

Form of mandate for adoption by a Limited Liability Partnership

To: **The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch (the "Bank")**

Application for BusinessVantage account and other accounts and services

*Name of Limited Liability Partnership: _____ ("the LLP")

*At a meeting of the partners duly held on _____ (date) the following resolutions were passed:

BusinessVantage account, other accounts, services and channels

1. That the Company is authorised to apply to the Bank for accounts, services and channels offered by the Bank from time to time.

Opening, closing and conversion of Accounts

2. That the accounts as set out below be opened, closed, converted and/or continued with the Bank from time to time as directed by the authorised signatories as set out in the Schedule (the "Authorised Signatories") in accordance with the signing arrangements set out in paragraph 14 below.
 - a) a BusinessVantage account be opened; and/or
 - b)¹ the LLP's existing current account number _____ be converted into a BusinessVantage account with the same account number maintained; and/or
 - c) time deposit accounts be opened and/or continued; and/or
 - d) any other accounts that the LLP may require and the Bank may provide, be opened from time to time.All of the LLP's accounts with the Bank shall be referred to collectively as "Accounts".

3. That the Authorised Signatories as specified in the signing arrangement set out in paragraph 14 below be and are here by authorised to sign, on behalf of the LLP, the application forms which were produced and reviewed at the meeting and any other forms, documents, notices or statements in relation to the Accounts and Services (as defined below), required from the LLP by the Bank from time to time, and to communicate or deal with the Bank on the LLP's behalf generally.

Operation of Accounts

4. That the Bank be instructed to honour and comply with all cheques, promissory notes and other orders drawn, and all bills accepted on behalf of the LLP, whether in credit or overdrawn, to comply with all directions given for or in respect of any Accounts on behalf of the LLP and to accept and act upon all receipts or monies deposited with or owing by the Bank on any Accounts in the name of the LLP, provided that such cheques, promissory notes, orders, bills, directions or receipts are signed by the Authorised Signatories in accordance with the signing arrangements set out in paragraph 14 below.

That notwithstanding the signing arrangement in paragraph 14 below, the Company acknowledges that the Bank shall be entitled to rely upon all instructions received through the Channels referred to in paragraph 5 below.

Application of Services and Channels

5. That the Authorised Signatories as specified in signing arrangement set out in paragraph 14 below be authorised to:
 - a) apply for SMS Alert service, Corporate PhoneBanking, Trade Finance Services, electronic banking services and such other services that the Bank may offer from time to time (hereinafter referred to collectively as "the Services") and nominate such persons as indicated on the Application Form to utilise the Services, and the LLP will be responsible for all transactions effected through the use of the Services, whether or not they are carried out by the persons nominated;
 - b) sign forms or terms and conditions relating to the provision by the Bank of electronic banking channels to access Accounts and Services (the "**Channels**"), including:
 - (i) authorisation of third parties including, without limitation, affiliates of the Company to manage and/or access the Channels on the Company's behalf,
 - (ii) appointment and setting and amending authorisation levels of administrators and individual users, including users of any third party authorised pursuant to (i), with authority to administer, manage and/or access the Channels, as applicable, and
 - (iii) delegation to individuals of authority to make the appointments referred to in (ii),
 - c) change any of the instructions given to the Bank in relation to the Services contained in the Application Form in writing including but not limited to nominating new accounts for the Services;
 - d) change the list of authorised persons/users, including but not limited to nominated users, for the relevant Services (whether by addition or deletion of names) in writing;

- e) apply for any new services the Bank makes available from time to time; and
- f) generally give the Bank any other written instructions or consents in connection with the Services and Channels.

Terms and conditions

- 6. That the LLP has reviewed and approved all the terms and conditions governing the Accounts and the relevant terms and conditions governing the Services (hereinafter referred to collectively as "Terms and Conditions"), copies of which are produced at the meeting, and resolves that the LLP will observe and comply with the Terms and Conditions.

Security documents, indemnities and others

- 7. That the Authorised Signatories as specified in the signing arrangement set out in paragraph 14 below be hereby authorised to arrange with the Bank for advances to the LLP by way of discount, loan, overdraft or otherwise, and for the issue of guarantees and/or standby letters of credit by the Bank from time to time as required, and to sign on behalf of the LLP any form of deposit and withdrawal, any documentation relating to any securities or property or documents of title relating thereto to secure the said advances and any obligations, undertakings, instructions, guarantees, indemnities and counter-indemnities, and any other documents which may be required by the Bank in connection with any services availed and/or facilities granted by the Bank to the LLP insofar as they are not by their nature required to be executed under the Common Seal of the LLP.
- 8. Where the Trade Finance Services Application is completed, that the signatories as specified in the signing arrangement set out therein be hereby authorised to issue written instruction and to execute all relevant documents (including but not limited to the documents referred to in paragraph 7 above) in connection with the trade transactions described in the Trade Finance Services Application.

