

ACCOUNT MANDATE - LIMITED PARTNERSHIP FUND 普通合伙人基金

Name of the Fund 基金名稱: _____

Name of the General Partner* 普通合夥人名稱: _____

The General Partner is hereinafter referred to as the **"Company"**.
普通合夥人下稱「本公司」。

To: **DBS BANK (HONG KONG) LIMITED**

(the **"Bank"**, which expression shall include its successors and assigns)

致: 星展銀行(香港)有限公司

(下稱「貴銀行」, 「貴銀行」一詞應包括貴銀行的繼承人及受讓人)

CERTIFIED COPY OF RESOLUTIONS

董事會決議之核證副本

At a Meeting of the Directors of the Company duly convened and held on the date, as indicated below, at which a quorum was present and acting throughout, the following resolutions, which shall constitute the mandate of the Company to the Bank (hereinafter this "Mandate"), were passed and are now in full force and effect:

(「本公司」) 已於以下所示日期適當地召開及舉行董事會, 是次董事會由始至終具有法定人數出席及行事, 並通過下列構成本公司對貴銀行之授權的決議(下稱「授權書」)。該等決議現正具十足效力及作用:

It is noted that 知悉:

[(a) the Company is the general partner of the Fund 公司是基金的普通合夥人;

(b) the limited partnership agreement of the Fund dated _____ (the **"LPA"**) confers upon the Company, as general partner of the Fund, broad power to manage the affairs and conduct the business of the Fund 基金于 _____ (日期) 簽訂的有限合夥協議賦予公司權利以基金普通合夥人的身份管理基金日常事務;

(c) the Company as general partner of the Fund is authorised to act on behalf of, and to bind, the Fund, and 公司以基金普通合夥人的身份被賦權代表並約束基金, 並且;

(d) all references in these resolutions to things being done by the Company shall be construed as references to things being done by the Company on behalf of the Fund in its capacity as general partner of the Fund. 本決議凡提及公司行事, 均應被詮釋為公司以基金普通合夥人的身份代表基金行事。]**

OR 或

[(a) the General Partner is the general partner of the Fund and the Company is the general partner of the General Partner (which is a limited partnership fund) 普通合夥人是基金的普通合夥人及公司是普通合夥人 (作為有限合夥基金) 的普通合夥人;

(b) the limited partnership agreement of the Fund dated _____ (the **"LPA"**) confers upon the General Partner, as general partner of the Fund, broad power to manage the affairs and conduct the business of the Fund 基金于 _____ (日期) 簽訂的有限責任合夥協議賦予普通合夥人權利以基金普通合夥人的身份管理基金日常事務;

(c) the limited partnership agreement of the General Partner dated _____ (the **"GP LPA"**) confers upon the Company, as general partner of the General Partner, broad power to manage the affairs and conduct the business of the General Partner 普通合夥人於 _____ (日期) 簽訂的有限責任合夥協議賦予公司權利以普通合夥人的普通合夥人的身份管理普通合夥人日常事務;

(d) the Company as general partner of the General Partner, which is in turn the general partner of the Fund, is authorised to act on behalf of, and to bind, the Fund and 公司作為普通合夥人的普通合夥人, 即基金普通合夥人, 被賦權代表並約束基金, 及;

(e) all references in these resolutions to things being done by the Company shall be construed as references to things being done by the Company on behalf of the Fund in its capacity as general partner of the General Partner, which is in turn the general partner of the Fund. 本決議凡提及公司行事, 均應被詮釋為公司以普通合夥人的普通合夥人的身份, 即基金普通合夥人, 代表基金行事。]**

***Applicable if the General Partner is a company*

***適用於作為公司的普通合夥人*

****Applicable if the General Partner is a limited partnership.*

****適用於作為有限責任合夥的普通合夥人*

ACCOUNT MANDATE - LIMITED PARTNERSHIP FUND 普通合伙人基金

1. Services to be provided 銀行提供之服務

That the Bank is hereby authorised and requested 貴銀行現獲授權及獲要求：

(a) Accounts Opening and Operation

to open an account in the name of the Company and/or the Fund and any other account(s) of whatever nature hereafter to be opened in the name of the Company and/or the Fund with the Bank (each such account, an "Account") as (in each case) may from time to time be subsequently directed by the authorised signatory(ies) as indicated below in Schedule I (the "Authorised Signatory(ies)");

