorised Signatories enclosed:



SIGNATURES

Please ensure that this Mandate is signed by two directors unless there is only one appointed director of the Company, in which case that director should sign in the first signature block.

SIGNED on behalf of the Company by: (*Signature*)

Director

..... (*Print name*)

..... (*Date*)

SIGNED on behalf of the Company by: (*Signature*)

Director

..... (*Print name*)

..... (*Date*)