

FAX-, E-MAIL- AND TELEPHONE DECLARATION

Account No.: **Euro-Plus Rekeningnummer :**

Account Holder **(The Client')**

1. The Client hereby instructs and authorizes YAPI KREDI BANK NEDERLAND N.V. ('Yapi Kredi Bank') to execute any instruction of the Client or the Client's authorized representative given by telephone facsimile machine ('fax'), electronic mail ('e-mail') or telephone including but not limited to those regarding the transfer of monies or securities administered under abovementioned account number.
2. Instructions by fax should bear a signature or signatures which appear to Yapi Kredi Bank to correspond to the signature or signatures of the Client or Client's authorised representative(s) contained in the Signature Card and/or Power of Attorney. Yapi Kredi Bank is entitled but not obliged to postpone execution of any instruction, whether by fax, e-mail or telephone in order to request, at the expense of the Client, confirmation of such instruction from the Client. Yapi Kredi Bank is not responsible for any delay in execution of the instruction caused by such request.
3. Yapi Kredi Bank may at any time reasonably decline to execute any instruction given by fax, e-mail or telephone, notwithstanding any previous communication by a non-authorized official of Yapi Kredi Bank to the Client to the contrary.
4. The Client assumes all risks involved in connection with any communications by fax, e-mail or telephone and in particular (but without prejudice to the generality of the foregoing) risks due to errors in transmission, misunderstandings or errors on the part of Yapi Kredi Bank regarding the identity of the Client or the Client's authorised representative(s) and Yapi Kredi Bank is irrevocably discharged from all responsibility in respect thereof.
5. The Client hereby irrevocably declares to indemnify Yapi Kredi Bank, and to keep Yapi Kredi Bank indemnified notwithstanding article 6 hereof, against any loss arising to Yapi Kredi Bank in consequence of acting in reliance on any such communications as meant in article 4 hereof and against any actions, proceedings, costs, claims and demands from whomever in respect thereof. The Client shall perform any and all of his obligations resulting from the execution by Yapi Kredi Bank of such instruction given by fax, e-mail or telephone.
6. This declaration is binding to and enforceable against the Client until Yapi Kredi Bank receives a written notice of revocation from the Client.
7. The General Conditions of Yapi Kredi Bank (as amended from time to time), of which the Client has signed and received a copy, are applicable to this declaration. The provisions of this declaration supersede the provisions of the General Conditions, in case of any conflict between the two.
8. This declaration is exclusively governed by Dutch Law. Disputes between the Client and Yapi Kredi Bank regarding this declaration shall be settled in accordance with article 29 of the General Banking Conditions.

Place:.....

Date:.....

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Client name and signature:

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Client name and signature: