



ACCOUNT OPENING FORM AND MANDATE

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A. Account Details

Account(s) Name: _____

Details of Accounts to be opened

Type of Account chosen	Type of Currency chosen #	For Bank Use Only
1. Current/checking <input type="checkbox"/>	_____	Customer Identification Number
2. Savings <input type="checkbox"/>	_____	
3. _____	_____	
4. _____	_____	
5. _____	_____	
6. _____	_____	

B. Details of Applicant

Name of Company: _____

In Chinese(if applicable): _____

Certificate of Incorporation/Registration Number: _____

Commercial License No (if applicable): _____

Jurisdiction, Country and Date of Incorporation: _____

Registered Address: _____

Mailing Address (if different from registered address): _____

Office Tel.: _____ Mobile ,(if any): _____

Facsimile No.: _____ Email: _____

Nature of Business: _____

MANDATE

To: **AGRICULTURAL BANK OF CHINA (DUBAI BRANCH) (THE “BANK”)**

COMPANY NAME: _____(the “Company”)

RESOLUTIONS

We certify that the following resolutions have been passed by the duly authorised officers of the Company in accordance with the Company’s Memorandum and Articles of Association / Constitution and By-Laws, and are in accordance with the constitutive documents of the Company or (where applicable) relevant trust requirements (after disclosure of any interest of our directors having been duly made in accordance with such constitutive documents or (where applicable) relevant trust requirements):

Resolved:

1. That an account or accounts (the “**Account**”) in respect of any or all services offered by AGRICULTURAL BANK OF CHINA (DUBAI BRANCH) (the “**Bank**”) be opened with you, in accordance with Account Terms and Conditions (the “**Account Terms**”) or Terms and Conditions for Banking and Trade Finance Facilities, as amended and supplemented from time to time by the Bank (collectively the “**General Terms**”).
2. That this Account Opening Form and the General Terms were considered and that they be accepted as part of our agreement with you for our Account or any matters stated therein.
3. That the Bank be instructed to honour all cheques, bills accepted, promissory notes or other orders which may be drawn or made or receipts for monies owing by you to us which may be signed on our behalf and to debit the same to any Account whether such account be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit and honour all our written instructions as described below, provided they are signed (or sealed and delivered if so required by you) by such number of signatories as from time to time authorized pursuant to this mandate (collectively the “**Authorized Signatories**” and individually the “**Authorized Signatory**”). For such purpose, such number of Authorized Signatories is hereby authorized to approve and affix our common seal to any document which he or they may deem fit in connection with such written instructions.
4. That our instructions as referred to in paragraph 3 above (the “**Instructions**”) cover or include: the opening, operation and closing of any Account and any changes in signing requirements and appointment or replacement of Authorized Signatories; the issue of any cheques, drafts or monetary instruments; any foreign exchange and interest rate transactions; the sale, purchase, safe custody or withdrawal of any of our properties, securities or other assets whether held as security or for safe custody; the giving of any guarantees, indemnities or counter-indemnities to you; the issue of indemnities, guarantees, bonds, performance bonds, letters of credit, standby letters of credit or other forms of undertaking by you or your branch or correspondent abroad; the arrangement and acceptance of credits, loans, advances, overdrafts, trade financing or other banking facilities or present or future products or services from you to us or any third party; and the mortgage, charge, pledge, assignment, hypothecation or creation of any lien or other security interest of or over any Account, or all or any of our assets including goodwill and uncalled capital in your favour securing any of our or any third party’s liabilities to you.
5. That the Bank be furnished with a true and up-to-date copy of our Memorandum and Articles of Association/ Constitution and By-Laws and with copies of any amending resolutions or special resolutions that may from time to time be passed.
6. That these resolutions be communicated to the Bank and remain in force until an amending resolution shall be passed by the board of directors or similar authority and a copy thereof certified by any one of our directors or secretary/chairman shall be communicated to you.

We further certify that the Appendix contains a true and correct list of our current Authorized Signatories.

We enclose a true and up-to-date certified copy of each of the following:

- (a) our Memorandum and Articles of Association / Constitution and By-Laws;
- (b) our Certificate of Incorporation / Registration or Exemption;
- (c) our Commercial License;
- (d) a certified copy of the corporate resolution referred to above;
- (e) a passport copy copy of each of individual shareholders and a copy of certificate of incorporation / registration of corporate shareholders with not less than 5% ownership;
- (f) a passport copy / Emirates ID copy of each of our directors and Authorized Signatories; and
- (g) such other documents, references and certificates as the Bank may require from time to time.

DECLARATION AND ACKNOWLEDGMENT TO AGRICULTURAL BANK OF CHINA (DUBAI BRANCH) (THE “BANK”):

1. Agreement

We confirm our request for the Bank to open Account(s) in accordance with the particulars given above and subject to the following terms and the General Terms, a copy of which we have received and agreed.

We declare that we as well as persons or companies directly related to us are not or have not been entrusted with prominent public functions.

We warrant and represent that all particulars notified to the Bank (whether in this Account Opening Form or otherwise) are, to the best of our knowledge and belief, accurate. We also warrant and represent that no persons other than those who have signed this Account Opening Form have any interest in the Account.

We must notify the Bank in writing of any change of style of signature(s), address(es) or other information recorded with the Bank. Any change in such particulars will be of no effect unless notified in writing to and recorded by the Bank. Any notice, Account statement or correspondence sent to our latest communication address notified to the Bank shall be deemed to be received by us three (3) days from the date of posting.

2. Communication through Electronic Means

By providing our e-mail address(es) and mobile phone number(s) under this section, we agree to receive electronic communications from the Bank on the following terms:

Name of contact person: _____

Official E-mail Address: _____ Tel/Mobile: _____

Name of contact person: _____

Official E-mail Address: _____ Tel/Mobile: _____

2.1 The use of electronic communications by public communication systems is inherently insecure. Unauthorized third parties may intercept these communications. They may be corrupted during transmission, which would affect their accuracy or timeliness. Communications may even be lost in transmission such that communications never occur.

- 2.2 The Bank has taken certain steps to provide a secure environment for communication of our personal information via e-mail. However, due to the nature of the internet, we understand and agree that the Bank cannot guarantee the confidentiality of such information. We hereby agree and acknowledge that any communication exchanged by the Bank and us via the internet, short message system or any other publicly available communication system, including information on our Account (including any deposits held with, any funds under management by, and safe custody arrangements made by us with, the Bank) could be accessed by third parties in the course of such communication. We agree and acknowledge that the Bank accepts no liability for the security and confidentiality of such information outside the Bank’s own internal system, for any delay or error in any information sent to us, for system performance, or for any damage to our computer or software as a result of any electronic communication with us. We further agree that actions taken in accordance with this instruction will not constitute a violation of any applicable secrecy or personal data protection rules, and we expressly understand and agree that the Bank may use, share, process and store our information in accordance with the General Terms.
- 2.3 For the avoidance of doubt, we hereby agree that unless otherwise agreed between us, the Bank is not obliged to accept or carry out any instruction received through electronic mail, short message system or any other means of electronic communication.

3. Consent to Disclosure

We agree that the Bank may disclose, without the need for further consent or approval from us or notification to us, details regarding us, our account information and/or our use of any services provided by the Bank (including where applicable, information in relation to our beneficial owners) to any person where reasonably necessary in line with the Account Terms.

4. Compliance with Laws

We acknowledge that we are solely responsible for, and that the Bank has no any responsibility for, our compliance with any laws, regulations or rules applicable to our use of the Bank’s services including any laws, regulations or rules, in our or any other jurisdiction, relating to tax, foreign exchange and capital control and for reporting or filing requirements that may apply as a result of our country of citizenship, domicile, residence or tax-paying status.

We hereby provide our written consent for the issuance of a credit information report by Al Etihad Credit Bureau (“**Etihad Bureau**”). We further agree for the Bank to share a copy of this consent with the Etihad Bureau.

Agreed to this form, acknowledged and signed as follows by:

_____	_____
Name:	Name:
Title:	Title:
Date:	Date:

_____	_____
Signature(s) witnessed by: _____	Signature(s) witnessed by: _____

Note:

1. Please complete in block letters.
2. Please tick where applicable.
3. # The currencies available to be chosen are: Renminbi/UAE Dirham/United States Dollars/Hong Kong Dollars//Euro: _____ Other: _____
4. Please delete whichever is not appropriate.
5. Any alterations in or amendments to this form must be initialized by the Chairman/Director who has/have signed above or their authorized representative.

IMPORTANT NOTICE: The Company's Account Opening Form, this Mandate, Account Amendment Application (Form1,Form2,Form3), the Account Terms and Conditions, the Terms and Conditions for Banking and Trade Finance Facilities form part of the agreement between the Bank and the Company. Please ensure that you have read these documents carefully before signing this document.

Appendix 1. Specimen signature of authorized signatories(1/2)

**To: AGRICULTURAL BANK OF CHINA
(DUBAI BRANCH)**

ACC. NO.
ACC. NO.
ACC. NO.

Account Name:	
Address:	
Contact person:	Tel: Fax:
Signature(s) as follows:	Date:
1	2
3	4
Name of signature(s):	Instructions:
1.	
2.	
3.	
4.	

Authorized Signatories

Date:

Notes: valid till a new one is received by the Bank in due course.

For bank use only	Operations Manager
Teller:	
Verify:	
Approval:	

Appendix 1. Specimen signature of authorized signatories(2/2)

**To: AGRICULTURAL BANK OF CHINA
(DUBAI BRANCH)**

ACC. NO.
ACC. NO.
ACC. NO.

Account Name:	
Address:	
Contact person:	Tel: Fax:
Signature(s) as follows:	Date:
1	2
3	4
Name of signature(s):	Instructions:
1.	
2.	
3.	
4.	

 Authorised Signatories
 Date:

For bank use only	Operations Manager
Teller:	
Verify:	
Approval:	

Notes: valid till a new one is received by the Bank in due course.