開立及運作戶口

以本公司及/或基金之名義開立一個戶口，及按照其後不時由下列附錄I所載之被授權簽署人（下稱「被授權簽署人」）給予貴銀行的每次指示，以本公司及/或基金之名義開立任何性質之其他戶口（每一個該等戶口各稱「戶口」）；

(b) Banking and Financial Products

to provide the Company and/or the Fund with any banking, treasury and financial product(s) now or in future of whatever nature, including but not limited to fixed income products, derivatives and structured products, equities and securities, and foreign exchange related products (hereinafter "Products"), as may from time to time be subsequently requested or directed by the Authorised Signatory(ies), it being the Company's and/or the Fund's obligation to ensure compliance with any applicable legal or regulatory requirements applying to such products; and

銀行及理財產品

在現時或將來，按照不時由被授權簽署人給予貴銀行之要求或指示，向本公司及/或基金提供任何性質的銀行、財資及理財產品，包括但不限於定期收入產品、衍生工具及結構性產品、股票及證券及外匯有關產品（下稱「產品」）。惟本公司及/或基金有義務確保其符合任何適用於該等產品的法律或監管機構的規定；及

(c) Other Banking Services

to provide the Company and/or the Fund with any other banking service(s) or service channels (including internet banking services), (other than where the Bank requires a separate mandate) in respect of any Account(s) or Product(s), now or in future made available by the Bank of whatever nature (hereinafter "Additional Services"), as may from time to time be subsequently requested or directed by the Authorised Signatory(ies).

其他銀行服務

按照不時由被授權簽署人給予貴銀行之要求或指示，向本公司及/或基金提供與任何「戶口」或「產品」有關的任何其他銀行服務或服務途徑（包括網上銀行服務），包括貴銀行現時或將來提供之任何性質的銀行服務或服務途徑，惟不包括任何貴銀行規定需要簽立獨立授權書之其他銀行服務或服務途徑（下稱「額外服務」）。

The authorities, undertakings and agreements contained in this Mandate shall apply to each and every Account of the Company and the Fund, all Products and all Additional Services of the Company and the Fund, except where other express written arrangements have been agreed with the Bank.

除非貴銀行及本公司及基金另行以書面議定，否則本授權書所載之授權、承諾及協議均適用於本公司及基金名下的每一個「戶口」、所有「產品」及所有「額外服務」。

2. Authority in relation to services 有關服務之授權

That the Bank is hereby requested and instructed as follows 本公司現要求及指示貴銀行：

(a) (in relation to the Accounts) (有關「戶口」之授權)

(i) to honour and comply with all cheques, bills of exchange, promissory notes and other orders drawn and all bills accepted on behalf of the Company and/or the Fund, whether the Account be in credit or overdrawn, to comply with all directions given for or in connection with any Account of any kind whatsoever on behalf of the Company and/or the Fund, including without limitation to close such Account(s), and to accept and act upon all receipts as a valid discharge to the Bank for any monies deposited with or owing by the Bank on any Account in the name of the Company and/or the Fund provided that such cheques, promissory notes, orders, bills, directions or receipts are signed by the Authorised Signatory(ies);

兌現及遵照代表本公司及/或基金開出的所有支票、匯票、承付票及其他付款指令以及代表本公司及/或基金承兌的所有匯票，不論「戶口」是否存在結餘或已被透支，遵照所有代表本公司及/或基金為任何性質的「戶口」或與其有關而發出的所有指示，包括但不限於關閉「戶口」，接納所有收據及按其行事作為有效解除貴銀行對已存入任何「戶口」的任何款項或貴銀行在任何「戶口」下的欠款的責任，惟該等支票、承付票、付款指令、匯票、指示或收據均須由被授權簽署人簽署；

(ii) to deliver and deal with any securities, valuables, other property or documents of title which may be deposited with the Bank by the Company and/or the Fund, whether for safe-keeping or otherwise, and any documents relating thereto which the Bank may require are signed by the Authorised Signatory(ies);

交付及處理本公司及/或基金不論為作安全保管或其他原因而存放於貴銀行的任何證券、貴重物品、其他財產或業權文件，惟任何與此有關並可能為貴銀行所要求交付的文件均須由被授權簽署人簽署；

(iii) to accept orders and any other instructions from the Authorised Signatory(ies); and

接納被授權簽署人發出的指令及任何其他指示；及

(iv) that the Authorised Signatory(ies) are authorised and empowered, on behalf of the Company and/or the Fund to arrange with the Bank for advances to the Company and/or the Fund by way of discount, loan, mortgage, overdraft or otherwise, and for the granting of trade and/or credit facilities and the issue of letters of credits or guarantees or indemnities by the Bank from time to time as required, and to sign on behalf of the Company and/or the Fund any form of deposit and withdrawal, any form of loan or credit documents, Memorandum of Deposit, Letter of Trust, Mortgage, Hypothecation, Pledge and any other documents relating to any shares or securities or property or documents of titles relating thereto to secure the said advances and any obligations, undertakings, instructions, guarantees, indemnities and counter-indemnities, agreements and any other documents which may be required by the Bank from time to time (including without limitation to sign any general agreements and to designate any authorised persons thereunder) in so far as they are not required to be executed under the Common Seal of the Company; and 被授權簽署人已獲授權及獲賦予權力可代表本公司及/或基金按不時之需與貴銀行安排以貼現、借貸、按揭、透支或其他方式貸款予本公司及/或基金，及由貴銀行向本公司及/或基金提供貿易及/或信貸融資及由貴銀行簽發信用證或擔保書或彌償書，及在無須以本公司法團印章簽立文件的情況下，代表本公司及/或基金簽署任何存款及提款表格、任何貸款或信貸文件、存款備忘錄、信託書、按揭、押貨預支、質押及任何其他與任何相關股票、證券、財產或業權文件有關的文件，以保證上述貸款及貴銀行不時要求之任何責任、承諾、指示、擔保、彌償及反彌償保證、協議及其他文件，（包括但不限於簽署任何一般性協議及根據協議委任任何授權人）；及

- (b) (in relation to Products and/or Additional Services, if authorised under paragraph 1 above) (i) to accept orders and any other instructions from the Authorised Signatory(ies) and in case of any treasury transactions and financial products where verbal instruction is considered as acceptable by the Bank, to accept verbal instruction over telephone from any of the Authorised Signatory(ies); and (ii) that the Authorised Signatory(ies) are authorised and empowered, on behalf of the Company and the Fund to enter into any treasury transactions and subscription or purchase of any of the Products on the relevant terms and conditions imposed by the Bank (as may be amended, supplemented, varied or replaced from time to time), including without limitation, the execution of the DBS Master Agreement, any trade confirmations, settlement instructions, subscription forms, term sheets or all or any other documentation in relation thereof.

(有關「產品」及／或「額外服務」之授權，若已根據上述第1段條文獲授權) (i) 接納被授權簽署人發出之指令及任何其他指示，而如貴銀行認為就財資交易可接受口頭指示，接納任何一位被授權簽署人以電話形式向貴銀行發出口頭指示；及 (ii) 被授權簽署人已獲授權及賦予權力可代表本公司及基金按貴銀行所要的相關條款（可能會不時地被修改、補充及替換）進行財資交易及認購或購買任何產品，包括但不限於簽署DBS Master Agreement、交易確認書、結算指示、認購表格、條款說明書以及簽署關於任何財資交易或產品的所有或其他文件。

3. **Banking Policy, Rules / Terms and Conditions** 銀行政策、規例、條款及細則

That each of the Company and the Fund hereby agrees and undertakes with the Bank as follows 本公司及基金分別同意並向貴銀行承諾:

