

PLEASE READ THIS MANDATE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT.

MANDATE FOR SOLE PROPRIETORSHIP ACCOUNTS

Name Account-holder:.....of

Trading Name: .....

Address:

Room ..... Floor ..... Block ..... Post Code .....

Building Name ..... Street Name .....

Post Box ..... ^City/Town Name .....  
(e.g. Tsim Sha Tsui/ Guangzhou/ Chiyoda)

Division/ Province/ Prefectures ..... ^Country .....  
(e.g. Kowloon/ Guangdong/ Tokyo)

☐ Correspondence address is same as Address

Correspondence Address:

Room ..... Floor ..... Block ..... Post Code .....

Building Name ..... Street Name .....

Post Box ..... ^City/Town Name .....  
(e.g. Tsim Sha Tsui/ Guangzhou/ Chiyoda)

Division/ Province/ Prefectures ..... ^Country .....  
(e.g. Kowloon/ Guangdong/ Tokyo)

^ Mandatory fields

To: **MIZUHO BANK, LTD.**  
(Incorporated in Japan with Limited Liability)  
Hong Kong Branch

Dated .....

1. I, the undersigned, being the sole proprietor conducting business under the trading name of ..... ("**Firm**"), agree to retain the services of and appoint you as my banker subject to your General Terms and Conditions for Accounts, a copy of which I have received and by which I agree to be bound and any other applicable terms and conditions in force from time to time in relation to your accounts and other products and services. Unless the context indicates otherwise, all capitalized terms used herein that are not specifically defined herein shall be as defined in the General Terms and Conditions for Accounts.

2. I request and authorise you to open/continue\* the following account(s):

Time Deposit ☐ (All Currencies)

Current Account 

HKD	JPY	USD	Others	(Please specify)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

Savings Account 

HKD	JPY	USD	Others	(Please specify)
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____

( ☐ : Please tick as appropriate)

and to open any other account(s) in any other currency(ies) in the name of the Firm, as may be subsequently requested by me or by relevant persons referred to in the Schedule (each an "**Authorised Representative**") on behalf of the Firm if acting in the manner prescribed in the Schedule.

3. I also authorise and request you, until Authorised Representatives acting on behalf of the Firm in the manner prescribed in the Schedule shall give you notice in writing to the contrary:

(a) to honour and comply with all cheques, drafts, notes and other orders drawn, and all bills accepted on behalf of the Firm, whether the account(s) be in credit or overdrawn, to comply with all directions given for or in connection with any account(s) whatsoever on behalf of the Firm, and to accept all receipts as a valid discharge to you for any monies deposited with or owing by you on any account(s) in the name of the Firm provided that such cheques, drafts, notes, orders, bills, directions or receipts are signed on behalf of the Firm by Authorised Representatives in accordance with the Schedule;

(b) to accept and act on any application or request for the issue of, or any instructions regarding, any letter of credit, guarantee, indemnity or counter-indemnity and to act on any instructions regarding any other transaction or regarding any of the Firm's accounts with you if signed by Authorised Representatives on behalf of the Firm in accordance with the Schedule;

(c) to honour and comply with any orders to withdraw any or all money in any of the Firm's accounts with you and to comply with instructions to deliver, dispose of or deal with any securities, deeds, documents or other properties at any time held by you for or for the Firm's account by way of safe custody, security or otherwise, if signed by Authorised Representatives on behalf of the Firm in accordance with the Schedule;

(d) to act on any instruction to countermand or revoke any cheque, draft, bill, note or order to pay before it is effected if signed by Authorised Representatives on behalf of the Firm in accordance with the Schedule; and

(e) to rely upon and act in accordance with:-

(i) any instructions which may from time to time be, or purport to be, given by such person(s) named as an Authorised Person in your Authority and Indemnity in Respect of Electronic Instructions ("**Authority and Indemnity**"); and/or

(ii) any instructions which may from time to time be, or purport to be, given by an Authorised Representative named in the Schedule hereto;

without inquiry on your part as to the authority or identity of the person(s) giving or purporting to give such instructions or communications, PROVIDED such instructions are given in accordance with the Authority and Indemnity and/or the Schedule hereto.

