

## TREASURY DEALING MANDATE

Date .....

Dear Business Partner,

### PURPOSE

Thank you for your interest in ABC Banking Corporation Ltd (the "bank") and your wish to carry out your treasury transactions with us. This dealing mandate lists down the terms and conditions of dealing in treasury products with the bank. Our aim is to offer you a seamless and easeful trading experience with us.

### DEALING MEDIUM

The bank acknowledges that you and any other authorised person(s) from your company will give us instructions and notifications confirming the details of the concluded treasury transaction(s) by a mutually agreed medium, whether it is via telephonic conversation, fax, e-mail or any other electronic medium.

### AUTHORISED DEALERS OF THE BANK

We hereby notify you that the following persons are allowed to receive such instructions and notifications on behalf of the bank:

Title	First Name	Last Name	Tel	Email
Ms.	Niticha	Ramessur-Pydannah	206 8006	treasury@abcbanking.mu
Ms.	Souhetty	Appalasami	206 8024	
Mr.	Juneid Irfaan	Ausgur	206 8015	
Mr.	Shamkiran	Seebaluck	206 8024	
Mr.	Vijesh	Ramkhelawon	206 8007	
Mr.	Abdullah	Nurmahomed	206 8017	

Any change to the authorized dealers' list will be promptly communicated to you.

### DEAL RE-CONFIRMATION

To protect your interests, we undertake to re-confirm the details of the treasury transaction(s) first telephonically and thereafter send the deal confirmation by email on your provided email address. However, our failure to send the email or your failure to confirm by a reply mail will not in any way impair or negate the validity and enforceability of the agreed treasury transaction(s).

The terms and conditions contained in the Schedule 1 attached hereto shall apply to any and all treasury transaction(s) carried out by you and once accepted, shall be a binding agreement between the bank and yourself in connection with such treasury transactions.

Kindly confirm your acceptance to our terms and conditions of business set forth in the Schedule and confirm your agreement to carry out treasury transaction(s) with us by signing the acknowledgement and acceptance form below and returning the duplicate of this letter to us.

Please do not hesitate to contact the undersigned if you need any clarifications on 206 8000.

Yours faithfully,

.....  
**MR YASHOD UMANEE**

General Manager  
ABC Banking Corporation Ltd

.....  
**MR ABDULLAH NURMAHOMED**

Head of Treasury  
ABC Banking Corporation Ltd

**FORM OF ACKNOWLEDGEMENT AND ACCEPTANCE OF TREASURY TRANSACTIONS**

I/We, the undersigned, on behalf of ..... are aware of the volatile and unpredictable nature of markets, and that the analysis of the dealers may be subjective and reflect their personal opinions. I/We agree to make our own independent assessments before confirming any deals. ABC Banking Corporation Ltd (the "bank") cannot be held responsible in the event of any loss resulting directly or indirectly from a deal/transaction.

I/We hereby acknowledge to abide by the following procedures for disputed transactions; by first trying to amicably resolve the situation and in the event, we are unable to honour the deals concluded, the transaction will be reversed at the prevailing market rate of the day (as per the bank's website), with the resulting additional cost, if any, borne by me/us.

My/Our failure to deliver the relevant amount of money at the due date of any transaction may lead to interest charges at applicable rates as determined by the bank.

I/We agree to notify the bank of any change in signatories.

I/We are aware that the bank is required to retain recorded phone conversations and that such recordings may be used as proof of transaction(s) and where necessary, be provided to any competent Court of Mauritius in matters of disagreement.

I/We hereby further authorise you to accept and give effect to instructions from the below Authorised Person(s) in respect of any treasury transactions. I/We confirm and agree that any telephonic instructions given/received by the Authorised Person(s) will be valid and binding and thus enforceable . Furthermore, any treasury transaction(s) concluded telephonically between you and us, acting through our Authorised Person(s), will be irrevocable and binding.

Title	First Name	Last Name	Position	Tel		E-mail
				Office	Mobile	
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I/We hereby acknowledge receipt of this letter. I/We have read and fully understand the Treasury Transactions ("terms and conditions") set out herein and agree to them in full. I/We confirm that we have had the opportunity to seek independent advice on the content of this letter. On behalf of ..... I/we hereby confirm our acceptance to the terms and conditions of business for treasury transactions set out in the Schedule 1 and confirm the agreement to carry out treasury transactions with ABC Banking Corporation Ltd.

