

POWER OF ATTORNEY

**(For Use by an Individual Submitting Claims in the Liquidation of
Bank of Credit & Commerce International SA (In Liquidation))**

Account Numbers covered by this Power of Attorney:

- 1.
- 2.
- 3.
- 4.

THIS POWER OF ATTORNEY is made on:
(Insert Date (day, month and year))

by:
(Insert Donor's name)

of
(Insert Donor's address)

.....
.....

(the "**Donor**")

- 1. (a) In this Power of Attorney the singular includes the plural and the masculine includes the feminine.
- (b) The expression "BCCI" shall mean Bank of Credit and Commerce International S.A. (in liquidation) a company incorporated in Luxembourg.
- (c) The expression "the Liquidation" shall mean the liquidation of BCCI being conducted pursuant to an Order of the District Court of the Grand Duchy of Luxembourg dated 3rd January 1992 and/or an order of the High Court of Justice in London dated 14th January 1992 and/or an Order of the High Court of Justice in the Isle of Man made on 15th January 1992.
- (d) For the avoidance of doubt, the expression "the United Kingdom" shall include the Isle of Man.

2. **The Donor** appoints
(Insert Attorney's name. Appoint one person only to act as Attorney)

of
(Insert Attorney's address)

.....
.....

(the "**Attorney**")

(a copy of Attorney's passport is attached)
as his attorney whose signature now follows:

.....
(Attorney's usual signature)

with full power to act in his own name in order to do any and all of the following on behalf of the Donor:-

- (a) to execute, sign and deliver any and all deeds, documents, (including, without limitation proofs of debt, address confirmation forms and payment instruction forms) and all other instruments or documents in such form and on such terms as the Attorney, in the Attorney's absolute discretion, considers appropriate or necessary and to give any instructions or information which the Attorney, in the Attorney's absolute discretion, considers are required relating to the making and pursuing of any claim in the Liquidation by the Donor for the recovery of any debt which the Donor claims is owed to him by BCCI (hereinafter referred to as "the Debt") and the Attorney shall without prejudice to the generality of the foregoing be entitled to complete any claim form whatsoever that is in the opinion of the Attorney required for this purpose;
 - (b) to provide an address for service and take effective receipt of all notifications, correspondence, letters and mails to be sent by BCCI in relation to the Debt, including claims rejection letters;
 - (c) to settle, compromise, submit or agree to arbitration, mediation or any other alternative dispute resolution process, and/or to make and conduct any court application and/or process whether in Luxembourg, the United Kingdom or otherwise and generally to negotiate in relation to the Debt or any part thereof;
 - (d) to receive, endorse, collect or otherwise deal with any and all cheques or other forms of payment of any and all amounts which may at any time become payable to the Donor in respect of the Debt or any part thereof;
 - (e) to consent on behalf of the Donor to any information provided in relation to the Debt or the Donor being made available to any part of BCCI (or the group of companies in which BCCI is a subsidiary) and its local liquidators or equivalent officers or any of their agents or advisors and to this extent insofar as this is appropriate and/or allowed in any jurisdiction to waive any rights of banking secrecy and confidentiality that the Donor may have;
 - (f) Otherwise to do anything and to sign any document that is in the opinion of the Attorney necessary or incidental to the performance of any of the functions referred to above or to give full effect to any deed, document or instrument executed pursuant thereto.
3. The Donor warrants and confirms that the granting of this Power of Attorney is valid binding and effective and is not contrary to the law of the country where the Donor is resident or domiciled.
 4. The Donor undertakes (if requested) to ratify all that the Attorney may do, purport to do, or cause to be done pursuant to this Power of Attorney.
 5. By execution of this Power of Attorney the Donor undertakes to indemnify the Attorney from all actions, proceedings, losses, costs, damages, claims and demands which he may suffer or incur by reason of his exercising the powers granted to him by this Power of Attorney.
 6. This Power of Attorney shall come into force at 12.01 am (London time) on 1 January 2008.
 7. This Power of Attorney shall continue in full force and effect until the occurrence of one of the following events:
 - (a) written notice of termination by the Attorney (in the form attached) is received by BCCI;
 - (b) the death of the Attorney;
 - (c) written notice of termination by the Donor (in the form attached) is received by BCCI; or
 - (d) the death of the Donor.

Notwithstanding termination of this Power of Attorney in the event of the Donor's death, the Attorney shall be obliged to notify BCCI of the Donor's death.

Notwithstanding termination of this Power of Attorney in the event of the Attorney's death, the Donor shall be obliged to notify BCCI of the Attorney's death.

8. The Donor has herein given the Attorney power to collect dividend payments in relation to the Debt. Should the Donor wish to give notice to BCCI that he **DOES NOT WANT** any dividend cheque(s) or payments to be made payable to the Attorney, then he shall inform BCCI accordingly by formal written notice to the Liquidators.
9. Notices to be given for the purposes of or pursuant to this Power of Attorney shall be delivered to BCCI at 5th Floor, Athene Place, 66 Shoe Lane, London EC4A 3BQ, UK or such other address as subsequently notified to the Attorney by the liquidators of BCCI appointed in the English liquidation.
10. This Power of Attorney shall be construed in accordance with the laws of England, to the jurisdiction of whose courts the Donor of this Power and the said Attorney hereby submit.

IN WITNESS WHEREOF this document has been executed as a Deed and is intended to be and is hereby delivered.

SIGNED AND DELIVERED

as a Deed by the Donor:

.....
(Donor's usual signature)

(a copy of its passport of the Donor attached)

in the presence of:

.....
(Signature of witness who must not be the person to whom the power of attorney is given)

Full name of witness:

Address of witness:

.....
.....

Occupation of witness:

(copy of passport of witness attached)

Completed form and identification provided must be certified by one of the following:

- Any Bank
- A Consulate
- A Notary Public (*complete address must be given*)
- The Mayor or Police Authorities (*provided you live in Western Europe*)
- A Commissioner for Oath or a Solicitor (*provided you live in UK, Canada, New Zealand or Australia*)