

**Global Business Account Opening Form**

To: The Manager  
HSBC Bank (Mauritius) Limited – Amanah Branch

Date: .....

<b>CUSTOMER INFORMATION</b>	
Name of Company	Nature of Business/Industry
Registered No. / Identity Document Type & No.	Date & Country of Incorporation / Registration
<input type="checkbox"/> Limited Liability Company <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietorship <input type="checkbox"/> Other ..... (Please specify)	
Correspondence Address ..... ..... Telephone No..... Fax No..... Swift Address .....	Registered Address ..... ..... Telephone No..... Fax No..... Swift Address .....
Email address .....	Email address .....
Contact person .....	Business website .....
Details of present banker Bank .....	Details of Introducer:
Branch Address .....	Name .....
Country .....	Job Title .....
Account No.....	Company .....
If already banking with HSBC Group office, please provide the name of the Relationship Manager .....	Account Number .....
Relationship Manager Contact Details / Telephone number .....	Address .....
	.....
	Telephone No. ....
	Business Email Address (if any) .....
<b>ACCOUNTS REQUIREMENTS</b>	
Types of accounts required: <input type="checkbox"/> Amanah Current account <input type="checkbox"/> Amanah Term Investment (Please specify period .....	Additional mailing address (if applicable) ..... .....
Statement required: Statement frequency <input type="checkbox"/> Weekly <input type="checkbox"/> Monthly <input type="checkbox"/> Quarterly <input type="checkbox"/> Half yearly Number of copies .....	Please specify mode: <input type="checkbox"/> by post <input type="checkbox"/> by swift Swift address (if applicable) .....



**Customer Declaration:**

We have read The HSBC Bank (Mauritius) Limited (i) General Terms and Conditions, (ii) the specific Conditions for account holders for opening and operating Amanah Current account / Amanah Term Investment and the specific Conditions for Telegraphic Transfers and Demand Drafts and agree to comply with them.

We confirm having read and approved the Bank's prevailing tariff of charges, which we understand may be subject to change from time to time as advised by the Bank.

We hereby confirm that the details given are correct.

.....  
Signature

.....  
Signature

.....  
Full Name

.....  
Full Name

.....  
Signature

.....  
Signature

.....  
Full Name

.....  
Full Name

FOR BANK USE ONLY		
Preparer: _____	Recommending Officer: _____	Officer Code: _____
Nationality: _____	Country of Residence: _____	GHO Class: _____
Market Sector: _____	CB Classification Code: _____	Tariff Code: _____

**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) /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 HSBC Bank (Mauritius) Limited (the "Bank"), subject to the Bank's specific Terms and Conditions
- (b) As part of the Bank's account opening procedures, certified true copies of the Company's corporate documents and 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.

<sup>a</sup> Instructions by Facsimile ('Faxed Instructions')

- (a) The Company wishes to send faxed instructions to the Bank subject to the Bank's Terms and Conditions and agrees to provide the Bank with a duly signed Letter of Indemnity.
- (b) The Company intends to authorise its appointed signatories to send 'faxed instructions' to the Bank.

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 .....
- 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 .....
- 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 and for the granting of foreign exchange facilities, credits and the issue of guarantees by the Bank from time to time as required, or any other form of accommodation, by the Bank from time to time as required, and to sign and accept on behalf of the Company any form of security whatsoever as may be required by the Bank as security for the same.
- 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 and 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.

<sup>a</sup> Faxed Instructions

IT WAS RESOLVED THAT:

1. The use of facsimile as a means to send instructions to the Bank and the Letter of Indemnity to the Bank be approved;
2. That any .....Director(s) or any .....authorised signatories or .....be authorised to sign the Letter of Indemnity for and on behalf of the Company.

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 .....

.....  
Signature of Chairman of the Meeting

PLEASE NOTE:

- a. Please tick as appropriate.
- b. Alterations to this form must be initialed by the Chairman of the Meeting.
- c. \*Please delete whichever is not appropriate. Initial by the Chairman of Meeting is required next to the field.

