

## To Türkiye İş Bankası of 8 Princes Street, London EC2R 8HL ('the Bank')

## Company Mandate (Where a Board resolution is required)

Date:

### 1 Authority to open account

We request and authorise you to open an account or accounts in the name of the Company.

### 2 To open bank account.

We certify that at a meeting (the meeting) of the directors of (  insert full name of the company  ) on (  insert date  ) a resolution was duly passed that an account or accounts be opened with Türkiye İş Bankası A.S. London Branch.

### 3 Authority to the bank

We certify that at the Meeting the following resolutions were duly passed:

- (a) that the Bank be authorised and instructed 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 whether any of the accounts of the Company is in credit or in debit or may become overdrawn in consequence 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, provided that the same are signed by (see footnote);
- (b) that the Bank be authorised and instructed to accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity and to act on any instructions with regard to any other transactions of any kind of the Company or with regard to any of the accounts of the Company, in every case whether such 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, provided that the same are signed by (see footnote);
- (c) that the Bank be authorised and instructed to act on any instructions with regard to the purchase or sale of, or other dealings in, securities or documents of the Company or any foreign currency, in every case whether any of the accounts of the Company is in credit or 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, provided that the same are signed by (see footnote);
- (d) that the Bank be authorised and instructed to honour and comply with any orders to withdraw any or all money on any of the accounts of the Company with the Bank and with instructions to deliver, dispose of or deal with, any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in the Bank's possession for the account of the Company whether by way of security, safe custody or otherwise provided that the same are signed by (see footnote). and
- (e) that the Bank be authorised and instructed to act on any instruction given or purporting to be given by the persons named below by fax or similar electronic means (Faxed Instruction).

### 4 Authority of directors and other officers

We certify that at the Meeting the following resolutions were duly passed:

- (a) that any cheque, draft, order to pay, bill of exchange, promissory note or other instrument shall be treated as duly endorsed by the Company if the endorsement is signed for or on behalf of the Company, whether or not the Company is the original payee of such instrument, by ( see footnote);
- (b) that any application or request for the issue of any letter of credit, guarantee, indemnity or counter-indemnity or any instructions in relation to any letter of credit, guarantee, indemnity or counter-indemnity or any instructions with regard to any other transactions of any kind of the Company or with regard to any account of the Company with the Bank be effective if signed for or on behalf of the Company by (see footnote);
- (c) that any instructions with regard to the purchase or sale of, or other dealings in, securities or documents of the Company or any foreign currency be effective if signed for or on behalf of the Company by (see footnote) ; and
- (d) that any orders to withdraw any or all money on any of the accounts of the Company with the Bank or instructions to deal with any securities, deeds or documents or other property, including security boxes and their contents, whatsoever be effective if signed by or on behalf of the Company by (see footnote).

### 5 Borrowing and granting security

We certify that at the Meeting a resolution was duly passed that any (see footnote) has/have full authority;

- (a) to arrange with the Bank from time to time for advances to the Company by way of loan or overdraft or other credit facilities or accommodation with or without security; and
- (b) to mortgage or charge all or any of the assets of the Company, including goodwill and uncalled capital, and to sign, execute or authorise the affixing of the common seal of the Company to, and deliver on behalf of the Company, any documents required by the Bank from time to time relating to or securing any advances to the Company or any liabilities of the Company to the Bank.

### 6 To furnish the Bank with constitution documents, memorandum etc

We certify that at the Meeting a resolution was duly passed that the Bank be furnished with an up-to-date copy of the memorandum and articles of association of the Company, the certificate of incorporation, [the certificate[s] of incorporation on change of name,] [the certificate that the Company is entitled to commence business,] [the certificate of re-registration as a public company].

### 7 Effect of re-registration as public or private company

We certify that at the Meeting a resolution was duly passed that the Bank be informed in writing by any director of the Company should the Company re-register as a public (or) private company subsequent to the execution of this mandate, or effect any changes in the memorandum or articles of association of the Company and that the Bank be furnished with all such evidence as it may reasonably require.

### 8 Bank to supply information to auditors

We certify that at the Meeting a resolution was duly passed that the Bank be and is by this resolution authorised to provide:

- (a) the Company's auditors for the time being and from time to time with such information as the Company's auditors may request from time to time concerning any account or accounts of the Company or concerning any transactions or business of the Company with the Bank, and
- (b) any governmental agency of any jurisdiction in which the Company has assets or carries on business with such information relating to the business or affairs of the Company as that governmental agency may in writing request, until notice in writing to the contrary is received by the Bank signed for or on behalf of the Company by (see footnote).

