

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

MANDATE FOR JOINT ACCOUNTS

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

Dated

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

1. We, the undersigned, retain the services of and appoint you as banker for us subject to your General Terms and Condition for Accounts, copies of which we have received and by which we agree to be bound, and any other 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. We request and authorise you to open/continue* the following account(s):

Time Deposit	<input type="checkbox"/>	(All Currencies)			
		HKD	JPY	USD	Others (Please specify)
Current Account	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	_____
		HKD	JPY	USD	Others (Please specify)
Savings Account	<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) which any of the persons referred to in the Schedule (each an "**Authorised Representative**") may subsequently request if acting in the manner prescribed in the Schedule.

3. We also authorise and request you until Authorised Representatives acting 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 our behalf, whether our account(s) be in credit or overdrawn, to comply with all directions given for or in connection with any account(s) whatsoever on our behalf for which we shall be jointly and severally liable, and to accept all receipts as a valid discharge for any monies deposited with or owing by you on any account(s) in our names provided that such cheques, drafts, notes, orders, bills, directions or receipts are signed 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 our joint accounts with you if signed by Authorised Representatives in accordance with the Schedule;

(c) to honour and comply with any orders to withdraw any or all money in any of our joint account or 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 our account by way of safe custody, security or otherwise if signed by Authorised Representatives in accordance with the Schedule;

(d) to act on any instruction to countermand or revoke any cheque, draft, bill, note or order before it is effected if signed by Authorised Representatives in accordance with the Schedule; and 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 us 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, we acknowledge, confirm and agree that you will not be under any obligation to make any payment to us, to our order or to any other person of any monies standing to the credit of our joint accounts or to release any security or property given or deposited (whether as security or otherwise) by us 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 us by way of credit, discount, overdraft, loan, mortgage or otherwise and the issue of letters of credit, guarantees, indemnities or counter-indemnities by you from time to time may be arranged on our behalf by Authorised Representatives if acting in accordance with the requirements contained in the Schedule and we shall be jointly and severally responsible for the repayment thereof with interest, costs, charges and expenses 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 us shall be signed by Authorised Representatives in accordance with the Schedule.
- 5. (a) Any securities, valuables or other property which may be deposited with you in our joint names, whether for safe-keeping or otherwise, may be withdrawn and dealt with; and
(b) contracts may be entered into with you and renewed or extended in our joint names for the purchase or sale of, or other dealings (including, without limitation, options and swaps) in foreign exchange, either spot or forward, for which we shall be jointly and severally responsible

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 acting 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 any of us (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). 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 of our liabilities 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. We 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 our request) for the currency for which any of us is liable against the currency credited to the relevant account(s).
- 7. We authorise you to accept any property deposited with you by anyone on our behalf or purportedly on our behalf as security for any advance of money, facility, accommodation or service which you may make available to us or to other persons, firms or companies.
- 8. Authorised Representatives acting in accordance with the Schedule are authorised on our behalf to agree to such rules and execute such documents as you may prescribe from time to time for the operation of any joint accounts which we may have or open 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 amendment (unless the amendment is not within the Bank's control).
10. We authorise you to obtain such information regarding any one of us from other persons, companies, institutions and bodies as you may consider appropriate (including enquiring with other financial institutions) PROVIDED that you first obtain our confirmation that such referee has consented to his/her/its 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, our 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 our joint accounts and our dealings and transactions with or through you.
11. We agree to be bound by the Circular and to the use of our personal data in the manner specified in paragraph 10 and the Circular. For the avoidance of doubt, we agree that from time to time, we 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 your Circular given to us from time to time and to disclose such data or information to the persons referred to in that Circular and to your affiliates and your service providers and your regulators for the purposes referred to in that Circular. We agree that our 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. We consent to the use of any of our 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 us). We 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 you have read and understood the Circular.
12. On the death of any one of us, you shall hold any credit balance(s) on any accounts in our joint names and the securities and property of any description held in our joint names to the order of the survivor(s) or the executors or administrators of the last survivor of us subject to any claims or objection on the part of any competent authority without prejudice to any right you may have in respect of such balances, securities or property arising out of any mortgage, lien, charge, pledge, set-off, counterclaim or otherwise whatsoever or to take any steps in legal proceedings which you may in your absolute discretion deem desirable to take in view of any claim by any person other than the survivor(s) or the executors or administrators of the last survivor of us PROVIDED HOWEVER that you may on the death of one or more of us freeze all or any of our accounts with you and/or all of any of our securities or property deposited with you and hold the same to the order of the survivor or survivors only after the relevant probate/letters of administration shall have been granted and lodged with you.

We also agree that if any one or more of us dies, instructions given to you by Authorised Representatives in the manner set out in accordance with the Schedule shall be binding upon us and each of us and our respective executors, administrators and successors and all other persons claiming from or under us if acted upon by you prior to your receipt of notice in writing of such death from some party entitled to give such notice.

13. We will be jointly and severally responsible for the repayment of advances of money made by you to us and payment of all other monies and liabilities due from us 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.
14. For the avoidance of doubt, Authorised Representatives are authorised, if acting as prescribed in the Schedule, to sign on our behalf 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.
15. 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) our correspondence address(es) stated in the first page of this Mandate.

16. 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 us 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
 - (c) shall remain in force until you shall have acknowledged receipt of notice terminating it.
17. Within the context of this Mandate:
- (a) references to "**you**" are to include any of your successors and assigns and references to "**us**" are to include all of us and any of us and "**we**" and "**our**" shall be construed accordingly;
 - (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.
18. In the absence of any directions to the contrary, any account in any currency now or subsequently opened in our joint names shall be operated and dealt with upon the terms set out above insofar as the same may be applicable.

Signed by all the parties:-

Names in full	Signatures
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.....
.....
.....
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- Note:
- Any alteration must be initialled by all the parties.
 - Each of the individual Account-holders/Authorised Representatives must read the attached Bank's Circular to Customers relating to Data Protection Policy.
 - Each individual Account-holder/Authorised Representative must supply **Mizuho Bank, Ltd.** with a certified true copy of his/her Hong Kong Identity Card, passport or other acceptable identity document. Each individual Account-holder/Authorised Representative shall also supply **Mizuho Bank, Ltd.** address proof of his/her residential address, permanent address and correspondence address. The Bank may in certain circumstances request that relevant copies 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

I. Authorised Representatives' Specimen Signatures

Full Name of Authorised Representatives

(including all account-holders)

Signature

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)

II Address (should be completed by each account holder)

Name in full :

Residential 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)

Name in full :

Residential Address :

Room Floor Block Post Code

Building Name Street Name

Post Box ^City/Town Name
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^ Mandatory fields

Note:

- (1) This Schedule must be signed by all joint account holders.
- (2) Amendments or alterations on this Schedule must be signed by all joint account holders.