

Date \_\_\_\_\_

I/we, the undersigned, hereby agree with **Vivier and Company Limited**, its successors in title and assigns, ("Vivier & Co") of Suite 2d, 43 High Street, Auckland 1010, New Zealand as follows:

- 1 that Vivier & Co shall \_\_\_\_\_\* as my/our financiers;
- 2 that the relationship between Vivier & Co and me/us shall be regulated by Vivier & Co's General Terms and Conditions, receipt of which I/we hereby acknowledge;
- 3 that although documents may be translated as a courtesy to customers, the English version shall always prevail;
- 4 that Vivier & Co may from time to time add to or vary its General Terms and Conditions to which, provided they are notified in writing to me/us by Vivier & Co or appear on Vivier & Co's official website, I/we shall be bound;
- 5 that I/we shall give to Vivier & Co specimen signatures and such other evidence of identity and authority as Vivier & Co may require;
- 6 that I/we shall indemnify Vivier & Co against any loss or expense which Vivier & Co may suffer or sustain in compliance with the terms and conditions of this mandate and absolve Vivier & Co from all liability for loss or damage which I/we may sustain due to Vivier & Co acting in relation to the terms and conditions of this mandate;
- 7 that Vivier & Co may disclose to my/our accountants and duly authorised state, legal or financial authority henceforth such information held as they may request or Vivier & Co may be obliged by law or legal duty to divulge;
- 8 that I/we shall promptly advise Vivier & Co of any mistake, discrepancy or any other error whatsoever in all statements, documents, confirmations and advices from Vivier & Co;
- 9 that Vivier & Co may act upon any order or instruction given and any agreement or arrangement made in accordance with this mandate without enquiry as to the circumstances in which it is given or made or as to the disposition of any proceeds;
- 10 that nothing in the arrangements between Vivier & Co and me/us shall be treated as constituting any other implied agreement restricting or negating any lien, charge, pledge, right of set-off or other right that Vivier & Co has currently and expressly agreed or that may be implied by law;
- 11 that I/we shall sign any documents from time to time required by Vivier & Co relating to:
  - 11.1 any advances to us by or any of our liabilities to Vivier & Co;
  - 11.2 instructions given by or for us to Vivier & Co by electronic or similar means;
- 12 that Vivier & Co shall cancel any existing mandates in force at the date hereof relating to my/our accounts, provided that all previous authorities, instructions, instruments and transactions authenticated in accordance with such mandates shall have effect as between Vivier & Co and myself as though this mandate had never been issued;
- 13 that, in the absence of contrary written instructions signed by me/us with agreement of Vivier & Co, these conditions shall apply to each and every account of whatever nature now or subsequently opened by Vivier & Co on my/our behalf;
- 14 that I/we shall hereafter give prompt written notice to Vivier & Co of any current or potential material change to my/our financial or any other circumstances that may affect my/our ability to comply with the 'General Terms and Conditions' and this mandate or that may be of relevance to any current, continuing or future services to me/us by Vivier & Co;
- 15 that this mandate shall remain in force until a valid written amendment shall have been received by Vivier & Co.

Accordingly, I/we, the undersigned, hereby request and authorise Vivier & Co:

- 1 to \_\_\_\_\_\* an account or accounts in my/our name(s);
- 2 to pay on and debit to my/our account or accounts, whether becoming in credit or overdrawn as a consequence, all cheques, drafts or other orders or receipts for money signed, bills of exchange and promissory notes expressed to be drawn, signed, accepted, endorsed or made by me/us, without prejudice to Vivier & Co's right to refuse to allow any overdraft or increase in overdraft beyond any specified limit from time to time;
- 3 to honour and comply with my/our orders to withdraw any or all money on my/our account and instructions to deliver, dispose of or deal with any securities, deeds or documents or other property whatsoever from time to time in the possession of Vivier & Co for my/our account whether by way of security, safe custody or otherwise;
- 4 to act on my/our instructions with regard to the purchase, sale of or other dealings in any foreign exchange, securities and/or interest rates including without limitation: currency and interest rate swaps, caps and floors, forward rate agreements, spot and forward foreign exchange contracts and options on any such transactions; and
- 5 to accept any legally procured and executed document signed by me/us creating or evidencing any charge, mortgage or pledge over, or in respect of, any securities, deeds, documents or other property whatsoever from time to time in the possession of Vivier & Co for my/our account whether by way of security, safe custody or otherwise

PROVIDED THAT any such documents are signed by\*:

\_\_\_\_\_  
(eg the account holder solely or any two other authorised signatories jointly)

For and on behalf of

\_\_\_\_\_  
**Account Name**

\_\_\_\_\_  
**Signature of authorised signatory**

\_\_\_\_\_  
**Signature of authorised signatory**

<p><b>Type of account(s) required*:</b></p> <input type="checkbox"/> Current Account <input type="checkbox"/> Notice Account – 6 Months <input type="checkbox"/> Notice Account – 12 Months	<input type="checkbox"/> Notice Account – 24 Months <input type="checkbox"/> Notice Account – 36 Months <input type="checkbox"/> Notice Account – 48 Months <input type="checkbox"/> Notice Account – 60 Months
<p><b>All interest earned on this account should be (please tick one box only)*</b></p> <input type="checkbox"/> Reinvested in the same Vivier & Co account <input type="checkbox"/> Transferred to my Vivier & Co current account <input type="checkbox"/> Sent to me by cheque or draft in the currency of my deposit <input type="checkbox"/> Transferred to the following account:  Bank Name: _____ Branch Address: _____ SWIFT: _____ IBAN/BSB: _____ Account name: _____ Account no: _____	<p><b>All correspondence relating to this account should be*:</b></p> <input type="checkbox"/> held by Vivier & Co at its offices or <input type="checkbox"/> sent to the following address:  _____ or to such other address as notified to Vivier & Co from time to time in writing
<p>The interest rates published by Vivier &amp; Co apply from the date a client opens an account and selects or changes the notice period. Vivier &amp; Co may change the rate subject to the same notice period but repay without notice, in whole or in part, at any time. Early withdrawal, except following a client's death, will result in a loss of interest approximating to <math>P \times R \times (O-A) \div O</math>, where P = principal sum, R = interest rate, O = original notice period and A = actual notice period.</p>	

AUTHORISED SIGNATORIES			bank use
Name and Position	Signature	S/J <sup>†</sup>	KYC

Please initial any alterations; \*please complete as applicable; †single (S) / joint account (J)