# UK MANDATE – For use by Branches and Offices in UK only PARTNERSHIP MANDATE



| PART I – Please complete ALL Section | PAKII | II – Piease | e combiete | ALL | Section |
|--------------------------------------|-------|-------------|------------|-----|---------|
|--------------------------------------|-------|-------------|------------|-----|---------|

| I/WE HEREBY CERT  | IFY THAT the Resolutions set out in Part III or  | f this Mandate   | e were | duly p         | assed             | by the     | e Partr   | ers of         |                         |  |   |
|---|--|------------------|--------|----------------|-------------------|------------|---|----------------|-------------------------|--|---|
|   |  | (1               | Name   | of 'Par        | tnersh            | ip')       |   |                |                         |  |   |
| Address of Partnership (including Postcode):  Correspondence Address if different (including Postcodes) |  |                  |        |                |                   | _   tl     | By signing below each individual hereby confirms<br>their understanding and acceptance of Part IV and<br>the section entitled "Giving your Consent" below |                |                         |  |   |
|   | ·  |                  |        |                |                   |            |   | _              |                         |  |   |
|   | ROVIDE A FULL LIST OF ALL PARTNE<br>ATORIES (Please use additional sheet if neo                              |                  |        | Pleas<br>to th | se indi<br>e Banl | cate w     | vith a r  | if the on with | Partne<br>h <b>each</b> | er or Signatory is<br>of the banking f | authorised to give instructions acilities 1 – 7 as applicable |
| NAME  | RESIDENTIAL ADDRESS (including Post codes) (If for less than 3 years please also supply previous address(es) | DATE OF<br>BIRTH | (1)    | ` '            | (3)<br>CK AS      | (4)<br>APP | (5)<br>ROPR   | (6)<br>CIATE   | (7)                     | PARTNER                                | SIGNATURE   |
|   |  |                  |        |                |                   |            |   |                |                         | Yes/No                                 |   |
|   |  |                  |        |                |                   |            |   |                |                         | Yes/No                                 |   |
|   |  |                  |        |                |                   |            |   |                |                         | Yes/No                                 |   |
|   |  |                  |        |                |                   |            |   |                |                         | Yes/No                                 |   |
|   |  |                  |        |                |                   |            |   |                |                         | Yes/No                                 |   |
|   |  | l                | 1      | 1              |                   | 1          | 1   | II             |                         |  |   |

(1) Deposit Instructions (2) FX Dealing Spot and Forward (3) Dealing in FX & Interest Rate Risk Management Products (4) Deposit and FX and Interest Rate <u>Settlement Instructions</u> (5) Anglo Connect (Read only access) (6) Trade Finance (7) Loans/Borrowings

Where there are two or more authorised signatories for any of the above facilities, unless the Bank is advised to the contrary in writing, the Bank is authorised to act on TELEPHONE INSTRUCTIONS from any ONE of the above signatories for 1, 2 and 3 above and also <u>FIRST PARTY Settlement Instructions</u> only (4 above).

The Bank is authorised to act on the WRITTEN INSTRUCTIONS of any  $\underline{TWO}$  of the above signatories for 6 and 7 above and any  $\underline{TWO}$  of the above signatories for  $\underline{THIRD\ PARTY\ Settlement\ Instructions}$  (4 above) unless otherwise advised to the Bank in writing.

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#### PART III – TERMS OF RESOLUTION

- 1. THAT ANGLO IRISH BANK CORPORATION PLC or as appropriate any of its UK subsidiaries (the 'Bank') be and is hereby requested and authorised to open and/or maintain in the name of the Partnership such account(s) denominated in such currencies as the Bank may now or from time to time consider appropriate for the receipt and disbursement of the Partnership's monies and to give effect to any order, direction, request or instruction given by the Partnership to the Bank relating to withdrawals and transfers from such account(s) from time to time, effected, made or given in accordance with the signing instructions in Part II hereof.
- THAT the Bank be and is hereby requested and authorised to enter into with the Partners of the Partnership from time to time currency exchange and interest rate transactions including but not limited to dealings in foreign currency spot and forward contracts, futures, options, forward rate agreements, swaps, caps, floors, collars and any other foreign exchange or interest rate hedging arrangements and such other instruments as are similar to, or derived from any of the foregoing which the Partners may request from time to time ("Financial Contracts") subject at the Bank's sole discretion to authorised hedging facilities being available, in each case, on such terms and conditions as are then current or may be stipulated by the Bank from time to time and subject to prior compliance with the Financial Services Authority regulatory requirements. Any such contracts entered into by telephone should be confirmed immediately to the Bank by the Partners of the Partnership in writing signed in accordance with the signing instructions in Part II of this mandate. This mandate also applies to dealings such as trade finance transactions and respective signing of assignments and endorsing Bills of Exchange, Promissory Notes and Letters of Credit.

