

## To Turkiye Is Bankasi AS London branch

## Joint Account Mandate

Date 

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\* please insert the words "either of us", "any two of us", or "all of us" as appropriate.

### 1 Authority to open account

We, the undersigned, request and authorise you:

- 1.1 to open an account or accounts in our joint names and at any time subsequently to open such further account[s] in our joint names of whatever nature as (\* ) of us may direct.; and
- 1.2 to revoke all previous authorities given to you, but so that such revocation shall not affect any cheques, drafts, orders to pay, bills of exchange, promissory notes, orders to withdraw, instructions, applications, requests, instruments or contracts dated earlier than the date above.

### 2 Further request and authorisation

We also request and authorise you, until you receive from any one of us notice in writing to the contrary:

- 2.1 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 behalf of us 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 provided that the same are signed by (\* ) of us;
- 2.2 to honour and comply with any orders to withdraw any or all money on any account in our joint names 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 our joint account whether by way of security, safe custody or otherwise provided that the same are signed by (\* ) of us;
- 2.3 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 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 or with regard to any of our joint accounts, in every case whether such joint 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 provided that the same are signed by (\* ) of us; and
- 2.4 to grant overdraft, loan or other credit facilities or accommodation for any of our joint accounts, and by way of security to accept as duly signed or executed on our behalf any document 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 our joint account whether by way of security, safe custody or otherwise provided that the same are signed by (\* ) of us.
- 2.5 We further request and authorise you from time to time and without further authority or notice from us to act on any instructions to you given or purporting to be given by (\* ) of us or on our behalf in accordance with the then current mandate by fax or similar electronic means (Faxed Instruction').

### 3 Ambiguous instructions

Upon receipt by you of any conflicting or ambiguous instructions, you may, at your absolute and unfettered discretion, act or decline to act without incurring any liability.

### 4 Joint and several liability

We agree that we shall be jointly and severally liable for any overdraft, loan or other credit facilities or accommodation that may be granted on any account in our joint names, together with all interest, commission and other banking charges and expenses incurred in connection therewith.

### 5 Instruction to countermand cheques etc

We agree that you may act on any instruction to countermand or revoke any cheque, draft or other order to pay before it is effected provided that the same is signed by (\* ) of us.

### 6 To close account

We agree that you may close at any time and from time to time any account of ours with you by giving 30 days' notice in writing to us at our address for correspondence or such other address for such purpose from time to time notified by (\* ) in writing to you.

### 7 Not to restrict bank's right to lien etc

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

### 8 Procedure on death of a customer

We agree that, in the event of the death of either (or) both (or as appropriate) of us, you are to pay or deliver to or to the order of the survivor or survivors of us or their executor(s) or administrator(s), all money, securities, deeds, documents and other property, including security boxes and their contents, whatsoever standing to the credit or held by you for any account in our joint names.

### 9 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 one month of the date of the statement, we shall be deemed conclusively to have accepted all the matters contained in the statement as true and accurate in all respects.

### 10 Authorisation and requests to apply to every account

In the absence of contrary written instructions signed by (\* ) of us, the above conditions shall apply to each and every account of whatever nature now or subsequently opened by you in our joint names.

### 11 General Indemnity and Indemnity in relation to Faxed Instructions

- 11.1 In consideration of your complying in whole or in part 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.

**11.2** In consideration of your agreeing to act on a Faxed Instruction pursuant to condition 2.5 we undertake (where appropriate jointly and severally) 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.

**12 Legal jurisdiction**

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

**13 Terms and Conditions**

We agree that our contract with the Bank and the operation of our 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

**14 Specimen signatures**

The following signatures operate as the specimen signatures of each of us:

signature

please print your name

signature

please print your name