### 9 To provide list of directors etc

We certify that at the Meeting a resolution was duly passed that the Bank be furnished with a list of the names of the directors, secretary and other officers of the Company and with specimens of their signatures and that the Bank be notified immediately in writing signed by any director or the secretary of any changes that may from time to time take place in these details and be entitled to act on any such notice and that, until receipt of such notice, the Bank may continue to treat the list most recently received as correct.

### 10 To communicate resolutions to the Bank

We certify that at the Meeting a resolution was duly passed that these resolutions be communicated to the Bank and shall constitute the Company's mandate to the Bank and remain in full force and effect until an amending resolution shall be passed by the board of directors and a copy of such resolution certified by any director or the secretary as being complete, true and up-to-date shall be communicated to the Bank.

### 11 To close account

We certify that at the Meeting a resolution was duly passed that the Bank be and is by this resolution authorised to close at any time and from time to time any of the accounts of the Company with the Bank by giving 30 days' notice in writing to the Company at its registered office.

**12 Interpretation**

We certify that at the Meeting a resolution was duly passed that in the above mentioned resolutions and instructions the expressions 'director[s]' and 'secretary' shall be construed as director[s] and secretary for the time being of the Company and shall:

in the case of 'director[s]', include alternate director[s], and

in the case of 'secretary', include any joint secretary, assistant secretary or temporary secretary.

**13 Statements of account**

We agree that we will examine all statements supplied by you setting out transactions on any of our accounts and agree that, unless we object in writing to any of the matters contained in any such statement within 30 days of the date of such statement, we shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.

**14 Entry of resolutions in minute book**

We certify that the above resolutions have been duly entered in the minute book of the Company and have been signed by the chairman and are in accordance with the articles of association of the Company and that such resolutions continue in full force and effect without amendment.

**15 General Indemnity and Indemnity in relation to Faxed Instructions**

In consideration of your complying with this mandate, we hereby undertake to indemnify you against any loss, charge or expense which you may suffer or sustain thereby and to absolve you from all liability for loss or damage which we may sustain from your acting on this mandate.

In consideration of your agreeing to act on a Faxed Instruction pursuant to condition 3.2(e) we undertake to keep you fully indemnified against all losses, costs, damages, claims, demands, and expenses that you or we may incur through your acting or failing to act upon any such Faxed Instruction:

a) whether or not such Faxed Instructions are given or transmitted without our authority; or

b) whether or not the losses and other matters mentioned above arise directly or indirectly from any operational failure, fault or error occurring in the course of the transmission of any such Faxed Instruction, whether relating to equipment belonging to you or any other party;

and we agree that you may nevertheless debit our accounts with any amounts which you have paid in accordance with any such Faxed Instructions. You will be entitled, but not bound, to act on any faxed instruction and may give us written advice to confirm whether or not you have done so. You shall not however be liable for failure to give such written advice. Any transaction requested by Faxed Instructions will be subject to your current terms and conditions (where applicable) in force at the time of the transaction. Your written evidence or other record of any Faxed Instruction will be conclusive evidence of it. This authority and indemnity shall not be prejudiced by the existence or absence of any confirmation or other communication relating to any Faxed Instruction.

**16 Legal jurisdiction**

We confirm that the Company shall irrevocably submit to the non-exclusive jurisdiction of the English courts for the benefit of the Bank, and that the authorities hereby conferred shall be governed and construed in accordance with English Law.

**17 Terms and Conditions**

We agree that the Company's contract with the Bank and the operation of the account or accounts with the Bank shall be governed by the Bank's standard terms of business, a copy of which has been supplied to us

**18 Signatures of directors etc**

We confirm that the signatures set above their names in the table below are those of all of the directors, the secretary and of any other officers of the Company authorised to sign, that such signatures are the genuine signatures of such persons and that such signatures operate as the specimen signatures of each of such persons.

<b>For and on behalf of</b>	please insert the full name of the Company in block capitals			
signature	signature	signature	signature	signature
Name and position	Name and position	Name and position	Name and position	Name and position

Note Your company may, at its option, either;

(a) nominate one director to sign on its behalf whose name should be specified or.

(b) if there is more than one director, nominate the directors / managers who are empowered to sign on behalf of the company stating whether they may sign individually or any two together. or

(c) indicate any other combination as established by the company and advised to the bank.