

## MANDATE FOR PERSONAL ACCOUNTS

To: **AXIS BANK LIMITED, Hong Kong**

### 1. Request to open account

I, the undersigned, hereby request and authorize you to open an account in my name and at any time subsequently at my request to open such further accounts in my name in whatever currency and of whatever nature as you may agree. I agree that my Application for Account Opening presented to you, your "Terms and Conditions of bank accounts" and the terms and conditions respectively referred to therein or incorporated therein by reference (herein collectively called the "Terms and Conditions") are hereby adopted and accepted by me.

### 2. Instructions and authorization

#### 2.1. To honour cheques & payment order

I authorize and instruct you to honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on my behalf drawn upon, or addressed to, or made payable with, you whether any relevant account is in credit or in debit or may become overdrawn in consequence or otherwise.

#### 2.2. To honour orders to withdraw money

I authorize and instruct you to honour and comply with any orders to withdraw any or all money on any accounts in my name and with any instructions to transfer, deliver, dispose of or deal with any securities, deeds or documents or other property whatsoever from time to time in your possession for my account (whether by way of security, safe custody or otherwise).

#### 2.3. To grant banking facilities

I authorize and instruct you, at your absolute discretion and for so long as you deem fit, to grant overdraft, loan or other banking facilities or accommodation for my account, and by way of security to accept any deed and document signed or executed by me creating or evidencing any charge, mortgage, pledge or security over, or in respect of, any securities, deeds, documents, assets or other property whatsoever from time to time in your possession for my account (whether by way of security, safe custody or otherwise).

#### 2.4. To act on instructions regarding documentary credits and securities

I authorize and request you:

- a. to act on any instructions with regard to the purchase or sale of, or other disposals or dealings in, securities or documents or any foreign currency;
- b. to accept and act on any application or request for the issue of any letter of credit, documentary credit, bond, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, documentary credit, bond, guarantee, indemnity or counter-indemnity;
- c. to enter into currency exchange and interest rate transactions including, but not limited to, dealings in foreign currency, spot and forward rate exchange contracts, futures, options, forward rate agreements, swaps and any other foreign exchange or interest rate hedging arrangements, equity swaps, equity options and such other instruments as are similar to or derived from any of the foregoing which you may offer and which I may request from time to time of any kind whatsoever for my purposes on such terms and conditions as are then current or as may be stipulated by you from time to time; and
- d. to act on any instructions with regard to any other transactions of any kind or any of my accounts in every case (whether any such account is in credit or in debit or may become overdrawn in consequence or otherwise); and

#### 2.5. Right as regards overdraft

I agree that the provisions in this paragraph 2 shall be without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time set by you.

### 3. Your right to lien

I agree that nothing in the arrangements between you and me shall be treated as constituting an implied agreement restricting or negating any lien, charge, mortgage, pledge, right of set-off or other right which you may have or which may be given or implied by law.

### 4. Authority to close account

You may close at any time and from time to time any of my accounts with you by giving 15 days' notice in writing to me at my address for correspondence given below or such other address for such purpose from time to time notified by me in writing to you.

### 5. Statement of account

I agree that I will examine all statements supplied by you setting out transactions on any of my accounts and agree that, unless I object in writing to any of the matters contained in any such statement within 90 days of the date of such statement, I shall be deemed conclusively to have accepted all the matters contained in such statement as true and accurate in all respects.

6. **Terms applicable to every account**

The Terms and Conditions shall apply to each and every account of whatever nature now or subsequently opened by you in my name subject to any contrary written instructions or agreement with you signed by me.

7. **Acting on this mandate**

In consideration of your complying in whole or in part with this mandate as you deem appropriate, I shall indemnify you and keep you indemnified against any claims, actions, proceedings, loss, damages, charge or expense which you may suffer, incur or sustain thereby and to absolve you from all liability for loss or damages which I may sustain or incur in consequence of or by reason of your acting on this mandate.

8. **Personal Data**

I agree to comply with and be bound by your Notice to Customer relating to Personal Data (Privacy) Ordinance (the "Notice") and to the use of my personal data in the manner specified in the Notice.

9. **Interpretation**

In this document, unless the context otherwise requires, (a) paragraph headings are included for convenience only and do not affect the construction of this document, (b) words denoting the singular shall include the plural and vice versa, and (c) any reference to any gender shall include a reference to the other genders and each of them.

10. **Governing law**

Subject to any express provision contained in the Terms and Conditions, I agree that this mandate and the payment hereunder shall be governed by and subject to the laws of the Hong Kong Special Administrative Region.

11. **Specimen Signature**

I authorize and confirm to you to treat the following signature as my specimen signature.

Date :

Signature:

## MANDATE FOR JOINT ACCOUNTS

To: **AXIS BANK LIMITED, Hong Kong**

### 1. Authority to open account any time

We, the undersigned, request and authorize you to open an account or accounts in our joint names and at any time in the future to open such further accounts in our joint names of whatever nature or type as any one or all of us (as the case may be) may request you if acting in accordance with the signing arrangement set out in the relevant signature card issued to you or in the Schedule ("**Signing Arrangement**").

### 2. Authorization and requests

#### 2.1. To honour cheques etc

We authorize and request you to honour and comply with all cheques, orders to pay, drafts, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made on behalf of us drawn upon, or addressed to, or made payable with, you whether any relevant account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified overdraft limit from time to time provided that the same are signed in accordance with the Signing Arrangement.

#### 2.2. To honour orders to withdraw money etc

We authorise and request you to comply with and give effect to any orders to withdraw any or all money on any account in our joint names and with any instructions to deliver, sell, purchase, dispose of or deal with any assets, securities, deeds or documents or other property whatsoever from time to time in your possession for our joint account whether by way of security, safe custody or otherwise provided that the same are signed in accordance with the Signing Arrangement.

#### 2.3. To act on instructions with regard to securities etc

We authorise and request you to act on any request or instructions for the purchase or sale of, or other dealings in, securities or documents or any foreign currency, to accept and act on any application or request for the issue of any letter of credit, performance or security bond or any other bond, guarantee, indemnity or counter-indemnity and any instructions in relation to any letter of credit, guarantee, indemnity or counter indemnity and to act on and accept any instructions in relation to any other businesses or transactions of any nature or in relation to any of our joint accounts, in every case whether such joint account is in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to your right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time provided that the same are signed in accordance with the Signing Arrangement.

#### 2.4. To grant overdraft facilities etc

We authorise and request you to grant overdraft, advances, loan or other banking facilities or accommodation for any of our joint accounts, and by way of security to accept as duly signed or executed on our behalf any document creating or evidencing any charge, mortgage, pledge or lien over or in respect of any securities, deeds, documents or other property whatsoever from time to time in your possession for our joint account whether by way of security, safe custody or otherwise provided that the same are signed in accordance with the Signing Arrangement.

#### 2.5. Interest, currency and derivatives transactions

We authorize and request you to enter into interest rate transactions, currency exchange, credit derivatives transactions or equity linked deposits including (without limitation) dealings in spot and forward rate exchange contracts, foreign currency, futures, options, forward rate arrangement, swaps and any other foreign exchange or interest rate hedging arrangements, equity swaps, equity options, credit-linked notes, equity linked deposits and such other instruments as are similar to or derived from any of the foregoing which you may offer and which we may request from time to time of any type or nature whatsoever on such terms and conditions as are then current or as may be stipulated by you from time to time, provided that the same or the relevant request, application or agreement is signed in accordance with the Signing Arrangement.

### 3. Instruction to countermand cheques etc

You may act on any instruction to countermand or revoke any cheque, draft other order to pay before it is effected provided that the instruction is signed by or on behalf of us in accordance with the Signing Arrangement.

### 4. Cheques and remittances

Remittance or cheques in favour of any one of us may be credited to the joint account without reference to the payee of the remittance or cheque.

### 5. Bank's right not affected

Nothing in the arrangements between you and us shall be treated as constituting an implied agreement restricting or negating any lien, charge, mortgage, pledge, right of set-off or other right you may currently have expressly or that may be implied by law.

**6. Statements of account**

We agree that we will examine all statements supplied by you setting out transactions on any of our accounts. We agree that, unless we object in writing to any of the matters contained in any such statement within 90 days of the date of the statement, we shall be deemed conclusively to have accepted all the matters contained in the statement as true and accurate in all respects.

**7. Authority to close account**

You may close at any time and from time to time any of our joint accounts by giving 15 days' notice in writing to us at our address for correspondence given below or such other address for such purpose from time to time notified by or on behalf of us in accordance with the Signing Arrangement.

**8. Authorisation and requests to apply to every account**

In the absence of contrary written instructions signed by or on behalf of us in accordance with the Signing Arrangement, the above conditions shall apply to each and every account of whatever nature now or subsequently opened by you in our joint names.