(a) **Applicable Banking Rules, Terms and Conditions**

to be bound by and comply with the Bank's policies, rules, terms and conditions and regulations governing the operation and conduct of Accounts, Products and Additional Services (as applicable) now and from time to time in force, copies of which are available on request and as may from time to time be varied; and

適用的銀行規例、條款及細則

遵守貴銀行現行及不時生效的，用以規管「戶口」、「產品」及「額外服務」（如適用）之運作及運用的政策、規例、條款及細則及規則，及其不時之修改，並受其約束。本公司可隨時要求索取該等政策、規例、條款及細則及規則之副本；及

(b) **Duties of Care**

to exercise reasonable care, take reasonable precautions and establish adequate internal controls and security arrangements to prevent unauthorised funds withdrawal or other misuse of or forgery in relation to any Account, Products or Additional Services (as applicable) and to notify the Bank immediately upon becoming aware of any actual or possible unauthorised use, misuse or forgery. Each of the Company and the Fund agrees to indemnify the Bank against any loss, damages, costs, claims or demands (including reasonable legal costs) incurred or suffered by the Bank as a result of the Company or, as the case may be, the Fund failing to take such reasonable measures and precautions.

謹慎從事之責任

作出合理的謹慎，採取合理的防範措施及建立足夠的內部控制措施及保安安排，以避免未經授權的提款或其他涉及任何「戶口」、「產品」及「額外服務」（如適用）的其他不正當使用或偽造，並在得悉任何實際或可能未經授權或不正當的使用或偽造後，立即通知貴銀行。本公司及基金分別同意對貴銀行就因本公司或，視情況而言，基金未能採取該等合理行動及防範措施而導致或招致的任何損失、損害、開支、申索或要求（包括合理的法律費用）而作出彌償。

4. **Authorised Signatory(ies) and Delegated Person(s) for Confirmation** 被授權簽署人及被授權確認人

That:

- (a) the Bank is hereby supplied with a schedule of the names of the Authorised Signatory(ies) and their specimen signatures and that the Bank be notified from time to time by the Company's Board of Directors of any changes thereto and that the Bank is entitled to act upon any requests, instructions or directions given by the Authorised Signatory(ies) unless and until modification has been completed in accordance with paragraph 8 below; and 貴銀行現獲提供一份被授權簽署人之姓名及其簽署式樣的名單。本公司的董事會必須不時通知貴銀行任何被授權簽署人的更改，貴銀行有權按照被授權簽署人所下達任何要求、指示或指令行事；除非並直至本公司的董事會已根據下述第8段條文作出更改為止；及

- (b) all cheques, bills of exchange, promissory notes, instruments, instructions, directions, orders, application forms, maintenance forms, requests, undertakings, guarantees, indemnities and counter-indemnities, agreements and other documents (including such modifications and amendments, any other future documents and assurances as may be considered necessary in the sole discretion of any Authorised Signatory(ies)) that require signature on behalf of the Company and/or the Fund and relating to Accounts and (if authorised under paragraph 1 above) relating to relevant Products and/or Additional Services, shall be binding upon the Company and the Fund if signed by the Authorised Signatory(ies), whose signature(s) shall be sufficient authority and shall be binding on the Company and the Fund for all purposes, unless and until modification has been completed in accordance with paragraph 8 below.

若所有涉及「戶口」及（若已根據上述第1段條文獲授權）「產品」及／或「額外服務」之支票、匯票、承付票、票據、指示、指令、命令、申請書、更改表格、要求、承諾、擔保、彌償及反彌償保證、協議及其他需要本公司及／或基金簽署的文件（包括但不限於任何被授權簽署人之絕對酌情決定的情況下認為需要之修改或修訂、日後任何文件及擔保）一經被授權簽署人代表本公司及／或基金簽署，即對本公司及基金具約束力，而被授權簽署人之簽署將視為具足夠授權，並就所有用途而言對本公司及基金具約束力，除非並直至本公司的董事會已根據下列第8段條文提出更改為止。

- (c) the Bank may accept instructions, requests and/or other communications in connection with the Accounts, the Products and the Additional Services (including but not limited to instructions on fixed deposits, loan rollover, selection of loan interest period, the entry into foreign exchange transactions, forward contracts and currency option) given by telephone, facsimile or such other communication device as the Bank may from time to time approve as a service channel under the Additional Services ("Remote Instructions");

就有關「戶口」、「產品」及「額外服務」所發出的任何指示、要求及／或其他訊息（包括但不限於定期存款、信貸額度項下的續期及選擇利息期、進行外匯兌換交易、訂立外匯遠期合約及貨幣期權的指示），貴銀行可以電話、圖文傳真或貴銀行在額外服務範圍內不時批准的其他通訊設備的形式接受（下稱「遙距指示」）。

- (d) in the event that the Bank accepts instructions, requests and/or other communications in connection with the Accounts, the Products and the Additional Services (including but not limited to instructions on fixed deposits, loan rollover, selection of loan interest period, the entry into foreign exchange transactions, forward contracts and currency option) given by telephone, each of the Authorised Signatory(ies) and each of the delegated persons as indicated below in Schedule II ("Delegated Person(s) for Confirmation") are duly authorised to give such instructions, requests and/or communications to the Bank singly, and such instructions, requests and/or communications shall be binding upon the Company and the Fund; 如貴銀行就有關「戶口」、「產品」及「額外服務」接受以電話形式所發出的任何指示、要求及／或其他訊息（包括但不限於定期存款、信貸額度項下的續期及選擇利息期、進行外匯兌換交易、訂立外匯遠期合約及貨幣期權的指示），每位被授權簽署人及每位載於下列附錄 II 的被授權確認人士（下稱「被授權確認人」）均已獲本公司及基金妥為授權以個別形式向貴銀行發出該等指示、要求及／或其他訊息，而該等指示、要求及／或其他訊息對本公司具約束力。

- (e) in the event that the Bank accepts instructions, requests and/or other communications in connection with the Accounts, the Products and the Additional Services (including but not limited to instructions on fixed deposits, loan rollover, selection of loan interest period, the entry into foreign exchange transactions, forward contracts and currency option) given by facsimile or such other communication device as the Bank may from time to time approve, the Authorised Signatory(ies) in accordance with the signing arrangement prescribed herein, are duly authorised to give such instructions, requests and/or communications to the Bank, and such instructions, requests and/or communications shall be binding upon the Company and the Fund;
如貴銀行就有關「戶口」、「產品」及「額外服務」接受以圖文傳真或貴銀行不時批准的其他通訊設備形式所發出的任何指示、要求及／或其他訊息(包括但不限於定期存款、信貸額度項下的續期及選擇利息期、進行外匯兌換交易、訂立外匯遠期合約及貨幣期權的指示)，被授權簽署人按本授權書內的簽署指示，已獲本公司及基金妥為授權向貴銀行發出該等指示、要求及／或其他訊息，而該等指示、要求及／或其他訊息將對本公司及基金具約束力。
- (f) the Bank shall be entitled at any time, at its discretion, to require confirmation, in such form as the Bank may determine, of the Remote Instructions before carrying them out. Each of the Authorised Signatory(ies) and each of the Delegated Person(s) for Confirmation are duly authorised by the Company and the Fund to confirm with the Bank singly on any Remote Instruction.
貴銀行有權不時在其絕對酌情決定的情況下，在執行遙距指示前，要求本公司以任何貴銀行決定的方式就遙距指示作出確認。任何一位被授權簽署人及被授權確認人均已獲本公司及基金妥為授權以個別形式向貴銀行就遙距指示作出確認。
- (g) in connection with any of the Company's and/or the Fund's original instruction for the Accounts, Products and Additional Services, each of the Authorised Signatory(ies) and each of the Delegated Person(s) for Confirmation are duly be and is hereby authorised to confirm with the Bank singly on any such instruction in such form and manner and at such time as the Bank may determine.
就任何由本公司及／或基金發出，與「戶口」、「產品」及「額外服務」有關的真本指示，任何一位被授權簽署人及被授權確認人均已獲本公司及／或基金妥為授權以個別形式，按貴銀行指定的方法，形式及時間就該等真本指示向貴銀行作出確認。
- (h) The Bank will be notified from time to time by the Company's Board of Directors of any change to the Authorised Signatory(ies) and to the schedule of Delegated Person(s) for Confirmation and the Bank is entitled to act upon any instruction, request, communication and/or confirmation given by them unless and until modification has been completed in accordance with paragraph 8 below.
本公司的董事會必須不時通知貴銀行任何被授權簽署人及被授權確認人的更改；貴銀行有權按照他們的指示、要求、訊息及／或確認而行事；除非並直至本公司的董事會已根據下述第8段條文作出更改為止。

5. Future Accounts, Products and/or Additional Services 將來提供之「戶口」、「產品」及／或「額外服務」

That unless another specific written agreement is made with the Bank, all Accounts, and (if authorised under paragraph 1) all Products and/or Additional Services subsequently opened or subscribed in the name of the Company and/or the Fund shall be operated and dealt with under the terms of this Mandate (including the Authorised Signatory(ies)).

除非貴銀行及本公司另行以書面簽訂協議，否則其後以本公司及／或基金名義開立的所有「戶口」及認購的（若已根據上述第1段條文獲授權）所有「產品」及「額外服務」均將按本「授權書」所載之條款（包括被授權簽署人）所運作及辦理。

6. (FX Online under DBS IDEAL™ Online Banking is selected as an Additional Service, if applicable)

星展IDEAL™網上理財 FX Online 服務被選為額外服務 (如適用)

In respect of the FX Online automated trading services, the relevant user(s) named in the Account Opening Form for FX Online shall be authorised singly to do or cause or authorise to be done any act or thing (including sending instructions and entering into agreement and transactions) contemplated by FX Online; and for the avoidance of doubt, authorisation by the Company in relation to the execution of any master agreement, trade confirmations or any other documents and the provision of oral instructions or other electronic instructions other than via the FX Online service, in each case in respect of any foreign exchange and derivative transactions, will be subject to the requests and instructions in paragraph 2(b) above or, if applicable, separate board corporate resolutions provided by the Company to the Bank from time to time.

就FX Online自動化交易服務，於戶口申請表上授權之相關用戶獲授權單獨執行，或致使或被授權單獨執行任何相關FX Online之行為或事情（包括發送指令，訂立協議及進行交易）。為免生疑問，在FX Online服務以外執行之任何外匯及衍生產品交易之任何主協議，交易確認書或任何其他文件，以及授權提供口頭或其他電子指令將依據以上第2(b)段條文的要求及指示或本公司不時另行提供予銀行的董事會決議書(如適用)。

7. Required Documentation 銀行需要文件

That the Bank be forthwith supplied with an up-to-date copy of 本公司應盡速向貴銀行提交下列文件的最新版本：

- (a) the Company's Memorandum and Articles of Association (or other constitutional documents, as applicable);
本公司的組織章程大綱及章程細則（或其他組織文件，如適用）；
- (b) each amending resolution as soon as the same has been passed;
每一條已通過的修訂決議；
- (c) the Company's certificate of incorporation and business registration certificate;
本公司之公司註冊證書及商業登記證
- (d) the Company's Register of Directors;
公司董事登記冊；
- (e) [the LPA, as may be amended and restated from time to time;
基金的有限合夥協議（經不時修訂）；
- (f) the Fund's certificate of incorporation, certificate of registration (or other similar document) and business registration certificate (if applicable);
基金成立證書、註冊證書（或其他類似設立文件）及基金商業登記證（如適用）；
- (g) the Fund's Section 9 Statement (and Section 10 Statements) (if applicable); and
第9條情況說明（及第10條情況說明）（如適用）；及
- (h) the Fund's register of partners
基金合夥人名冊]**

OR或

- [(e) the LPA and the GP LPA, each as may be amended and restated from time to time;
基金的有限合夥協議（經不時修訂）；

