

To: The Manager  
Vj g'J qpi nūpi 'cpf 'Uj cpi j ckDcpnūpi 'Eqtr qtcvūqp Limited  
Ebene, Mauritius

### MANDATE FOR ACCOUNTS OF A LIMITED COMPANY

I / WE HEREBY CERTIFY that the following resolutions were passed on \_\_\_\_\_ ( date ) at a meeting duly convened and quorate of the Board of Directors of \_\_\_\_\_ (The "Company") of \_\_\_\_\_ ( Registered Address) /<sup>a</sup> by way of written resolutions signed by all the Directors of the Company\*, whereas:

#### Account Opening and General Banking Facilities:

- (a) The Company wishes to open a \_\_\_\_\_ (Type of Account) account with Vj g'J qpi nūpi and Shanghai Banking Corporation Limited ( the "Bank"), subject to the Bank's General Terms and Conditions.
- (b) As part of the Bank's account opening procedures, certified true copies of the Company's corporate documents, list of authorised signatories (together with their specimen signatures) and all other documents required as per the Bank's Checklist will need to be produced to the Bank.
- (c) E-channels (HSBCnet)
  - (1) The Company wishes to use E-Channels (HSBCnet) from the Bank subject to the Bank's Terms and Conditions.
  - (2) The Company intends to authorise its officers, employees and/or agents to use E-channels (HSBCnet).

#### IT WAS RESOLVED THAT:

#### Account Opening and General Banking Facilities

- 1) That a \_\_\_\_\_ (Type of Account) account(s) be opened or continued (as the case may be) with the Bank, and any other account or accounts as may be subsequently directed by any \_\_\_\_\_ Director(s) or by any \_\_\_\_\_ authorised signatories or by \_\_\_\_\_
- 2) 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 Company, whether the current account be in credit or overdrawn, to comply with all directions given for or in respect of any account or accounts of any kind whatsoever on behalf of the Company, and to accept and act upon all receipts for monies deposited with or owing by the Bank on any account or accounts in the name of the Company, provided that such cheques, promissory notes, orders, bills, directions or receipts are signed by any \_\_\_\_\_ Director(s) or by any \_\_\_\_\_ authorised signatories or by \_\_\_\_\_
- 3) That any \_\_\_\_\_ Director(s) or any \_\_\_\_\_ authorised signatories or \_\_\_\_\_ be authorised to withdraw and deal with any of the Company's securities or property or documents of title thereto which may be deposited with the Bank for safe custody or in safe deposit from time to time, whether by way of security or otherwise.
- 4) That any \_\_\_\_\_ Director(s) or any \_\_\_\_\_ authorised signatories or \_\_\_\_\_ be authorised to arrange with the Bank for advances to the Company by way of discount, loan, overdraft or otherwise, and for the granting of foreign exchange facilities, credits and the issue of guarantees by the Bank from time to time as required, and to sign on behalf of the Company any form of deposit and withdrawal, Memorandum of Deposit, Letter of Trust, Fixed or Floating Charge, Hypothecation assignment and Pledge, or any other security document 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 the aforesaid facilities.
- 5) That in the absence of any written 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.
- 6) That the Bank be forthwith supplied with a copy of the Company's Constitution and with a copy of each amending resolution as soon as the same has been passed, and with sight of the Certificate of Incorporation, Global Business Licence, if any, and Certificate of Current Standing.
- 7) That the Bank be supplied with a list of names and specimens of signatures of Directors and any other person or persons authorised to sign on behalf of the Company, and be from time to time informed by a completed mandate form or by a certified resolution of the Board of Directors of the Company of any changes which may take place therein, and be entitled to act upon until the receipt of a further completed mandate form or certified resolution as aforesaid.
- 8) That a copy of any resolution of the Board of Directors of the Company, if purporting to be certified as correct by a Director of the Company or by the Company Secretary, shall as between the Bank and the Company be conclusive evidence of the passing of the resolution so certified.
- 9) That these resolutions be communicated to the Bank and remain in force until an amending resolution shall have been passed by the Board of Directors and a certified copy thereof shall have been delivered to the Bank.

