

# Annex 2

Instructions by Telephone, Email and/or Facsimile



**To: The Governor and Company of the Bank of Ireland, acting through its Connecticut Branch, (the “Bank”)**

## **Authority and Indemnity from a customer relating to instructions by Telephone, Email and/or Facsimile**

1.  (Insert full legal name of Entity) (the “Customer”) has furnished to the Bank, a mandate dated         given to the Bank pursuant to a resolution/authority of the Customer (the resolution/authority and any amendment, variation or substitution thereof from time to time are hereinafter referred to as the Mandate) in relation to the operation of any account(s) in the name of the Customer with the Bank’s Global Markets division (the Customer’s accounts).

The Customer has instructed the Bank that in connection with the operation of the Customer’s accounts, the person(s) designated in the Annex 1 - List of Authorized Signatories, Dealers, and Confirmations, from time to time, are authorized to give instructions by telephone, email and/or facsimile message.
2. In consideration of the Bank agreeing, at the request of the Customer, to act on instructions received by telephone, email and/or facsimile message, the Customer hereby:
  - (a) covenants and undertakes with and to the Bank that:
    - (i) the Bank may act on such instructions sent by telephone, email and/or facsimile message whether such instructions include instructions to pay money or otherwise to debit or credit any account of the Customer with any amount or relate to the disposition of any money, or purport to bind the Customer to any agreement with the Bank or with any other person or commits the Customer to any other type of transaction or arrangement whatsoever; and the Customer shall at all times accept the debit or the credit of the Bank on any of its accounts in respect of any such and transaction as conclusive evidence of any such instructions sent by telephone, email and/or facsimile message and of the amount involved.
    - (ii) it shall do all that is necessary to ensure maximum security in connection with the issue of any such instructions sent by telephone, email and/or facsimile message and shall keep secret any system authorizations and/or validation codes issued in connection with such instructions and that if any code becomes known to any unauthorized person it will notify the Bank immediately and until such notification is received by the Bank, the Customer will be liable in full for any transactions effected as a result of a breach of this provision. List of Authorized Signatories
  - (b) acknowledges and agrees that:
    - (i) no written confirmation shall be required before or after the Bank shall act on instructions sent by telephone, email and/or facsimile message but the Customer shall, if called upon to do so by the Bank, confirm such instructions in writing, provided that failure to do so shall not render invalid any action taken by the Bank pursuant to such instructions.
    - (ii) the Bank assumes no liability or responsibility for consequences arising out of the interruption of, delay and/or loss in transit of any messages, letters or documents or for any delay, mutilation or other errors arising in transmission of any instructions sent by telephone, email and/or facsimile message or for errors in translation of and/or interpretation of technical terms.
    - (iii) the Bank assumes no liability or responsibility for consequences arising out of the interruption of the Bank’s business due to failure of power supplies, riots, terrorist attack, civil commotion, insurrections, wars, acts of God or any other causes beyond the Bank’s control.
  - (c) Indemnifies and agrees to keep indemnified the Bank and its directors, officers, agents and employees against all claims, demands, liabilities, losses, costs (including legal fees) actions, proceedings, charges and expenses whatsoever and howsoever arising which the Bank may incur or suffer by reason of the Bank acting on any instructions received by telephone, email and/or facsimile message and that the Bank may debit any account in the name of the Customer with any sums payable by the Customer hereunder.
3. This Authority and Indemnity is irrevocable for all executed transactions and provided services, except with the written consent of the Bank. However, either the Bank or the Customer may terminate the agreement for future services at any time.
4. This Authority and Indemnity is governed by and interpreted in accordance with the laws of the State of Connecticut.
5. For the benefit of the Bank, the Customer submits to the non-exclusive jurisdiction of the State and Federal courts located in the State of Connecticut in relation to any claim or proceeding hereunder. The Customer waives trial by jury in any such action or proceeding.
6. The Customer further irrevocably submits to any other jurisdiction in which it has assets or transacts business and hereby waives any objection to any claims that any suit action or proceedings have been brought in any inconvenient forum.

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## Signed for and on behalf of the Customer

I/We certify that the information on the previous page in this Annex 2 is complete and correct as of the date indicated below, and I/we undertake to advise you of any changes to the above information.

This Annex 2 either supplements or supersedes all prior Annex 2 sent to you (please mark "X" below as appropriate)

<input type="checkbox"/> supplements	<input type="checkbox"/> supersedes
Signature of person(s) authorized to communicate resolutions to Bank (e.g. Directors, Partners, Managers, etc.)	
Signature <input type="text"/>	Signature <input type="text"/>
Full Name (Block letters) <input type="text"/>	Full Name (Block letters) <input type="text"/>
Title <input type="text"/> Date <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	Title <input type="text"/> Date <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>
Company Name <input type="text"/>	Company Name <input type="text"/>