The authorities to you contained in this paragraph 3 are without prejudice to your right to refuse to honour and comply with such cheques, drafts, notes, orders, bills, directions, receipts, applications, requests or instructions (i) if to do so would be likely, in your reasonable opinion, to prejudice your ability to recover any actual or contingent liability owed to you by the Firm or (ii) by reason of notice which you may have of any third party's interest in the relevant securities, deeds, documents or property. Further, I acknowledge, confirm and agree that you will not be under any obligation to make any payment to the Firm, to its order or to any other person of any monies standing to the credit of any of the Firm's accounts or to release any security or property given or deposited (whether as security or otherwise) by the Firm to or with you if such payment or release of security or property would be illegal under the laws of any jurisdiction.

4. Advances to the Firm by way of credit, discount, overdraft, loan, mortgage or otherwise and the issue of letters of credit, guarantees, indemnities or counter-indemnities by you in respect of the Firm's obligations from time to time may be arranged provided that any document relating thereto, any mortgage, charge, pledge or other security therefor and any undertaking, counter-indemnities or other documents which you may require from the Firm shall be signed by Authorised Representatives on behalf of the Firm in accordance with the Schedule.

5. (a) Any securities, valuables or other property which may be deposited with you by the Firm, whether for safe-keeping or otherwise, may be withdrawn and dealt with by the Firm; and

(b) contracts may be entered into with you and renewed or extended in the name of the Firm for the purchase or sale of, or other dealings (including, without limitation, options and swaps) in, foreign exchange, either spot or forward,

Provided that instructions to such effect are given to you in writing and any documents relating thereto which you may require are signed by Authorised Representatives in accordance with the Schedule.

6. You may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing accounts opened in the name of the Firm (whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not, whether matured or not and whether held jointly

or singly), and you may set-off or transfer any sum standing to the credit of any one or more such accounts, whether situate in Hong Kong or elsewhere in the world, in or towards satisfaction of any liabilities of the Firm to you on any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint. I agree that where such consolidation, combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be made at your spot buying rate of exchange (as conclusively determined by you, the details of which will be provided at the Firm's request) for the currency for which the Firm is liable against the currency credited to the relevant account of the Firm.

7. I authorise you to accept any property deposited with you by anyone on behalf or purportedly on behalf of the Firm as security for any advance of money, facility, accommodation or service which you may make available to the Firm or to other persons, firms or companies.
8. Authorised Representatives acting in accordance with the Schedule are authorised to agree on the Firm's behalf to such rules and execute such documents as you may prescribe from time to time for the operation of any of the Firm's accounts with you or in relation to any other products or services provided by you.
9. You may amend the terms and conditions applicable to accounts opened with you at any time, such amendments to take effect after the expiry of 30 days written notice from you giving details of such amendments (unless the amendment is not within your control).
10. I authorise you to obtain such information regarding the Firm from other persons, companies, institutions and bodies as you may consider appropriate (including enquiring with other financial institutions) PROVIDED that you first obtain my confirmation that such referee of mine has consented to his/her name being used, and, without prejudice to the Bank's Circular to Customers relating to Data Protection Policy ("**Circular**"), you are authorised to furnish other credit grantors, credit bureaux, financial institutions, my accountants, governments (including all overseas governments) and departments thereof, and quasi governmental authorities, courts and tribunals (including those of overseas countries) of competent jurisdiction including any Authority particulars of the Firm's accounts and its dealings and transactions with or through you.
11. I agree to be bound by the Circular and to the use of my personal data in the manner specified in paragraph 10 and the Circular. For the avoidance of doubt, I agree that from time to time, I may (on your request or otherwise) provide to you personal data as defined in the Personal Data (Privacy) Ordinance ("**PDPO**") and any other information. You and your affiliates are hereby authorised to use those data or information for the purposes referred to in the Circular given to me from time to time and to disclose such data or information to the persons referred to in the Circular and to your affiliates and your service providers and your regulators for the purposes referred to in the Circular. I agree that my data or information may be transferred to, and processed and used in, a place outside Hong Kong by you or any of your affiliates or your service providers. I consent to the use of any of my personal data or information by you or any of your affiliates or your service providers for the purpose of a "**matching procedure**" (as defined in the PDPO) (whether or not with a view to taking any adverse action against me). I further agree to ensure that each Authorised Representative, all individual agents and staff members who, in the course of their dealings with you, are or may be obliged to provide their personal data to the Bank have read and understood the Circular.
12. I will be wholly responsible for the repayment of advances of money made by you to the Firm and payment of all other monies and liabilities due from the Firm to you together with interest and reasonable costs, charges and expenses relating to such advances, other monies and liabilities (including reasonable legal costs for recovery of these items on a full indemnity basis) but without prejudice to your right to refuse to allow any overdraft or increase of overdraft.
13. For the avoidance of doubt Authorised Representatives are authorised on behalf of the Firm if acting as prescribed in the Schedule to sign all cheques and instruments and to do all such acts as are referred to in this Mandate. You are entitled to rely and shall be fully protected if acting on instructions signed or purporting to be signed by Authorised Representatives using signatures in the form of the specimens appearing next to their names in, and otherwise in accordance with, the Schedule.
14. Subject to any notice of change received by any of your appropriate officers you are also entitled and requested to rely upon:-
  - (a) the names of and specimen signatures for the persons whose names appear in the Schedule; and
  - (b) my correspondence address stated at the beginning of this Mandate.

