

## TREASURY DEALING MANDATE

### PURPOSE

This dealing mandate is governed by the terms and conditions of dealing in treasury products with ABC Banking Corporation Ltd (the “bank”).

### 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.

### ACKNOWLEDGEMENT AND ACCEPTANCE OF TREASURY TRANSACTIONS

I/We hereby further authorize 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 and/or by any other medium, acting through our Authorised Person(s), will be irrevocable and unconditional.

TITLE	FIRST NAME	LAST NAME	POSITION	TELEPHONE		E-MAIL
				OFFICE	MOBILE	

I/We further acknowledge receipt of this dealing mandate and confirm having read and fully understand the Treasury Transactions (“terms and conditions”) set out herein and agree to be bound by them. I/We confirm that we have had the opportunity to seek any independent advice or guidance deemed necessary and appropriate. On behalf of ..... I/we hereby confirm our acceptance to the Treasury Transactions -Terms and Conditions and our consent to carry out treasury transactions with ABC Banking Corporation Ltd. I/We undertake to notify the bank immediately about any change in the above signatories and any failure to notify any change thereof shall be construed and deemed as if the Authorised Person(s) are duly empowered and authorized to act on your behalf.

Signature

Name

Date

Signature

Name

Date

# TREASURY TRANSACTIONS – TERMS AND CONDITIONS

## DEAL RE-CONFIRMATION

1) The terms and conditions contained in this Document shall apply to all treasury products carried out by all customers dealing with treasury transactions and once accepted, shall be a binding agreement between ABC Banking Corporation Ltd (the “bank”) and the Customer in connection with such treasury transactions.

2) To protect your interests, we shall re-confirm the details of the treasury transaction(s) first telephonically and thereafter send the deal confirmation by email on your registered email address. However, any 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).

3) The Customer authorises the bank to accept instructions from its Authorised Person(s) in respect of any treasury transactions.

4) The Customer confirms and agrees that any telephonic instructions given by the Authorised Person(s) to the bank will be valid and binding and enforceable against the Customer. Furthermore, any treasury transaction and instruction concluded telephonically and/or by any medium, between the bank and the Customer, acting through the Authorised Person(s), will be legal and enforceable against the Customer.

5) The bank acknowledges that you and any other Authorized Person(s) can 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.

6) 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 or concluded treasury transaction, (ii) agrees to obtain any necessary consent thereof, 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 in matters of any dispute and/ or disagreement.

7) 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).

8) 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 instruction(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 personnel 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.

9) 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), or due to hacking (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.

10) 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 or yet to arise, 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.

11) The Customer shall give the bank fifteen (15) calendar days prior written notice of any change in the Authorised Person(s) and provide necessary due diligence documents as deemed necessary and appropriate. Any failure to notify any change thereof shall be construed and deemed as if the Authorised Person(s) are duly empowered and authorized to act on behalf of the Customer.

12) The Customer will notify the bank immediately regarding any change in signatories.

13) The Customer undertakes to renew the mandate at least every twelve 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, valid and binding on the Customer.

14) The Customer shall abide by all the requirements of this mandate and all applicable legislative and regulatory requirements, including money laundering (Banking laws, FIAMLA Act 2002 etc.).

15) 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.

16) These terms and conditions can be executed in one or more counterparts and all such counterparts shall constitute one and the same instrument.

17) The customer understands that the final transaction price of any open orders will be inclusive of a markup, which represents foreign exchange and other risks involved in the transaction.

18) The customer acknowledges that prices quoted for transactions that are the same or similar can differ due to the market and foreign exchange volatility.

19) The customer declares that he shall seek any independent advice, or guidance, including financial or professional, as deemed necessary and appropriate before performing any treasury product-transaction.

20) These terms and conditions shall be governed by and construed in accordance with the Laws of Mauritius and the Customer submits to the exclusive jurisdiction of the Mauritian courts to settle any dispute.

## PROCEDURES FOR DISPUTED TRANSACTIONS

21) Try to amicably resolve the situation and in the event, we are unable to honor the concluded deal(s)/transaction(s), the transaction will be reversed at the prevailing market rate of the day (as per the rate displayed on the bank’s website), including if any, resulting additional cost and accessories, to be borne by you and/or us.

22) In the event that any treasury deal/ transaction has not been concluded as agreed on the due date, the Customer agrees to be bound by any resulting interest rate changes/ adjustments, costs and accessories.

Kindly confirm your acceptance to our terms and conditions of business set above in the Schedule and confirm your agreement to carry out treasury transaction(s) with us by signing below and return the duplicate to us.

**“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.**

Name

Date

Name

Date