

Hong Kong Branch



Until you have received written instruction or mandate from the Firm and sufficient time shall have elapsed to permit you in due course and by such means as you may consider appropriate to record the same, you are entitled to honour and treat as valid the instructions given by or on behalf of the Firm pursuant to this mandate and the Terms and Conditions and you shall not be liable for any damages and loss arising out of their execution.

6. Right to refuse overdraft

Your right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time set by you shall not be affected or prejudiced by the provisions in Paragraph 3 herein.

7. Liability

I agree that I shall be liable for (a) any loans, advances, overdrafts or other banking facilities or accommodation which shall be granted on any account of the Firm together with all interest, commission and other banking charges and expenses incurred in connection therewith and (b) all obligations and liabilities to you directly or indirectly arising out of or in connection with this Mandate, any authorization and instructions given to you pursuant to this Mandate and the account of the Firm with you.

8. Closing account

I agree that you may close at any time and from time to time any account of the Firm with you by giving 15 days' notice in writing to the Firm at its address for correspondence designated below or such other address for such purpose from time to time notified in writing to you by the Firm.

9. Banker's rights not affected

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

10. Statements of account

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

11. Personal data

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

12. Indemnity

In consideration of your complying in whole or in part with this mandate, I hereby undertake to indemnify you against any loss, damages, charges or expenses which you may suffer or sustain thereby and to absolve you from all liability for loss or damage which I may sustain from your acting on this mandate.

13. Auditors

You are instructed and authorized (but not obliged) to supply to the Firm's auditors for the time being and from time to time such information and documents as the Firm's auditors may request in relation to any account or accounts of the Firm or concerning any transactions or business of the Firm with you.

14. Authority to remain in force until written revocation

This authority shall remain in force until written revocation of it by me or by the executors, personal representatives or trustees of me shall be received by you and shall apply notwithstanding my death, retirement, bankruptcy, incapacity, disability or otherwise.

15. Rules

The Firm hereby acknowledge receipt and agree to observe and be bound by your rules for the time being in force as will be applicable to the above accounts respectively and any supplement or amendment thereof from time to time.

16. Miscellaneous

In this Mandate, unless the context otherwise requires, (a) words denoting the singular shall include the plural and vice versa and (b) any reference to any gender shall include a reference to the other genders and each of them.

17. Specimen Signature

The signature of the sole proprietor below shall operate as his specimen signature to you.

18. 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 construed in accordance with the Laws of The Hong Kong Special Administrative Region and the Bank and Customer hereto hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

For and on behalf of : _____

Proprietor

Name

HK Identity Card / Passport No.

Date : _____ Place : _____

Note :

1. A copy of the Firm's Business Registration Certificate (if any) and particulars of proprietor of the Firm and its officers certified by the sole proprietor of the Firm to be true, complete and up-to-date should be attached to this Mandate.
2. Amendments or alternations must be initialled by the sole proprietor.
3. The sole proprietor must read Notice to Customers relating to the Personal Data (Privacy) Ordinance.