**Directors authorised to sign pursuant to the Board Resolutions as above**

1.Full Name	Specimen signature
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2. Full Name	Specimen signature
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3. Full Name	Specimen signature
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**Other persons authorised to sign as above**

1. Full Name	Specimen signature
Capacity	

2. Full Name	Specimen signature
Capacity	

3. Full Name	Specimen signature
Capacity	

**The Company may require other Director(s) who is/are not authorised to operate the account(s) to sign below as the Company thinks fit:**

1.Full Name	Specimen signature
2. Full Name	Specimen signature

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)



**IMPORTANT NOTICE**

Customers should consider the possible risks inherent in the giving of instructions by facsimile. Non-original signatures on the facsimiles may be forged and instructions given by facsimile may be transmitted to wrong numbers, may never reach our Bank and may thereby become known to third parties thus losing their confidential nature. Our Bank accepts no responsibility for the occurrence of any such circumstances or for any action, claim, loss, damage or cost arising or incurred by customers as a result of or in connection with any such circumstances or the giving of any such instructions by facsimile. Customers are and continue to be solely responsible for making their own independent appraisal and assessment of any possible risks in relation to the giving of any such instructions. Accordingly, customers should not authorise our Bank to accept instructions by facsimile unless they are prepared to undertake such risks and have satisfied themselves in all respects with regard to such authorisation.

To: The Manager  
HSBC Bank (Mauritius) Limited  
6th Floor, HSBC Centre  
18 CyberCity, Ebene  
Mauritius

**LETTER OF INDEMNITY**

**Account Name:** .....  
**Account Number:** .....

In consideration of your agreeing to accept from us, notwithstanding the terms of the relevant mandate, from time to time instructions purporting to come from us in the form of facsimile not bearing an original signature ("faxed instructions") in relation to our account(s) referred to above without requiring written confirmation in respect of any faxed instruction prior to acting thereon, we confirm that:-

- (1) We are aware of the possible risks involved in connection with the giving of any faxed instruction and have taken note of, and acknowledge our understanding and agreement to, the "Important Notice" above.
- (2) You are hereby irrevocably and unconditionally authorised to act on any faxed instruction which you in your sole discretion believe emanate from us or otherwise appears to comply with the terms of the mandate for the above account(s) and you shall not be liable for acting in good faith on faxed instructions which emanate from unauthorised individuals or in any circumstances whatsoever.
- (3) In the case of any faxed instructions, your Bank may refuse to act if such instructions are not in the reasonable opinion of your Bank sufficiently clear to be read accurately and, in such event, your Bank shall be entitled not to act upon such instructions until it has established to its reasonable satisfaction the precise details of those instructions.
- (4) In particular you shall not be under any duty to verify the identity of the person or persons giving any faxed instructions purportedly made on our behalf or the authenticity of any signature on any faxed instruction.
- (5) Any transaction made (including without limitation any transfer of funds from our account(s) referred to above) or service effected (including without limitation any request for change of address, certificate of balance or stop payment of cheques) pursuant to any faxed instruction shall be binding upon us whether made with or without our authority, knowledge or consent and we shall confirm the same in writing, such confirmation in each case to be signed on our behalf in accordance with the terms of the mandate and forwarded on the business day upon which such faxed instructions are given.
- (6) We undertake to keep you indemnified at all times against, and to save you harmless from all actions, proceedings, claims, loss, damage, costs and expenses which may be brought against you or suffered or incurred by you and which shall have arisen either directly or indirectly out of or in connection with your accepting faxed instructions from us and acting thereon, whether or not the same are confirmed in writing by us.

(7) This Letter of Indemnity shall remain in force until receipt by your Bank of notice in writing from ourselves varying or purporting to vary or revoke this Letter of Indemnity signed by an authorised officer(s).  
IN WITNESS whereof this letter of indemnity has been duly executed by us this ..... day of .....

Signed by: \_\_\_\_\_ )  
for and on behalf of: \_\_\_\_\_ )  
Position: \_\_\_\_\_ )  
Full name: \_\_\_\_\_ )  
in the presence of:  
Signature of Witness: \_\_\_\_\_ )  
Full name: \_\_\_\_\_ )  
Passport/ID No: \_\_\_\_\_ )

**INTERMEDIARY CERTIFICATE**

Intermediary/Offshore Management Company (OMC):

Name: .....  
Address: .....  
.....  
.....

We enclose herewith the evidence of authority for us to act on behalf of the following named company (“the Applicant”) and we wish to apply for the opening of an account in the name of the Applicant.

Name: .....  
Address: .....  
.....  
.....