**9. Joint and several liability**

We agree that we shall be jointly and severally liable for (a) any overdraft, advances, loan or other credit facilities or accommodation that may be granted on any account in our joint names, together with all interest, commission and other banking charges and expenses incurred in connection therewith and (b) all obligations and liabilities to you and all agreements, powers and authorities to you directly or indirectly arising out of or in connection with this Mandate and the account of us with you.

**10. Procedure on death of customer**

We agree that, in the event of the death of any one of us, all money, securities, investments, deeds, documents and other property whatsoever standing to the credit or held by you for any account in our joint names shall, subject to applicable laws, belong to the survivor (as the case may be) survivors of us and you are to pay or deliver to or to the order of such survivor or survivors all such money, securities, investments, deeds, documents and other property.

**11. Personal Data**

We agree to be bound by your Circular to Customers relating to the Personal Data (Privacy) Ordinance ("Circular") and to the use of our personal data in the manner specified in the Circular.

**12. Indemnity**

In consideration of your complying in whole or in part with this mandate, we hereby jointly and severally undertake to indemnify you against any loss, charge or expense you may suffer or sustain thereby and to absolve you from all liability for loss or damage we may sustain from your acting on this mandate.

**13. Miscellaneous**

13.1. Your obligation to give notice to us as joint account holders shall be discharged by giving the notice to any one of us.

13.2. Within the context of this Mandate words denoting the singular shall include the plural and vice versa and any reference to any gender shall include a reference to the other genders and each of them.

**14. Specimen signatures**

The following signatures operate as the specimen signature of each of us.

Specimen Signature:

Primary Account Holder	Joint Applicant (1)	Joint Applicant (2)	Joint Applicant (3)

Date :

## Letter of indemnity in respect of instructions

To: **AXIS BANK LIMITED, Hong Kong**

Date : \_\_\_\_\_

Dear Sirs,

**1. The Mandate**

I/We refer to the mandate between AXIS Bank Limited (the "Bank") and me/us governing the operation of my/our account(s), banking facilities and arrangements, dealings and transactions with the Bank (the "Mandate").

**2. Authority**

2.1. Notwithstanding any other agreement or course of dealing between the Bank and me/us or the terms of the Mandate or of any future mandate by me/us to the Bank, the Bank is hereby instructed and authorized, but is not obliged, at its discretion to rely upon and act in accordance with any notice, demand or other communication (such notice, demand or other communication are hereinafter collectively and individually called the "Communications") which may from time to time be, or purport to be, given by telephone, fax or electronic media or means by me/us or on my/our behalf by any one of the persons mentioned in the Schedule below without inquiry on the Bank's part as to the authority or identity of the person making or purporting to make such Communications and regardless of the circumstances prevailing at the time of such Communications.

2.2. The Bank shall be entitled to treat such Communications as fully authorized by, and binding upon, me/us, and the Bank shall be entitled (but not bound) to take or omit to take (as the case may be) such steps in connection with, or in reliance upon, such Communications as the Bank may in good faith consider appropriate, whether such Communications include instructions to pay money or otherwise to debit or credit any account, or relates to the disposition or transfer of any money, securities or documents, or issue of bank drafts or purports to bind me/us to any agreement or other arrangement with the Bank or with any other person or to commit me/us to any other type of transaction whatsoever, regardless of the nature of the transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Communications.

**3. Indemnity against losses etc**

In consideration of the Bank complying in whole or in part with the terms of this letter as the Bank at its discretion considers appropriate, I/we shall indemnify the Bank and keep the Bank indemnified against all losses, claims, actions, proceedings, damages, demands, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with such Communications or the Bank's compliance in whole or in part with the terms of this letter.

**4. Miscellaneous**

The letter shall be governed by and construed according to the law of the Hong Kong Special Administrative Region.

**Schedule**

**Person(s) authorized to give communications by telephone, fax or electronic media or means as mentioned in Paragraph 2.1 above:-**

Name in Full	Specimen Signature	HK Identity Card / Passport No.	Address

**Yours faithfully,**

Sole Applicant / Primary Applicant	Joint Applicant (1)	Joint Applicant (2)	Joint Applicant (3)

[To be signed by the Applicant(s) who has/have signed the account opening form]

Axis Bank – Account Opening Form – Personal

Axis 銀行 - 開戶表格 - 個人