Signature



Signature

Customer Name  
.....

Date .....

Customer Name  
.....

Date .....

# Schedule 1

## TREASURY TRANSACTIONS – TERMS AND CONDITIONS

1. The Customer authorises ABC Banking Corporation Ltd (the “bank”) to accept instructions from its Authorised Person(s) in respect of any treasury transactions.
2. The Customer confirms and agrees that any telephonic instructions given by the Authorised Persons(s) to the bank will be valid and binding and thus enforceable against the Customer. Furthermore, any treasury transaction concluded telephonically between the bank and the Customer, acting through the Authorised Person(s), will be valid and enforceable against the Customer.
3. The bank may record the conclusion of any treasury transaction, as well as any instruction given by the Customer or its Authorised Person(s), over a telephone. The Customer thus (i) consents to the recording of telephone conversations between itself and any relevant personnel of the bank in connection with any potential treasury transaction, (ii) agrees to obtain any necessary consent of, and give any necessary notice of such recording to, its Authorised Person(s) or other relevant personnel and (iii) agrees, to the extent permitted by applicable law, that such recordings of conversations may be submitted in evidence in any proceedings, legal or otherwise.
4. The Customer shall, and procure that the Authorised Person(s) shall, exercise due care whilst issuing instructions. The Customer further authorises the bank to give effect to any such instructions which purport to originate from the Authorised Person(s).
5. The bank will make all reasonable efforts to verify the identity of the caller before going ahead with a treasury transaction, or giving effect to an institution(s), but the bank has no way of positively identifying the voices of the Authorised Person(s). In these circumstances the bank or any of its staff shall not be held liable for any loss, whether direct or indirect, arising from or on reliance on an instruction from any unauthorised individual managing to conclude a treasury transaction with the bank. The Customer shall be responsible for ensuring that anyone dealing on its behalf will be properly authorised to do so. The Customer shall ensure that all Authorised Person(s) will be informed that their dealings with the bank are considered to be legally binding on the Customer.
6. The bank may refuse to act upon any instructions, if (i) the bank has reasons to believe that such instructions did not originate from any of the Authorised Person(s), (ii) the instructions have not been given in accordance with the Customer’s mandate, and (iii) the bank believes that in carrying out the instructions, a law, regulation, code or other duty or obligation may be breached, (iv) or for any other reasons.
7. The Customer shall indemnify and hold the bank harmless against all losses, claims, costs, expenses, actions, proceedings or demands for damages incurred by, sustained by or instituted against the bank of whatever nature and howsoever arising, whether out of or in connection with the bank having concluded one or more treasury transaction(s) with the Customer or the bank acting on the Customer’s instructions.
8. The Customer shall give the bank **fifteen (15) calendar days** prior written notice of any change to the Authorised Person(s) and provide necessary due diligence documents as appropriate.
9. The Customer undertakes to renew the mandate at least every twelve (12) months from the date hereof or sooner in the event that there is a change with respect to the Authorised Person(s) (or their respective limits), however should the Customer fail to so renew the mandate, it shall be deemed that the mandate, as varied from time to time, shall be and remain effective and valid and binding on the Customer.
10. The Customer shall abide by all the requirements of this mandate and all applicable regulatory including money laundering requirements (Banking laws, FIAMLA Act 2004 etc.).
11. If any provision of this terms and conditions is held invalid by a Court of law, the remaining provisions shall remain in full force and effect.
12. These terms and conditions shall/ may be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.
13. These terms and conditions shall be governed by and construed in accordance with Mauritius law and the customer submits to the exclusive jurisdiction of the Mauritian courts to settle any dispute arising out of or in connection with these Terms and conditions.

**“Read and approved” to be written in signatory’s  
handwriting on the below line.**

**“Read and approved” to be written in signatory’s  
handwriting on the below line.**

.....

.....

Signature



Signature



Customer Name  
.....

Customer Name  
.....

Date .....

Date .....