

Lloyds Bank Trust Mandate

Branch sort code

Account number

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To: Lloyds Bank plc *(the "Bank", "you")

Dated:

Parties

Please include all relevant parties as per the particular make up of the trust.

Insert name of individual trustees
Christopher Gregory Orr
Zeynep Devrim Ayhan
the "Individual Trustee(s)"

And

Insert name of corporate trustee(s)
N/A
the "Corporate Trustee(s)"

[a company can only be a trustee if its Memorandum / Articles of Association allow it to do so]

(together the "Trustees") of the

Insert full name of the trust
MILL CPE EXECUTIVE PENSION SCHEME
the "Trust", "we"

This Authority must be signed by:

- All trustees; and
- Anyone authorised to sign on behalf of a corporate trustee (if applicable).

We authorise you until the receipt by you of notice in writing to the contrary from all of us
(insert "any one/all of us" or as appropriate as per Trust Deed).

1. To open/continue* an account(s) with the Bank.
2. We authorise you:
 - (a) to pay, honour and debit to any account(s) in the name of the Trust, whether in credit or overdrawn or becoming overdrawn in consequence of such debit, all cheques, drafts, CHAPS, payment instructions or other orders or receipts for money signed, bills accepted and promissory notes made, or purporting to be made, on behalf of the Trust provided they are signed, accepted, or issued in writing or by electronic or other mechanical means;
 - (b) subject to prior arrangement with you, to accept cheques signed with the facsimile of the signature(s) of an authorised signatory or signatories (for example, by pre-printing, rubber stamp, or electronic or other mechanical means) if they reasonably appear to you to have been issued by the Trust provided that you shall also have been furnished in advance with

*delete as appropriate

copies of such facsimile signature(s). In any case, you shall not be required to check that the facsimile signature(s) have been applied with the authority of the relevant authorised signatory or signatories of the Trust (such copies of the facsimile of the signature(s) to be certified and supplied to the Bank);

- (c) subject to prior arrangement with you, to accept cheques whose details (other than the signature(s) are completed by typewriter, laser printing or other mechanical means if they reasonably appear to you to have been issued by the Trust. In any case, you shall not be prejudiced by any alteration or deletion in a cheque unless it should have been readily apparent to a reasonable banker processing such cheque in the ordinary course of business;

provided that in all cases the instructions are given in accordance with this authority by

Christopher Gregory Orr and Zeynep Devrim Ayhan

(insert "any one/any two/all signatories" provided it is in accordance with the trust deed)

and we will be jointly and severally liable for the repayment of any such overdraft with interest and / or any money advanced on any loan account with interest save that:

- (i) such liability shall only be in respect of the account(s) in the name of the Trust and no account in any other name; and
- (ii) the liability of
(corporate trustee) [repeat as appropriate]
shall be limited to the extent of the assets of the Trust but without prejudice to the joint and several liability of the other parties to the said account(s).

3. Christopher Gregory Orr and Zeynep Devrim Ayhan signatories be and are hereby authorised on behalf of the Trust:

(insert "any one/any two/all signatories" as appropriate provided it is in accordance with the trust deed)

- (a) to withdraw, purchase or sell or otherwise deal with any securities or other property of or deposited in the name of the Trust, to sign on behalf of the Trust any arrangements made with the bank for advances to the Trust by way of loan and/or overdraft, and charge any securities, moneys, or property of, or deposited in the name of, the Trust as security for any loan and/or overdraft and/or other liabilities of the Trust and to sign any documentation in connection therewith;
- (b) to arrange for the discounting of any bills of exchange we (or any of us as applicable) have endorsed on behalf of the Trust and to sign any documentation in connection therewith;
- (c) subject always to the terms and conditions applicable to such transactions, to give instructions and sign any agreement (whether committed or optional) with regards to:
 - a. the purchase, sale or exchange of any foreign exchange and/or securities;
 - b. any transactions relating to or involving purchase, sale, exchange, payment, or setting off of sums of money determined by reference to present or future interest or currency exchange rates including (without limitation) interest rate and currency swaps, caps, collars and floors, forward rate agreements, forward foreign exchange contracts and options on any such transactions;
- (d) to instruct you to open additional accounts of whatever currency, in the same name and right and to sign any application form for this or any secondary or other account;
- (e) to instruct you to close any accounts of whatever currency, in the same name and right and to sign any necessary paperwork for this, where there is no debit or credit balance involved;
- (f) to instruct you to transfer moneys between any account(s) in the name of the Trust whether a deposit or current account or such as the case may be and to debit or credit such account(s) as is necessary to comply with such request or order;
- (g) to accept for the credit of the account(s) any remittances tendered to you in the name of any one of us;
- (h) to consent to your use of information and data for any purpose other than in connection with the operation of any account, and to permit you to disclose information and data about the Trust to third parties;
- (i) to discuss with and receive information from you about the account(s),

and in all cases we will be jointly and severally liable for the repayment and satisfaction of all moneys and liabilities at any time due, owing or incurred from or by the Trust to you, together with interest to the date of repayment, commission, banking charges, legal and other costs, charges and expenses.

