## UK Mandate – (for use by Branches and Offices in UK only)

### MANDATE FOR COMPANIES

## Part I - Please complete ALL Sections

ANGLO IRISH BANK	

I HEREBY CERTIFY THAT at a meeting of the Directors of							(the 'Company')						
duly convened and held on the day of			2	0	the	e Res	oluti	ons s	et ou	t in P	art II	I were passed	; <del>-</del>
Company Registered Office Address (including Postcode):													
Correspondence Address if different (including Postcodes)							By signing below each individual hereby confirms their understanding and acceptance of Part IV and the section entitled "Giving your Consent" below						
PART II – PLEASE PROVIDE A FULL LIST OF ALL DIRECTORS AND AUTHORISED SIGNATORIES (Please use extra sheet if necessary)			Please indicate with a $$ if the Director or Signatory is authorised to give instructions to the Bank in connection with <b>each</b> of the banking facilities $1-8$ as applicable										
NAME	RESIDENTIAL ADDRESS (including Post codes) (If for less than 3 years please also	POSITION IN	DATE OF	(1)			(3) (4) (5) (6) (7) (8) DIRECTOR				SIGNATURE		
	supply previous address(es)	COMPANY	BIRTH		* T	ICK A	AS APPROPRIATE						
												Yes/No	
												Yes/No	
												Yes/No	
												Yes/No	
												Yes/No	
(1) Deposit instructions (2) FX Dealing Spot and Forward (3) Dealing in FX & Interest Rate Risk Management products Instructions (5) Anglo Connect (Read only access) (6) Anglo Connect FX Online Service (7) Trade Finance (8) Loans/Borrowings													

Where there are two or more authorised signatories for any of the above facilities, unless the Company advises the Bank 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 ONE of the above signatories for 6 above and any TWO of the above signatories for 7 and 8 above and in the case of <a href="https://doi.org/10.1007/j.j.gov/press/rep-2">THIRD PARTY Settlement Instructions (4 above)</a>.

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#### PART III - TERMS OF BOARD 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 Company 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 Company's monies and to give effect to any order, direction, request or instruction given by the Company 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 Company 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 Company may request from time to time ("Financial Contracts") subject at the Bank's sole discretion to adequate 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 Company 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 Company 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 Company and to act on all instructions relating to the account notwithstanding that such action may lead to borrowing or cause any of the Company's accounts with us to be overdrawn or any overdraft to be increased.
- 4. 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 Company from time to time and to enter into and complete any and all transactions and Financial Contracts

entered into by the Bank with the Company 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 Company 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 Company in accordance with this Mandate by fax, the Company hereby agrees 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 Company and be signed on behalf of the Company in accordance with Part II hereof.

- 5. THAT the Company hereby covenants, agrees and undertakes with and to the Bank that the Bank may act upon and the Company shall be bound by the instructions given in accordance with this Mandate.
- 6. 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 Company 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).
- 3. THAT the Bank be furnished with a copy of the Certificate of Incorporation of the Company and the Memorandum and Articles of Association, and that the Bank be informed by notice in writing, signed by at least one Director countersigned by the Secretary, 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 Directors, Authorised Signatories and/or Secretary of the Company.

Approved and signed on benair of the Co	ompany:	
(Director Signature)		Director Name
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# **PART IV – CREDIT REFERENCE AND FRAUD PREVENTION AGENCIES** (information relating to corporate officials)

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 corporate officials)

- (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;

- 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;
  - (e) 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.

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### SCHEDULE TO COMPANY 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 Directors and 2 Authorised Signatories and all shareholders with a holding of 20% \* or more in the share capital of the Company. If another company owns the Company, the information below will be required for any shareholders with a holding of 20% or more in the ultimate holding company.

<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)

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 company 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).

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<sup>\* 10%</sup> in the case of non-UK incorporated Companies

<sup>\*\*</sup> 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.

UK Mandate – (for use by Branches and Offices in UK only) To: Anglo Irish Bank Corporation Plc Date: Please accept the following as our standard settlement instructions until cancelled/amended in writing at a future date. **CURRENCY:** A/C NAME: A/C NUMBER: **BANK NAME: SORT CODE /: SWIFT REFERENCE: CURRENCY:** A/C NAME: A/C NUMBER: **BANK NAME: SORT CODE /: SWIFT REFERENCE:** Signed in Accordance with Company Mandate

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

**Authorised Signature** 

**Authorised Signature** 

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**Authorised Signature**