



**CORPORATE MANDATE FOR FACSIMILE AND SIGNED EMAIL INSTRUCTIONS**

1. We,.....(the “Company”)  
of .....(Registered Office)  
refer to the contractual relationship existing between T. C. Ziraat Bankasi A. S., London Branch (the “Bank”) acting through its offices at 45-47 Cornhill, London EC3V 3PF and the Company whereby the Bank operates account(s) and/or credit or other facilities or banking arrangements for the Company (together the “Banking Facilities”).
  
2. In consideration of the Bank agreeing to act in accordance with the terms of this Corporate Mandate for facsimile or signed email instructions (Facsimile/signed email document Mandate):
  - a) notwithstanding the terms of any existing contractual relationship or any future Mandate or other agreement or course of dealing between the Bank and the Company, the Bank is hereby requested and authorized to rely upon, and act in accordance with, any notice, demand or other communication in respect of the Banking Facilities (each an “Instruction” and together “Instructions”) which may from time to time be, or purport to be, given by way of facsimile communication on behalf of the Company by any of the persons identified in the Company Account Mandate dated ....., as amended, and issued in accordance with the terms stipulated therein without any further inquiry on the Bank’s part as to the authority or identity of the person giving or purporting to give such Instruction or Instructions and regardless of the circumstances prevailing at the time of such Instruction or Instructions;
  
  - b) the Bank shall be entitled to treat any Instruction or Instructions as fully authorized by, and binding upon the Company and shall be entitled (but not bound) to take such steps in connection with, or in reliance upon, such Instruction or Instructions as the Bank in its sole and absolute discretion may consider appropriate, whether such Instruction includes an instruction to pay money or otherwise to debit or credit any account, or relates to the disposition of any money, securities or documents, or purports to bind the Company to any agreement or other arrangement whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instruction or Instructions; and
  
  - c) the Company undertakes forthwith on demand by the Bank to indemnify the Bank and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank, of any nature and howsoever arising, out of or in connection with its acknowledgement and compliance with any Instruction or Instructions as aforesaid: and
  
  - d) the Company undertakes to forward the original of each Instruction or Instructions to the Bank without delay.
  
3. The Company hereby acknowledges and agrees that the Bank and each of the Bank’s nominees or agents shall not be responsible for any claim, action, proceeding, demands,



loss, damage, liability, cost or expenses of any nature and howsoever suffered or incurred arising directly or indirectly as a result of any act or thing which the Bank and/or such nominee or agent allows, takes or does or omits to allow, take or do in relation to the Instruction or Instructions or any of them under or pursuant to this Facsimile Mandate.

4. The terms of this Facsimile Mandate shall remain in full force and effect unless and until the Bank receives a written notice of termination of this Facsimile Mandate from the Company giving not less than seven days' notice of termination and signed in accordance with the Company Account Mandate. Provided that such seven days notice period shall not commence until the date, the Bank acknowledges receipt of such written notice that such termination will not release the Company from any liability under this Facsimile Mandate in respect of any act performed by the Bank in accordance with the terms of this Facsimile Mandate prior to the effective date of termination of this Facsimile Mandate.
5. This Facsimile Mandate shall be governed by, and construed in accordance with English law. The Company hereby agrees for the benefit of the Bank that the courts of England shall have jurisdiction to hear and determine any suit, action proceeding and to settle any disputes which may arise under or in connection with this Facsimile Mandate and for such purpose the Company hereby irrevocably submits to the non-exclusive jurisdiction of such courts.

Signed.....

Dated.....

Duly authorized for and on behalf of ..... pursuant to a resolution of the Board of Directors ;a certified copy of which is attached hereto.

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PRESENT: ..... (Chairman)

1. It was noted that a quorum was present.
2. The Chairman explained that it was in the Interest of the Company to enter into a Corporate Mandate for Facsimile instructions ("Facsimile Mandate") with T. C. Ziraat Bankasi A. S., London Branch (the "Bank").
3. There was tabled before the meeting a Facsimile Mandate addressed to the Bank to be executed by the Company. The Directors carefully considered its terms.
4. After consideration **IT WAS UNANIMOUSLY RESOLVED** as follows:
  - i) THAT it is in the best interests of the Company and to its direct benefit to execute the Facsimile Mandate:
  - ii) THAT the form of the Facsimile Mandate now produced to the meeting be and is hereby



Approved

IT IS HEREBY CERTIFIED:

- A. That the foregoing is a true extract from the minutes of the meeting of the Board of Directors of the Company.
- B. That the foregoing resolutions were duly passed in accordance with the Memorandum and Articles Of Association and Regulations of the Company;

**Chairman**

**Secretary**

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Dated.....