4. Christopher Gregory Orr and Zeynep Devrim Ayhan
signatories be and are hereby authorised on behalf of the Trust:
(insert "any one/any two/all signatories" as appropriate provided **it is in accordance with the trust deed**)
 - (a) to sign any indemnities or counter-indemnities to the Bank;
 - (b) to arrange for the granting of documentary or other credits or the issue of guarantees or other undertakings by the Bank whether within the UK or abroad.
5. We will be jointly and severally responsible for all liabilities of whatever nature of the Trust to the Bank, together with interest, fees and charges.
6. We confirm that all trustees and anyone authorised to sign on behalf of any corporate trustees have signed this authority and that the specimen signatures given in this authority are correct. Where there is a corporate trustee, we confirm that a resolution as suggested giving authorised signatories the power to enter into this authority has been duly passed.
7. We further confirm to the Bank that the trust is entitled, under the terms of the trust deed(s), to enter into this authority and the signing instructions given by us in this authority comply with the requirements of any such trust deed(s). We certify that the person(s) named below are all validly appointed trustees of the Trust.
8. We confirm that the Bank will be furnished with a list of names of the trustees and any other officers of the Trust and shall be notified of any changes thereto and that the Bank is authorised to act on any information given by the trustees as to any changes therein.
9. You may act on any instruction given pursuant to this authority without at any time making any enquiries as to the circumstances of the instructions or why such instructions were given save that where a new trustee or signatory is appointed, all identification and other checks in relation to the new trustee or signatory will be completed and satisfied before the Bank will be prepared to accept instructions from that person.
10. Where the Trust requests a variation to this authority, a new authority may be required together with such confirmations that the variation is in accordance with the trust deed(s).
11. This authority shall remain in force until revoked, notwithstanding any change in the constitution or name of the Trust and shall apply, notwithstanding any change in the membership of the Trust by death, bankruptcy, liquidation, retirement or otherwise. Any money now or hereafter standing to the credit of any account(s) in the name of the Trust shall be payable to or to the order of the survivor(s) of us, or the Executors or the Administrators of such survivor.
12. If any of the trustees is an individual and that person dies, the Bank will act on the instructions of:
 - (a) the remaining trustee(s), if there are any (this would include any "additional trustees" or "reserve trustees" who have been appointed to act on the death of the current trustee under the terms of the trust deed, provided they agree to be bound by the terms of this authority); or
 - (b) if there are no trustees remaining, the "plan trustee" (if any) appointed under the terms of the trust deed, failing which the personal representatives of the deceased trustee,and in either case the Bank will tell the person(s) instructing us what documentation the Bank will need in order to accept and act on their instructions.
13. Where a corporate trustee is appointed, those persons authorised to sign on their behalf will be independently advised to the Bank by that company without reference to any other trustee or party hereto and without any requirement for the Bank to obtain the confirmation, agreement or otherwise of such trustee or party.

14. That any application forms or documentation signed prior to but in accordance with the authority are hereby ratified.
15. That the Bank be furnished with any documentation or information from the Trust that it reasonably requests from time to time.
16. We acknowledge and agree that where payment instructions are to be provided to the Bank by [**telephone, fax or other**] electronic medium, you may require that we sign a separate agreement and we must follow any security procedure that you may specify. If there is any conflict between the specific terms of the subsequent agreement and this authority, the relevant specific terms of the subsequent agreement will override the relevant specific terms of this authority.
17. We acknowledge and agree that we will examine bank statements, confirmations and customer advice within a reasonable time after receiving the same and will promptly advise the Bank of any mistake, discrepancy or any error.
18. We acknowledge and agree that you may disclose:
 - a. to the auditors for the time being of the Trust such information as they may request;
 - b. to any subsidiary or associate companies of the Bank any information regarding the Trust or its accounts.
19. Where monetary limitations are specified in this authority they shall be designated in sterling.
20. We agree to be bound by the Bank's standard terms and conditions of business from time to time as issued and notified to us which standard terms and conditions shall be deemed to be incorporated herein.

[NOTE: PLEASE ENSURE THAT THE RELEVANT ACCOUNT TERMS AND CONDITIONS ARE SENT TO THE CUSTOMER EITHER AT THE SAME TIME AS OR BEFORE THIS MANDATE IS SIGNED]

Signed by

All of the individual trustees, and those signatories instructed by resolution to sign this authority for each Corporate Trustee, if applicable, are required to sign below.

To be completed by:

- (a) All trustees; and
- (b) Anyone authorised to sign on behalf of a corporate trustee (if applicable).

*Authorised
signatories of
Corporate
Trustee as
detailed in
accompanying
resolution.*

SIGNED.....

SIGNED.....

*Corporate
Trustee*

(for and on behalf of Limited)

Individual Trustee

SIGNED.....

Christopher Gregory Orr

Individual Trustee

SIGNED.....

Zeynep Devrim Ayhan

Individual Trustee

SIGNED.....

Individual Trustee

SIGNED.....

Individual Trustee

SIGNED.....

Individual Trustee

SIGNED.....

Name of Trust

Pursuant to a meeting of the Trustees of the MILL CPE EXECUTIVE PENSION SCHEME Trust

Dated2014

(to be signed in accordance with the Trust Deed, ensuring the Trust has power)

*delete as appropriate