The Bank is hereby requested to give effect to any order, direction, request or instruction given by the Partners of the Partnership to the Bank in accordance with Part II hereof.

- 3. THAT the Bank be and is hereby requested and authorised to honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted on behalf of the Partners of the Partnership and to act on all instructions relating to the account notwithstanding that such action may lead to borrowing or cause any of the Partnership's accounts with us to be overdrawn or any overdraft to be increased. Where the Partners borrow or incur any liability to the Bank whatsoever, the liability of the Partners of the Partnership shall be joint and several.
- THAT the Bank be and is hereby requested and authorised at its sole discretion to provide any or all of the services provided by it to the Partners of the Partnership

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from time to time and to enter into and complete any and all transactions and Financial Contracts entered into by the Bank with the Partners of the Partnership from time to time via such method and/or methods of communication, including by telephone, fax, e-mail and/or the internet, as the Bank shall select and offer to the Partners of the Partnership at the Bank's sole discretion on such terms and subject to such conditions as the Bank shall specify from time to time. In consideration of the Bank agreeing to accept instructions from the Partners of the Partnership in accordance with this Mandate by fax, the Partners hereby agree to indemnify and hold harmless the Bank in respect of all or any actions, proceedings, claims, losses, costs, charges and/or expenses which may be raised against or incurred by the Bank in consequence of the Bank acting on instruction received by fax which purport to come from the Partners and be signed on behalf of the Partners of the Partnership in accordance with Part II hereof.

- 5. THAT the Partners of the Partnership hereby covenants, agrees and undertakes with and to the Bank that the Bank may act upon and the Partners shall be bound by the instructions given in accordance with this Mandate.
- THAT this Mandate, having been notified to the Bank, shall remain in force unless
  and until altered or varied by new instructions given pursuant to the provisions of
  clause 8 of this Mandate.
- 7. THAT the Bank be assisted in the discharge of its anti-money laundering responsibilities by the Partners and authorised signatories providing such information and documentary evidence as may be set out in the attached schedule to this mandate and such other items as may be required by the Bank in this regard from time to time (if appropriate).
- 8. THAT the Bank be furnished with a copy of the Partnership Deed and that the Bank be informed by notice in writing, signed by at least one Partner, as soon as may be, of any change taking place from time to time in the terms of this mandate and/or any change in the Partners and/or Authorised Signatories of the Partnership.

Approved and signed on behalf of the Partners of the Partnership:

| PARTNER NAME | PARTNER SIGNATURE |
|--------------|-------------------|

# PARTNERSHIP MANDATE

# PART IV - CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES

(information relating to Individual Partners and Authorised signatories)

We may make searches now and in the future about you at credit reference agencies who will supply us with information, including information from the Electoral Register, for the purpose of verifying your identity and where appropriate to assess your ability to obtain credit. The agencies will record details of the search whether or not this application proceeds. We may use scoring methods to assess this application and to verify your identity.

An 'association' between joint applicants and/or any individual identified as your financial partner, will be created at credit reference agencies, which will link your financial records. You and anyone else with whom you have a financial link understand that each other's information will be taken into account in all future applications by either or both of you. This linking will continue until one of you successfully files a 'disassociation' at the credit reference agencies.

Where you borrow or may borrow from us (or incur or may incur any indebtedness to us), we may give details of your account and how you manage it to credit reference agencies. If you do not repay any indebtedness in full and on time, we may tell credit reference agencies which will record the outstanding debt.

# **Giving Your Consent**

It is important that you read and understand the next section of this Mandate entitled, Using and Sharing Your Information. By signing this mandate, you agree that we can use your information in this way.

# **Using and Sharing Your Information**

(including information relating to Individual Partners and Authorised signatories)

- (i) Your account is with Anglo Irish Bank Corporation plc and/or as appropriate any of its UK subsidiaries (the 'Bank') who is the data controller.
- (ii) Where we refer to 'Group' in this clause we are referring to the Anglo Irish Bank Corporation plc group of companies.
- (iii) Your information may be held on a Group database and used by us and any Group company for the purposes set out in this clause. Your information includes any information which we (or any Group company) hold, now or at any time in the future and which comes from, or relates to:-
  - application forms or other dealings with any Group company;

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- third parties, such as credit reference agencies and parties associated with you; and
- products and services received by you from any Group company.
- (iv) We and other Group companies will use, analyse and assess your information to maintain and develop our relationships with you. This will be for the following purposes:
  - (a) considering any applications made by you and helping us make creditrelated decisions about you;
  - (b) operating and administering the services we and/or they supply;
  - (c) servicing your relationships with Group companies;
  - (d) financial risk assessment, money laundering checks, compliance and regulatory reporting and fraud prevention;
  - helping us and other Group companies to identify products and services which may interest you; and
  - (f) helping us and other Group companies to understand and develop our and their business, including new and innovative products and services.
- (v) For operational reasons such as in a), b), c) and d) in sub clause (iv) above we may link your information between your accounts and other products and services you maintain with us, and also your information about others with whom you have a financial link.
- (vi) We do not disclose your information outside the Group except:-
  - for reasons described in a), b), c) and d) in sub-clause (iv) above;
  - where we have your consent;
  - where we are required or permitted to do so by law or regulations
  - to any persons, including insurers, who provide a service to us, who have agreed to keep your information strictly confidential;
  - to credit reference and fraud prevention agencies as set out above.

