

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

Partnership Mandate

Date:

1 Authority to open account

We, (*insert full names of all partners*) (or) the persons whose full names are set out at the end of this mandate being all the present individual partners trading or practising for the time being under the style or firm of (*full name of firm*) ('the Firm') whose address is (*full address*), request and authorise you:

- 1.1 to open an account or accounts in the name of the Firm with you at your London branch and at any time subsequently to open such further account(s) in the name of the Firm of whatever nature as [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)] 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 by or on behalf of the Firm, drawn upon or addressed to or made payable with you whether any of such accounts 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 [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)];
- 2.2 to honour and comply with any orders to withdraw any or all money on any of the accounts of the Firm or with instructions to deliver, dispose of, or deal with, any securities, deeds or documents or other property, including instructions relating to security boxes and their contents, whatsoever from time to time in your possession for the account of the Firm whether by way of security or safe custody or otherwise provided that the same are signed by [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)];
- 2.3 to act on any instructions with regard to the purchase or sale of, or other dealings in, securities or documents of the Firm 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 of the Firm or with regard to any of the accounts of the Firm in every case whether any such account is in credit or in debit or may in consequence become overdrawn 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 [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)];
- 2.4 to grant overdraft, loan or other credit facilities or accommodation for the account of the Firm, and by way of security to accept as duly signed or executed on behalf of the Firm any document creating or evidencing any charge, mortgage or pledge over or in respect of any securities, deeds or documents or other property, including security boxes and their contents, whatsoever from time to time in your possession for the account of the Firm whether by way of security or safe custody or otherwise provided that the same are signed by [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)]; and
- 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 [one] or [any two] of us or on our behalf in accordance with the then current mandate by fax or similar electronic means (Faxed Instruction').

3 Joint and several liability

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

4 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 [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)].

5 To close account

We agree that you may close at any time and from time to time any account of the Firm with you by giving 30 days' notice in writing to the Firm at its address for correspondence designated above or such other address for such purpose from time to time notified by [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)] in writing to you.

6 Not to restrict bank's right to lien etc

We agree that nothing in the arrangements between you and the Firm 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.

7 Change in Firm's constitution

In the event of any alteration in the constitution of the Firm, due notice in writing will be binding on the partnership if given in the Firm's name by [one of us (or) any 2 of us (or) all of us (*or please state as appropriate*)].

8 Effect of partner ceasing to be member of Firm

Upon any partner ceasing to be a member of the Firm by death or otherwise you may, in the absence of written notice to the contrary from [one of us (or) any 2 of us (or) all of us (or please state as appropriate)] or from the executors, personal representatives or trustees of the outgoing partner, treat the surviving or continuing partners or partner for the time being as having full power to carry on the business of the Firm and to deal with its assets as freely as if there had been no change in the Firm.

9 Separate statements of account unnecessary

We agree that we dispense with the giving to each of us a separate statement of account periodically pursuant to the Consumer Credit Act 1974 section 78(4). Statements and all other notices and correspondence should be sent to the address designated above.

10 Statements of account

We agree that we will examine all statements supplied by you setting out transactions on any of the accounts of the Firm 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.

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 Authority to remain in force until written revocation

This authority shall remain in force until written revocation of it by [one of us (or) any 2 of us (or) all of us (or please state as appropriate)] or by the executors, personal representatives or trustees of an outgoing partner shall be received by you notwithstanding any change in the constitution or name of the Firm and shall apply notwithstanding any change in the membership of the Firm by reason of death, bankruptcy, retirement, disability or otherwise of any partner or the admission of any new partner or partners.

13 Legal jurisdiction

We confirm that the partnership 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.

14 Terms and Conditions

We agree that our Firm'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:

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

signature	signature	signature	signature	signature
Name and position	Name and position	Name and position	Name and position	Name and position