

TREASURY MANDATE FOR COMPANIES



Name of Account Holder

PART I – AUTHORISED SIGNATORIES

AUTHORISED SIGNATORY NO.1

Name

Residential Address

Contact Number Date of Birth

- | | | | |
|--|--|--|--|
| 1. Deposit Transactions | <small>Please Tick</small>
<input type="checkbox"/> | 5. Dealings in Government and Commercial paper | <small>Please Tick</small>
<input type="checkbox"/> |
| 2. FX Contracts | <input type="checkbox"/> | 6. Read Only Access to Anglo Connect | <input type="checkbox"/> |
| 3. Interest Rate Contracts | <input type="checkbox"/> | 7. Trade Finance | <input type="checkbox"/> |
| 4. FX & Interest Rate Settlement Instruction | <input type="checkbox"/> | Signature | <input type="text"/> |

AUTHORISED SIGNATORY NO.2

Name

Residential Address

Contact Number Date of Birth

- | | | | |
|--|--|--|--|
| 1. Deposit Transactions | <small>Please Tick</small>
<input type="checkbox"/> | 5. Dealings in Government and Commercial paper | <small>Please Tick</small>
<input type="checkbox"/> |
| 2. FX Contracts | <input type="checkbox"/> | 6. Read Only Access to Anglo Connect | <input type="checkbox"/> |
| 3. Interest Rate Contracts | <input type="checkbox"/> | 7. Trade Finance | <input type="checkbox"/> |
| 4. FX & Interest Rate Settlement Instruction | <input type="checkbox"/> | Signature | <input type="text"/> |

AUTHORISED SIGNATORY NO.3

Name

Residential Address

Contact Number Date of Birth

- | | | | |
|--|--|--|--|
| 1. Deposit Transactions | <small>Please Tick</small>
<input type="checkbox"/> | 5. Dealings in Government and Commercial paper | <small>Please Tick</small>
<input type="checkbox"/> |
| 2. FX Contracts | <input type="checkbox"/> | 6. Read Only Access to Anglo Connect | <input type="checkbox"/> |
| 3. Interest Rate Contracts | <input type="checkbox"/> | 7. Trade Finance | <input type="checkbox"/> |
| 4. FX & Interest Rate Settlement Instruction | <input type="checkbox"/> | Signature | <input type="text"/> |

PART 1 - AUTHORISED SIGNATORIES (continued)

AUTHORISED SIGNATORY NO.4

Name

Residential Address

Contact Number

Date of Birth

1. Deposit Transactions

Please Tick

☐

5. Dealings in Government and Commercial paper

Please Tick

☐

2. FX Contracts

☐

6. Read Only Access to Anglo Connect

☐

3. Interest Rate Contracts

☐

7. Trade Finance

☐

4. FX & Interest Rate Settlement Instruction

☐

Signature

TREASURY TRANSACTIONS AUTHORISATION REQUIREMENTS - Please state the number of authorised signatories required to authorise Treasury Transactions.

Any One ☐

Any Two ☐

All ☐

Other ☐

Please specify other restrictions. Use separate sheet if required.

If no instruction restrictions are specified, the Bank may, at its sole discretion, accept and act on the instructions or purported instructions of any of the Authorised Signatories however given or originated including by fax, telex, via the internet or any electronic system used by the Bank from time to time. The Bank may also at its sole discretion require at any time instructions from all Authorised Signatories.

PART 2 - LIST OF DIRECTORS

Name

Residential Address

Occupation

Date of Birth

Signature

PART 3 - CERTIFICATE

I HEREBY CERTIFY THAT at a meeting of the Directors of the above Company duly convened and held on the day of 20 the Resolutions set out in Part 4 were passed

CERTIFIED BY
DIRECTOR/SECRETARY

Dated day of 20

Please see Terms and Conditions overleaf. Money Laundering Regulations specify that we collect further documentation from you. We will require Photo I.D. address verification for 2 Directors and 2 Signatories with this mandate.