IT WAS RESOLVED THAT:

- 1 The ( ) E-Channels Customer Master Agreement or the HSBCnet Customer Agreement (as applicable) (the "Agreement")  
OR  
( ) Customer Associate Letter of Authority which forms part of the E-Channels Customer Master Agreement or the HSBCnet Customer Agreement between \_\_\_\_\_ as the Customer and as the Bank (as applicable) (the "Agreement")

Of which this section of the Mandate forms part be approved;

- 2 ( ) The person(s) whose name(s) and signature(s) appearing in the Agreement Authorisation section of the Agreement be authorised to sign the Agreement for and on behalf of the Company;  
OR  
( ) said Customer Associate Letter of Authority be authorised to sign the same for and on behalf of the Company;

- 3<sup>1</sup> ( )<sup>2</sup> any one of the following persons be authorised to act solely  
OR  
( ) any two of the following persons be authorised to act jointly

to give and to also appoint/remove such other person(s) to give instructions to the Bank and any member of the HSBC Group in respect of all matters in connection with the Agreement, including, without limitation, all matters regarding the E-Channel(s) referred to in the E-Channels Schedule(s) of the Agreement, the signing up for new E-Channel(s) and all other matters regarding such new E-Channel(s), subscribing for and withdrawing from any Services under any E-Channel in one or more countries and to add to, amend and delete any accounts and services registered under any E-Channel for and on behalf of the Company:

- (√)<sup>3</sup> any person mentioned in paragraph 2 above;
- ( ) any director of the Company;
- ( ) Name: ..... Specimen Signature: .....
- ( ) Name: ..... Specimen Signature: .....
- ( ) any authorised signatory of any account of the Company maintained with the Bank or other members of the HSBC Group;

- 4 details of these resolutions be communicated to the Bank and other members of the HSBC Group as shall be appropriate and remain in force until an amending resolution shall have been passed by the Company's Board of Directors and a certified copy thereof shall have been received by the Bank and other members of the HSBC Group as shall be appropriate (or such other written confirmation as required by them);

And that details of the foregoing resolutions have been recorded in the Minutes and/or entered into the Minute Book of the Company and signed therein by the Chairman of the Meeting/Corporate Secretary/all the Directors and are in accordance with the applicable constitutional documents of the Company and such applicable laws and regulations (if any).

All the terms set out and particulars completed in the Form together with the Terms and Conditions, all in the form tabled at the Meeting, be and are hereby approved and accepted in all respects.

I HEREBY CERTIFY that the foregoing are true copies of the resolutions as entered in the Minute Book of the Company and are in accordance with the Constitution of the Company.

Dated at: ..... this ..... day of .....

X  
Signature of Chairman of the Meeting .....  
Full Name (in block letters)

Please note:  
 a. Only if permitted under the Constitution and/or the applicable laws.  
 b. \*Please delete whichever is not appropriate. Initial by the Chairman of Meeting is required next to the field.  
 c. Alterations to this form must be initialed by the Chairman of the Meeting.  
 d. Please refer to the Bank's Checklist for the list of documents to be submitted to the Bank herewith.

Additional Notes to Section on HSBCnet:  
 1. The person(s) authorised under paragraph 2 and 3 above should also be signatory/ signatories of one or more account(s) of the Company maintained with the Bank or other members of the HSBC Group.  
 2. Please tick either one only.  
 3. Please place a tick in one or more ( ) as shall be applicable. Please note that whoever is/are authorised here has/have very wide power and authority to basically do any act and sign any document relating to HSBCnet for and on behalf of and binding on the Company.  
 4. Expressions used in this Mandate have the same meaning as corresponding expressions in the Agreement unless otherwise specified. Where the Agreement is the HSBCnet Customer Agreement, all references to "E-Channel(s)" herein shall for all purposes be references to "HSBCnet".