# **Treasury Mandate for Individuals**

# **PART I - NAME(S) OF ACCOUNT HOLDER(S)**

DATE: \_

ΝΑΜΕ	RESIDENTIAL ADDRESS	с	ONTACT NO.	DATE OF BIRTH	SPECIMEN SIGNATURE



# PART II - SIGNING INSTRUCTIONS IF THERE IS MORE THAN ONE ACCOUNT HOLDER

If there is more than one Account Holder the Bank may accept and act on instructions (however given or originated including by fax, telex, via the internet or any electronic system used by the Bank from time to time) in relation to all Treasury Transactions given by the following Account Holders:

Any One
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All Other

If there are any special restrictions please specify these. Use a separate sheet if required.

If no signing instructions are specified, the Bank may, at its sole discretion, accept and act on the instructions or purported instructions of any one of the Account Holders.

The Bank may at any time at its sole discretion require instructions from all Account Holders.

Quarterly

If any of the Account Holders die the Bank may accept and act on the instructions or purported instructions of any of the surviving Account Holders.

#### **PART III - INTEREST INSTRUCTIONS**

Any Two

Credit to Account: Monthly

Half Yearly

(tick as appropriate)

Credit to Other Account (please provide details): Bank: \_\_\_\_

Account Name: \_

#### **PART IV - DATA PROTECTION NOTICE**

The information that I/we have provided will be treated as confidential and retained by the Bank for the purposes of financial services or as required by law.

ANGLO IRISH BANK

I/We acknowledge that any personal data relating to me/us that has been disclosed to the Bank, will be retained by the Bank for the purposes of providing financial services and in connection with my/our investments, and that such processing may be carried out by the Bank or on its behalf by agents and service providers.

I/We further acknowledge 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.

I/We also acknowledge that I/we have the right to request copies of the information which the Bank holds about me/us (for which the Bank may charge a small fee) and to have any inaccuracies in that information corrected.

## **Treasury Mandate for Individuals**

(continued)

## DIRECT MARKETING

The information which I/we have provided may be used by the Bank for the purposes of providing me/us with information relating to the goods and services of the Bank and/or third parties.

[The Bank may also share this information with third parties to enable them to contact me/us directly with information in relation to their goods and services.]

If I/we do not wish to receive information by way of direct marketing I/we have indicated so by ticking the boxes below:

Account Holder 1 Account Holder 2 Account Holder 3	
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If I/we subsequently decide I/we no longer wish to receive such information, I/we shall notify the Bank at 18/21 St Stephens Green, Dublin 2, attention: Personal Deposits

#### **PART V - SIGNATURES OF ACCOUNT HOLDERS**

Account Holder 2

Account Holder I

Account Holder 3

#### **PART VI - TERMS & CONDITIONS**

- Anglo Irish Bank Corporation Plc (the "Bank") be and is hereby requested and authorised to open and/maintain in my/our name such account(s) (each an "Account") denominated in such currencies as the Bank may now or from time to time consider appropriate.
- 2. The Bank may close any Account on giving written notice of such closure to me/us.
- 3. 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 me/us or on my/our behalf;
  - enter into with me/us any Treasury Transaction from time to time requested by me/us or on my/our behalf;
  - enter into with me/us any trade finance and similar transaction from time to time requested by me/us or on my/our behalf;
  - issue any letter of credit, guarantee or indemnity requested by me/us or on my/our behalf; and
  - generally to act on all instructions and requests relating to accounts, affairs and transactions 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 me/us in accordance with the signing instructions in Parts I and II 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. I/We hereby agree that the Bank's Treasury Terms and Conditions as in force from time to time (the "Treasury Conditions") apply to all Treasury Transactions. I/We acknowledge 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. 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. I/We acknowledge and agree 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. I/We acknowledge that nothing in the arrangements between the Bank and me/us 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. I/We agree that I/we will examine all statements supplied by the Bank setting out transactions on any Account and agree that, unless I/we object in writing to any of the matters contained in such statement within 7 days of the date of such statement, I/we shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.
- 9. I/We agree that the Bank shall be assisted in the discharge of its anti-money laundering responsibilities by me/us providing such information and evidence as the Bank may request from time to time in this regard.
- 10. I/We agree that the Bank shall have no responsibility for and shall be indemnified by me/us in full on demand against any loss, damage or other liability suffered or incurred by the Bank or me/us, 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.
- 11. This Mandate, having been notified to the Bank, shall supersede any prior mandate and remain in force unless and until revoked, varied or supplemented by new instructions given by me/us.
- 12. This Mandate shall be governed by Irish law.
- 13. If there is more than one of us each of us shall be jointly and severally liable for any obligation that may be incurred to the Bank on my/our behalf or in my/our name.
- 14. In this Mandate the expression "Treasury Transaction" means and includes:
  - any deposit transaction;
  - any foreign exchange contract between the Bank and me/us 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 me/us 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 me/us; and
  - such other transactions effected on my/our behalf, or entered into with me/us, as may from time to time be covered by the Treasury Conditions.

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