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1 Authority to open account

I, the undersigned, request and authorise you to open an account or accounts in my name and at any time subsequently to open such further account(s) in my name of whatever nature as I may direct.

2 Authorisation and requests

2.1 To honour cheques etc

I authorise and request you 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 on my behalf drawn upon, or addressed to, or made payable with, you whether any relevant account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time.

2.2 To honour orders to withdraw money etc

I authorise and request you to honour and comply with any orders to withdraw any or all money on any account in my name and with any 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 your possession for my account whether by way of security, safe custody or otherwise.

2.3 To act on instructions with regard to securities etc

I authorise and request you to act on any instructions with regard to the purchase or sale of, or other dealings in, securities or documents or any foreign currency, to accept and act on any application or request for any other transactions of any kind or with regard to any of my accounts in every case whether any such account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time.

2.4 To grant overdraft facilities etc

I authorise and request you to grant overdraft, loan or other credit facilities or accommodation for my account, and by way of security to accept any document signed or executed by me creating or evidencing any charge, mortgage or pledge over, or in respect of, any securities, deeds, documents or other property, including security boxes and their contents, whatsoever from time to time in your possession for my account whether by way of security, safe custody or otherwise.

2.5 Electronic Instructions

I further request and authorise you from time to time and without further authority or notice from me to act on any instructions to you given or purporting to be given by me or on my behalf in accordance with the then current mandate by fax or similar electronic means ('Faxed Instruction').

3 Bank's right to lien etc

I agree that nothing in the arrangements between you and me shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right which you may currently have expressly or which may be implied by law.

4 Authority to close account

I agree that you may close at any time and from time to time any of my accounts with you by giving 30 days' notice in writing to me at my address for correspondence or such other address for such purpose from time to time notified by me in writing to you.

5 Statements of account

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

6 Authorisation and requests to apply to every account

In the absence of contrary written instructions signed by me, the above conditions shall apply to each and every account of whatever nature now or subsequently opened by you in my name.

7 General Indemnity and Authority and Indemnity in relation to Faxed Instructions

7.1 In consideration of your complying in whole or in part with this mandate, I 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 I may sustain from your acting on this mandate.

7.2 In consideration of your agreeing to act on a Faxed Instruction pursuant to condition 2.5 I undertake to keep you fully indemnified against all losses, costs, damages, claims, demands, and expenses that you or I 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 my 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 I agree that you may nevertheless debit my 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 me 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.

8 Legal jurisdiction

These authorities shall be governed and construed in accordance with English Law and I hereby irrevocably submit for the benefit of the Bank to the non-exclusive jurisdiction of the English courts.

9 Terms and Conditions

I agree that my contract with the Bank and the operation of my 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 me

10 Specimen signature

The following signature operates as my specimen signature.

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signature