15. This Mandate: -
- (a) shall be governed by, and construed according to, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the undertakings and agreements herein contained shall be enforceable against me in Hong Kong or elsewhere at your option;
  - (b) shall remain in full force notwithstanding any future change or changes in your name or constitution and shall apply notwithstanding any change in the ownership of the Firm by death, bankruptcy, retirement, disability or otherwise or the Firm becoming a partnership by admission of partners; and
  - (c) shall remain in force until you shall have acknowledged receipt of notice terminating it.
16. Within the context of this Mandate:
- (a) references to "**you**" are to include any of your successors and assigns and references to "**I**", "**me**" and "**my**" are to include the Firm and vice versa;
  - (b) words denoting the singular shall include the plural and any reference to any gender shall include a reference to the other genders and each of them;
  - (c) references to paragraphs and Schedule are references to paragraphs of and the schedule to, this Mandate; and
  - (d) the words "**herein**", "**hereof**", "**hereunder**" and words of similar import shall be construed as references to this Mandate as a whole and not to the particular provision in which the relevant reference appears.
17. In the absence of any directions to the contrary, any account in any currency now or subsequently opened in the name of the Firm shall be operated and dealt with upon the terms set out above insofar as the same may be applicable.

Signed by the Sole Proprietor

.....  
Sole Proprietor

- Note:
- (1) Any alteration must be initialled by the Sole Proprietor.
  - (2) A copy of the Business Registration Certificate certified by the Sole Proprietor or an Authorised Representative to be a true, complete and up-to-date copy should be enclosed with this Mandate.
  - (3) Each of the Sole Proprietor and the Authorised Representatives must read the attached Bank's Circular to Customers relating to Data Protection Policy.
  - (4) Each of the Sole Proprietor and individual Authorised Representatives must supply Mizuho Bank, Ltd. with a certified true copy of his/her Hong Kong Identity Card, passport or other acceptable identity document. Each Sole Proprietor and individual Authorised Representative shall also supply **Mizuho Bank, Ltd.** address proof of his/her residential address and permanent address.
  - (5) The Bank may in certain circumstances request that relevant copies referred to above be certified by a specifically designated person in order to enable it to satisfy its regulator's customer due diligence rules.

\* Delete whichever is inapplicable or amend as necessary.

## SCHEDULE

### Sole Proprietor's/Authorised Representatives' Specimen Signatures

Full Name:

Full Name:

\_\_\_\_\_  
Specimen Signature (with Firm Chop if any):

\_\_\_\_\_  
Specimen Signature (with Firm Chop if any):

Full Name:

Full Name:

\_\_\_\_\_  
Specimen Signature (with Firm Chop if any):

\_\_\_\_\_  
Specimen Signature (with Firm Chop if any):

Full Name:

Full Name:

\_\_\_\_\_  
Specimen Signature (with Firm Chop if any):

\_\_\_\_\_  
Specimen Signature (with Firm Chop if any):

**N.B. THE FIRM'S CHOP (IF ANY) MUST APPEAR ON ALL THE FIRM'S INSTRUCTIONS TO THE BANK**

*Please rule a line diagonally across all the space left blank.*

Manner of Signature (Please tick and specify as appropriate)

☐

Any one may sign

☐

Two signatures are required

☐

Others (Please specify)

Amendments or alterations to this Schedule must be signed by the Sole Proprietor.