WE CERTIFY THAT in accordance with the provisions of The Financial Intelligence and Anti-Money Laundering Act 2002 and the FSC’s Code on the prevention of Money Laundering and Terrorist Financing as amended from time to time, or equivalent legislation:

1. We have verified the identity of the Applicant and its directors, ultimate beneficial owners and authorised signatories. We confirm that documentary evidence has been obtained and identity checks have been undertaken to confirm their names and addresses.
2. The underlying records of identity and original/certified copies of the documentary evidence, as required by yourselves, are attached to this certificate.
3. The Applicant is applying on its own behalf and not as nominee, trustee or in fiduciary capacity for any other entity.
4. We confirm that the \*occupation/business activities of the Applicant is/are .....
5. We are satisfied as to the source of funds being used to open the account, which is from .....
6. We are unaware of any activities of the Applicant that cause us to suspect either that the applicant is engaged in money laundering or any other form of criminal conduct.
7. We undertake to advise you of any future change in directors, beneficial owners and/or authorised signatories and in case we resign as OMC.
8. We enclose the account opening documents duly completed and confirm that the signature(s) contained therein is/are signed by the authorised representative(s) of the Applicant.

Signed: ..... Position: .....  
Full Name: ..... Date: .....

## GENERAL TERMS AND CONDITIONS

Note: Account holder shall refer to account holders where appropriate.

The following Terms and Conditions apply to accounts opened with HSBC Bank (Mauritius) Limited ("the Bank"). These include the General Terms and Conditions applicable to all accounts opened with the Bank and specific Terms and Conditions applicable to the Amanah Current Account and Amanah Term Investment. In addition, there are other specific Terms and Conditions applicable to particular types of accounts operated by the Bank. Copies of such Terms and Conditions are available upon request from any branch of the Bank (e.g. Conditions related to Telegraphic Transfers and Demand Drafts)

### GENERAL (applicable to all accounts)

(i) The relationship between the Bank and the account holder is basically that of debtor and creditor (applicable for the Amanah Current Account only). However, other relationship may arise, such as bailor and bailee when items are held in safe custody, according to the banking services provided by the Bank.

(ii) To enable the Bank to consider whether to provide the account holder with any services, the account holder is required to supply to the Bank from time to time the account holder's personal information ("Personal Data") and failure to do so may result in the Bank's inability to provide such service.

The Personal Data will be used for considering the account holder's request and subject to the Bank's agreeing to provide such service, the Personal Data and details and all information relating to transactions or dealings with the Bank will be used in connection with the provision of such service to the account holder.

The account holder acknowledges that, from time to time, the Bank may be asked to provide banker's reference to other financial institutions or other parties about the account holder and the account holder is agreeable to the Bank giving such a reference.

The HSBC Group may record, exchange, analyze and use relevant information about you and your relationships with HSBC Group (including the nature of your transactions) for credit assessment, customer service, market research, insurance and administrative purposes. This may include information provided by you, or someone acting on your behalf.

The account is confidential, but should it be necessary to disclose any particulars of same in terms of the law or of an order of a Judge or of a Court, the Bank shall have no alternative but to do so. In such a case, wherever permissible by law, the Bank shall endeavour to keep the account holder informed of same.

(iii) The account holder agrees that the Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint, or otherwise (together the "account holder's aggregate liabilities"). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time.

If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balance or credit balances of the account holder with the Bank with the account holder's aggregate liabilities.

The Bank reserves the right to employ third parties to collect any outstanding or overdue amount owned by the account holder. The account holder shall keep the Bank indemnified for costs (including legal fees) and expenses incurred in recovering such outstanding or overdue amount.

(iv) In the course of providing its services, the Bank may need to record verbal instructions received from the account holder and/or any verbal communication between the account holder and the Bank in relation to such services.

(v) The Bank reserves the right to destroy any documents relating to the account in accordance with the Bank policy.

(vi) Account statements are sent at regular intervals, unless otherwise requested or advised. Additional request for bank statements may be subject to a fee as set by the Bank from time to time. The account holder agrees to examine each statement of account received from the Bank to see if there are any errors, discrepancies, unauthorized debits or other transactions or entries arising from whatever cause, including, but without limitation, forgery, forged signature, fraud, lack of authority or negligence of the account holder or any other person.

The account holder also agrees that the statement of account shall, as between the Bank and the account holder, be conclusive evidence as to the balance shown therein and that the statement of account shall be binding upon the account holder, who shall be deemed to have agreed to waive any rights to raise objections or pursue any remedies against the Bank in respect thereof unless the account holder notifies the Bank in writing of any such Errors within 90 days after personal delivery of such statement of account to the account holder or, if posted, within the same period after the Bank has posted such statement of account.

