VIVIER & CO

CORPORATE ACCOUNT MANDATE

At a meeting of the Board of Directors of:

Date _____

_____

(the "Company") held on the above date, IT WAS RESOLVED:

1 that **Vivier and Company Limited,** its successors in title and assigns, ("Vivier & Co") shall act/continue to act* as our bankers;
2 that the relationship between Vivier & Co and us shall be regulated by Vivier & Co's General Terms and Conditions, receipt of which 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 us by Vivier & Co or appear on Vivier & Co's official website, we shall be bound;
5 that each instruction, order, authority or request given or made by us shall include an instruction, order, authority or request given or made by the person(s) whose name(s) and specimen signature(s) is/are set out below or by our personal representative(s) or by any other person whom we have authorised to act on our behalf in accordance with applicable law or with the prior agreement of Vivier & Co;
6 that the expressions "Director(s)", "Secretary" and "authorised signatory(ies)" shall be construed as such positions for the time being of of the Company, "Director(s)" shall include alternate director(s) and "Secretary" shall include any joint, assistant or temporary secretary;
7 that in relation to such signatories, we shall provide Vivier & Co with specimen signatures and such other evidence of identity and authority as Vivier & Co may require;
8 that, as a result of Vivier & Co acting in accordance with this mandate, we shall:
  8.1 indemnify Vivier & Co against any loss or expense which Vivier & Co may suffer or sustain; and
  8.2 absolve Vivier & Co from all liability for loss or damage which we may sustain;
9 that Vivier & Co may disclose to our accountants and duly authorized state, legal or financial authority such information held as they may request or Vivier & Co may be obliged by law or legal duty to divulge;
10 that we shall promptly advise Vivier & Co of any mistake, discrepancy or any other error in all statements, documents, confirmations and advices from Vivier & Co;
11 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;
12 that nothing in the arrangements between Vivier & Co and us shall be treated as constituting an 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;
13 that we shall sign any documents from time to time required by Vivier & Co relating to:
  13.1 any advances to us or any of our liabilities to Vivier & Co;
  13.2 instructions given by or for us to Vivier & Co by electronic or similar means;
14 that Vivier & Co shall cancel any existing mandates in force at the date hereof relating to our account(s), provided that all previous authorities, instructions, instruments and transactions authenticated in accordance with such mandates shall have effect as between Vivier & Co and ourselves as though this mandate had never been issued;
15 that, in the absence of contrary written instructions signed by us with the agreement of Vivier & Co, these conditions shall apply to each and every account of whatever nature now or subsequently opened by Vivier & Co on our behalf; and
16 that we shall hereafter give prompt written notice to Vivier & Co of any current or potential material change to our financial or any other circumstances that may affect 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 us by Vivier & Co; and
17 that this mandate shall remain in force until a valid, written amendment shall have been accepted by Vivier & Co.

Accordingly, we hereby request and authorise Vivier & Co:

1 to open/continue* account(s) in our name(s);
2 to pay on and debit to our account(s), whether or 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 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 our orders to withdraw any or all money on our account(s) 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 our account(s) whether by way of security, safe custody or otherwise;
4 to honour and comply with the orders of any person properly authorized to operate our account, with the exception of giving notice for partial/total withdrawal or closure;
5 to act on 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
6 to accept any legally procured and executed document signed by 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 our account(s) whether by way of security, safe custody or otherwise

PROVIDED THAT any such documents are signed by*:

_____

(eg any director solely or any two other authorised signatories jointly)

For and on behalf of

_____

The Company

_____

Signature of authorised signatory

_____

Signature of authorised signatory

*Type of account(s) required** ☐ Current Account ☐ Rolling Notice Deposit ☐ Fixed Term Deposit ☐ Monthly Savings Deposit

Deposit term:*

☐ 6 Months
☐ 12 Months
☐ 24 Months
☐ 36 Months
☐ 48 Months
☐ 60 Months

*All interest earned on this account should be (please tick one box only)**

☐ reinvested in the same Vivier & Co account
☐ transferred to our Vivier & Co current account
☐ transferred to the following account:

Bank Name: _____

Branch Address: _____

SWIFT: _____ IBAN/BSB: _____

Account name: _____ Account no: _____

All correspondence relating to this account should be:*

☐ held by Vivier & Co at its offices; or
☐ sent to the following address:

_____

_____

_____

or to such other address as notified to Vivier & Co from time to time in writing.

The interest rates published by Vivier & Co apply from the date a client opens an account and selects or changes the notice period. Vivier & Co may change the rate at the end of each notice period and/or repay without notice, in whole or in part, at any time. Early withdrawal, where permitted, will result in a loss of interest approximating to P x R x (O-A) ÷ O, where P = principal sum, R = interest rate, O = original notice period and A = actual notice period.

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

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

June 2019