You have the right of access to your personal records held by credit reference and fraud prevention agencies. We will supply their names and addresses upon written request.

- (vii) In order to provide the services you have requested or may request from time to time, it may be necessary for your information to be transferred to someone who provides a service to us in other countries. If we do this we will ensure that any one to whom we pass your information agrees to treat your information with the same level of protection as if we were dealing with it.
- (viii) Please advise us by writing to the Compliance Officer, Anglo Irish Bank Corporation plc, 10 Old Jewry, London EC2R 8DN, if you do not wish to receive marketing material from the Bank or to be contacted by us in connection with other products or services which may be of interest to you.
- (ix) You have the right of access to your personal records held on our files by written request to The Compliance Officer at the address given in (viii) above and on payment of a small fee.

# SCHEDULE TO PARTNERSHIP MANDATE

### KNOW YOUR CUSTOMER IDENTITY AND ADDRESS VERIFICATION REGULATORY REQUESTS

To enable the Bank to comply with the UK Regulatory Authority's account establishment procedures, the following documentation is required from at least 2 Partners and (if different) 2 Authorised Signatories of the Partnership

<u>Verification of Identity</u> – originals \*\* of 2 of the following unless an original document is provided to the Bank at a face to face meeting with the subject of the document in which case only 1 document is necessary:

Current valid passport

Current UK/EU driving licence. Photo-Card or old version but NOT a Provisional licence

Inland Revenue Tax Notification

Firearms Certificate

Residence permit issued by Home Office to EU Nationals on sight of own country passport

Self-Employed in the Construction Industry – tax exemption certificate with photograph of holder (forms C155, C156 or SC60)

<u>Verification of current permanent address</u> – originals \*\* of 2 of the following unless an original document is provided to the Bank at a face to face meeting with the subject of the document in which case only 1 document is necessary:

Recent income tax bill

Recent council tax bill

Recent bank or building society or credit card statement

Most recent original mortgage statement from a recognised lender

Recent utility bill (mobile phone bills are NOT acceptable)

Current UK driving licence – if not used for evidence of identity

Solicitor's letter confirming recent house purchase or land registry confirmation (if none of the above are available)

\*\* Original documents will be returned by registered post on the day of receipt. Where it proves impossible to provide original documents to the Bank, certified copies will be acceptable, provided the certification is by an identifiable practising Solicitor or Notary.

In addition, the Bank may, in its sole discretion, require other items of documentation to be supplied at any time during its relationship with the Trust in order to fulfil its legal and regulatory obligations.

All documents used for address verification purposes should be recently dated (within the last 3 months).

| To: Anglo Irish Bank Corporation Plc                   | Date:   |                      |
|--|---|----------------------|
| Please accept the following as our standard settlement | ent instructions until cancelled/amended in writing at a future d | ate.                 |
| CURRENCY:  |   | -                    |
| A/C NAME:  |   | -                    |
| A/C NUMBER:  |   | -                    |
| BANK NAME:   |   | -                    |
|  |   | -                    |
| SORT CODE /:<br>SWIFT                                  |   |                      |
| REFERENCE:   |   |                      |
| CURRENCY:  |   | -                    |
| A/C NAME:  |   |                      |
| A/C NUMBER:  |   | -                    |
| BANK NAME:   |   | -                    |
|  |   | -                    |
| SORT CODE /: SWIFT                                     |   | -                    |
| REFERENCE:   |   | -                    |
|  |   |                      |
|  | Signed in Accordance with the Partnership Mandate                 |                      |
|  |   |                      |
| Authorised Signature                                   | Authorised Signature  | Authorised Signature |

Registered in Ireland: No 22045 Registered in England and Wales No. FC 016044. Branch No BR000969. European Authorised Institution

# **AUDIT AUTHORITY**

| •                               |                                    |
|---------------------------------|------------------------------------|
|                                 |                                    |
| Signed in Accordance with Partn | ership Mandate                     |
|                                 |                                    |
|                                 |                                    |
|                                 |                                    |
|                                 |                                    |
|                                 | s authority to the Bank to release |

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