(vii) The account holder warrants that all particulars given to the Bank (whether in an account opening form or otherwise) are, to the best of the account holder's knowledge, accurate. The account holder undertakes to notify the Bank in writing of any change of address or other pertinent particulars recorded with the Bank. All communications sent by post addressed to the last address registered with the Bank shall be deemed to have been duly delivered to the account holder. Where in the Bank's opinion communications sent to the last address registered with the Bank will fail to

reach the account holder, the Bank may in its sole discretion stop sending further communication (including without limitation account statements, debit/credit advices and other communications) to such address of the account holder. Copies of account statement and/or documents evidencing transactions performed on the account can be produced, and provided to the account holder upon request in writing subject to the Bank's handling charge.

The account holder undertakes to inform the Bank in the event of a change in beneficial ownership, directorship, shareholding or authorized signatories.

(viii) If the standing instruction (transfer of funds) based on balance is inactive for 12 consecutive months, the Bank will terminate the instruction under notification to the account holder.

(ix) The account holder understands that the Bank accepts no responsibility for any loss or delay which may occur in the transfer, transmission and/or application of funds and agrees to indemnify the Bank against any actions, proceedings, claims or demands that may arise in connection with such loss or delay.

(x) The Bank and other members of the HSBC Group are obliged to comply with laws, regulations and requests of public and regulatory authorities in various jurisdictions which relate to the prevention of financing of amongst other things, named terrorists and sanctioned persons. This may require that the Bank intercept and investigate any payment messages and other information or communications sent to or by the account holder or on the account holder's behalf via the Bank's systems and this process involves making further enquiries as to whether a name which might refer to a named or sanctioned person actually refers to that person.

The Bank reserves the right to reject any instructions or requests if in breach of financial sanctions.

(xi) The terms herein and those pertaining to any services provided by the Bank, may at the Bank's sole discretion, be changed from time to time upon giving the account holder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.

(xii) The Bank's charges, as in effect from time to time, apply to all accounts and are available upon request from any branch of the Bank.

(xiii) These Terms and Conditions shall be governed by and construed in accordance with the laws of Mauritius.

**SPECIFIC** (applicable to Amanah Current Account and Amanah Term Investment)

Amanah Current Account

This is based on the Shariah concept of Qard which in essence means that the current account is a loan to the bank, which is used by the bank for investment and other purposes and will be paid back in full to the customer on demand.

(i) A statement of account shall be issued containing information relating to account(s) held in the customer's name at the Bank and sent to the Customer on a monthly basis or otherwise as specified.

(ii) The Customer shall not allow the HSBC Amanah Account to become overdrawn except with the prior written approval of the Bank. Without prejudice to the foregoing, the Customer may be liable for a fixed administrative charge on any overdraft as determined by the Bank from time to time. The Customer shall repay any overdraft together with any fixed administrative charges immediately upon demand by the Bank.

(iii) The minimum opening (initial) deposit of an Amanah Current Account shall be determined by the Bank at its sole discretion.

(iv) The Customer gives his consent to the Bank to utilize the whole or part of the balance of the Amanah Current Account for investment purposes based on Shariah principles.

(v) Waiver of Interest Payment: No credit or debit interest will apply to an HSBC Amanah Account.

Amanah Term Investment

This is based on the Shariah principle of Commodity Murabaha which is a fixed term 'investment' involving the purchase and immediate sale of commodities (base metals) at a profit.

(i) A statement of account shall be issued containing information relating to account(s) held in the customer's name at the Bank and sent to the Customer on a monthly basis or otherwise as specified.

(ii) The minimum opening (initial) deposit of an Amanah Term Investment shall be determined by the Bank at its sole discretion.

(iii) The profit rate will vary depending on the type of commodities and investment term and will be agreed between the Bank and the Customer. Payment of profit in respect of the Amanah Term Investment shall be made on the maturity date.

(iv) The Customer consents to the Bank to utilize the whole or part of the balance of the Amanah Term Investment for investment purposes based on Shariah principles.

(v) No portion of the investment placed on the Amanah Term Investment can be withdrawn

(vi) Waiver of Interest Payment: No credit or debit interest will apply to an HSBC Amanah Account