General

- 9. That the Bank be forthwith supplied with a copy of the LLP's constitutional documents and a copy of each amendment thereto as soon as the same has been passed.
- 10. That:
 - a) the Bank be supplied with a list of names, personal details and specimens of the signatures of all the Authorised Signatories and all its partners in the Schedule;
 - b) the Bank be informed from time to time in writing signed by any two partners of any changes to the personal details of the above individuals;
 - c) the Bank be informed from time to time in writing signed by any two partners of any changes to the list of Authorised Signatories and to provide personal details and specimens of the signatures of such individuals; and
 - d) the Bank be entitled to act upon such notice until the receipt of further notice signed by any two partners.
- 11. That in the absence of any directions to the contrary, all Accounts subsequently opened shall be operated and dealt with upon the terms set out above insofar as the same may be applicable..
- 12. That a copy of any resolution of the LLP if purported to be certified by any two partners shall as between the Bank and the LLP, be conclusive evidence of the passing of the resolution so certified.
- 13. That these resolutions be communicated to the Bank and remain in force until an amended resolution shall have been passed by the partners and a copy of thereof certified by any two partners shall have been delivered to the Bank.

Signing arrangements for Accounts, and for application for Services and Channels

14. That the following signing arrangements shall apply

(a) in respect of instructions in relation to paragraphs 2, 3 (Opening, closing and conversion of Accounts), 5 (Application of Services and Channels) and 7 (Security documents, indemnities and others) above, the Authorised Signatories to open and close Accounts and to apply for Services and Channels and execute documents which are not required to be executed under the common seal (where applicable):

- Singly Any two jointly
- Others (please state signing arrangement only, no monetary limits should be stated here):

(b) in respect of instructions in relation to paragraph 4 (Operation of Accounts) above, the Authorised Signatories to operate the accounts in the following manner:

- Singly Any two jointly
- Others (please state signing arrangement only, no monetary limits should be stated here):

15.¹ The mandate given by the LLP in respect of the pre-existing accounts listed below (excluding existing current account to be converted into a BusinessVantage account under this mandate) _____ (“Pre-Existing Accounts”), shall be revoked and the Pre-Existing Accounts shall be operated and dealt with in accordance with paragraph 4 of these resolutions. For the avoidance of doubt, cheques issued prior to the date on which the Bank gives effect to these resolutions shall be dealt in accordance with the terms of the mandate for the Pre-Existing Accounts.

16.¹ Where the LLP converts an existing current account (“Old Account”) into a BusinessVantage account, the mandate given by the LLP to the Bank in respect of the Old Account shall be revoked, and this mandate shall be effective as of the date of conversion. For avoidance of doubt, cheques issued prior to the date of conversion shall be dealt with in accordance with the terms of the mandate for the Old Account.

We hereby certify that the foregoing resolutions were passed by the partners at the meeting referred to above, that they have been entered into the Minute Book of the LLP and are in accordance with the LLP’s constitutional documents.

¹Dated this _____ day of _____

S.V.

S.V.

Partner

Partner

¹Delete if not applicable

Important: All amendments must be countersigned by two partners

*Schedule

Please provide signature specimens of the Authorised Signatories and all Partners.

1. Full name:

Date of birth:

Country of nationality:

NRIC/Passport no.:

Authorised signatory Partner

Signing group (if any):

Signature:

S.V.

2. Full name:

Date of birth:

Country of nationality:

NRIC/Passport no.:

Authorised signatory Partner

Signing group (if any):

Signature:

S.V.

3. Full name:

Date of birth:

Country of nationality:

NRIC/Passport no.:

Authorised signatory Partner

Signing group (if any):

Signature:

S.V.

4. Full name:	
Date of birth:	Country of nationality:
NRIC/Passport no.:	<input type="checkbox"/> Authorised signatory <input type="checkbox"/> Partner
Signing group (if any):	Signature: S.V.
5. Full name:	
Date of birth:	Country of nationality:
NRIC/Passport no.:	<input type="checkbox"/> Authorised signatory <input type="checkbox"/> Partner
Signing group (if any):	Signature: S.V.
6. Full name:	
Date of birth:	Country of nationality:
NRIC/Passport no.:	<input type="checkbox"/> Authorised signatory <input type="checkbox"/> Partner
Signing group (if any):	Signature: S.V.
Important: All signatures must be verified by a HSBC staff.	