PART 4 – TERMS OF BOARD RESOLUTION

1. THAT Anglo Irish Bank Corporation Plc (the “Bank”) be and is hereby requested and authorised to open and/maintain in the name of the Company such account(s) (each an “Account”) denominated in such currencies as the Bank may now or from time to time consider appropriate.
2. THAT the Bank may close any Account on giving written notice of such closure to the Company.
3. THAT the Bank be and is hereby requested and authorised to:
 - give effect to any instruction relating to any lodgement to or withdrawal or transfer from any Account;
 - honour and negotiate all cheques and other negotiable instruments drawn, made, endorsed or accepted by or on behalf of the Company;
 - enter into with the Company any Treasury Transaction from time to time requested on behalf of the Company;
 - enter into with the Company any trade finance and similar transaction from time to time requested on behalf of the Company;
 - issue any letter of credit, guarantee or indemnity requested on behalf of the Company; and
 - generally to act on all instructions and requests relating to the accounts, affairs and transactions of the Company from time to time, provided such instruction, request or other action is believed by the Bank in good faith to have been made given or effected by the Authorised Signatories on behalf of the Company in accordance with the signing instructions in Part 1 of this Mandate and notwithstanding that such action may lead to borrowing or cause any of the Accounts to be overdrawn or any overdraft to be increased.
4. THAT the Company hereby agrees that the Bank’s Treasury Terms and Conditions as in force from time to time (the “Treasury Conditions”) apply to all Treasury Transactions. The Company acknowledges that the Treasury Conditions may be viewed on the Bank’s website (www.angloirishbank.com) or copies may be obtained from any of the Bank’s branches during normal working hours.
5. THAT the Bank be and is hereby requested and authorised at its sole discretion to provide any or all services, and to enter into and/or effect any and all transactions, via such methods of communication, including electronic means as the Bank shall select at the Bank’s sole discretion on such terms and subject to such conditions as the Bank shall specify from time to time.
6. THAT the Company acknowledges and agrees that all services provided and transactions entered into and/or effected by electronic means (whether through the internet and/or such other communication network and/or medium as may be used by the Bank from time to time at its sole discretion) are subject to the terms and conditions for electronic Banking contained in the Treasury Conditions.
7. THAT the Company acknowledges that nothing in the arrangements between the Bank and the Company shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right the Bank may have existing or implied by law or otherwise.
8. THAT the Company agrees that it will examine all statements supplied by the Bank setting out transactions on any Account and agree that, unless it objects in writing to any of the matters contained in such statement within 7 days of the date of such statement, the Company shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.
9. THAT the Bank be informed by notice in writing, signed by at least one director or the secretary, as soon as may be, of any change taking place from time to time in the directors, the Authorised Signatories or secretary of the Company.
10. THAT the Bank be assisted in the discharge of its anti-money laundering responsibilities by the Company providing such information and evidence as the Bank may request from time to time in this regard.
11. THAT the Bank shall have no responsibility for and shall be indemnified by the Company in full on demand against any loss, damage or other liability suffered or incurred by the Bank or the Company, as the case may be, in connection with any instruction or request believed by the Bank in good faith to have been given in accordance with this Mandate.
12. THAT this Mandate, having been notified to the Bank, shall supersede any prior mandate and remain in force unless and until revoked, or varied or supplemented by new instructions given pursuant to a decision of the board of the Company advised to the Bank in writing in the form of a certified extract from the minutes of the relevant meeting or a supplemental mandate under the hand of a director or the secretary of the Company whereupon such new or supplemental instructions giving effect to such decision (to the extent that the same shall be at variance or inconsistent herewith) shall replace or alter, as the case may be, the instructions herein contained.
13. THAT this Mandate shall be governed by Irish law.
14. THAT in this Mandate the expression “Treasury Transaction” means and includes:
 - any deposit transaction;
 - any foreign exchange contract between the Bank and the Company including any currency swap, currency option, forward foreign exchange contract and any other contract as is similar to or derived from any of the foregoing;
 - any interest rate contract between the Company and the Bank including any interest rate swap, interest rate option, forward rate agreement, cap, collar, floor and any other contract as is similar to or derived from any of the foregoing;
 - any purchase and sale of or other dealing in commercial or government paper, bonds, certificates of deposit and other securities on behalf of the Company; and
 - such other transactions effected on behalf of, or entered into with the Company as may from time to time be covered by the Treasury Conditions.

PART 5 – DATA PROTECTION NOTICE

The information that the Company has provided will be treated as confidential and retained by the Bank for the purposes of financial services or as required by law.

The Company confirms that where it has provided any personal data relating to its directors, officers, employees, agents, members or partners (being individuals) that it has informed such individuals that personal data relating to them has been disclosed to the Bank, and that such information will be retained by the Bank for the purposes of providing financial services and in connection with the Company’s investments, and that such processing may be carried out by the Bank or on its behalf by agents and service providers.

The Company further undertakes that it has informed the individuals concerned that the Bank may from time to time use the personal data to make searches on the files of credit reference agencies who will record the search, and that the Bank may disclose that information to third parties in connection with any loan transfer, securitisation scheme or other schemes into which the Bank in its sole discretion may enter.

The Company also confirms that it has informed such individuals of their right to request copies of the information which the Bank holds about them (for which the Bank may charge a small fee) and to have any inaccuracies in that information corrected, to be removed from any direct mailing list, and of the fact that the information may be used for marketing the products and services of the Bank and/or a third party, and confirms that it has obtained all necessary consents.

Anglo Irish Bank Corporation plc

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18/21 St Stephen’s Green
Dublin 2
Ireland

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Fax: 353 | 6162482
Website: www.angloirishbank.com

Anglo Irish Bank Corporation plc is regulated by the Irish Financial Services Regulatory Authority.