ACCOUNT MANDATE - LIMITED PARTNERSHIP FUND 普通合伙人基金

- (e) each of the Fund's and the General Partner's certificate of incorporation, certificate of registration (or other similar document) and business registration certificate (if applicable);
各基金及普通合夥人的成立證書、註冊證書（或其他類似設立文件）及基金商業登記證（如適用）；
- (f) each of the Fund's and the General Partner's Section 9 Statement (and Section 10 Statements) (if applicable); and
各基金及基金合夥人的第9條情況說明（及第10條情況說明）（如適用）；
- (h) each of the Fund's and the General Partner's register of partners
各基金及基金合夥人的合夥人名冊；***

***Applicable if the General Partner is a company*

***適用於作為公司的普通合夥人*

****Applicable if the General Partner is a limited partnership.*

****適用於作為有限合夥的普通合夥人*

- (i) the investment management agreement in respect of the Fund (if any)
有關基金的投資管理協議（如有）

and be kept promptly updated of all variations, modifications or replacement of any of these items.
而本公司也應在上述文件有所變動、更改或替換時盡速通知貴銀行。

8. Modification of Mandate 更改授權書

That:

- (a) these resolutions be communicated to the Bank and shall remain in full force and effect unless and until the Bank receives a duly certified copy of an amending resolution duly passed by the Company's Board of Directors and has had a reasonable opportunity to act upon such amending resolution; and
本公司現將上述決議通知貴銀行，而該等決議將維持生效及具十足效力，除非及直至貴銀行已收到經本公司董事會妥為通過並已妥為核證的修訂決議副本，並有合理機會按該修訂決議行事為止；及
- (b) a copy of any resolution of meeting of the Company's Board of Directors, if purporting to be certified as correct by the chairman of that Meeting, shall, as between the Bank and the Company, be conclusive evidence of the passing of such resolution and once so delivered to the Bank, shall be binding on the Company and the Fund.
任何本公司之董事會決議副本，若看來是已經由會議主席核證無誤，就貴銀行與本公司之間而言，即屬通過該等決議的不可推翻的證據，而該等決議一經送交貴銀行後即對本公司及基金具約束力。

9. Language 語言

The Chinese version of this Mandate is for reference only. If there is any inconsistency between the English and Chinese versions of this Mandate, the English version shall prevail.

本授權書之中文譯本只供參考之用。如本授權書之中英文本有任何歧異，概以英文本為準。

SCHEDULE I 附錄 I

Authorised Signatory(ies) for Accounts, Products and Additional Services 「戶口」、「產品」及「額外服務」的被授權簽署人

	Full Name in BLOCK LETTERS 全名(以英文正楷填寫)	H.K.I.D. / Passport No. 香港身份證/護照號碼	Position 崗位	Specimen Signature(s) 簽署式樣
1				
2				
3				
4				
5				
6				
7				
8				

Signing Instruction 簽署指示

- ☐ Any ____ of ____ 簽署 ____ 式憑 ____ 式
☐ Other special signing instruction(s) 其他特別簽署指示

Impress of Company's Chop 公司印章式樣

(Please provide if signing instruction requires company's chop) (Company Chop only)
如簽署指示要求公司印章，請提供式樣

Note: If the Authorised Signatory(ies) are designated with different authorisation limits under "Signing Instruction", the Authorised Signatory(ies) with the highest authorisation limit / transaction limit will be deemed to be authorised to give the Bank instructions which do not involve monetary term while relating to the operation of the account or the provision / operation of other banking products / services (including but not limited to application of new additional account(s)). If the Company would like to assign different Authorised Signatory(ies) to give the Bank the aforesaid instructions not involving monetary term, please specify in the "Signing Instruction" above.
註：如在授權書附錄的“簽署指示”項下被授權簽署人被授予不同的授權額度，被授予最高授權限額 / 最高交易上限的被授權簽署人，將視為被授權向本行給予有關不涉及金額的戶口運作或不涉及金額的其他銀行產品 / 服務的提供 / 運作的指示（包括但不限於申請新增開立額外戶口）。若 貴公司欲指定其他被授權簽署人給予本行以上所述不涉及金額的指示，請在上述“簽署指示”內註明。

FOR BANK USE ONLY

Name In English :		Name In Chinese :	
Account Opening Date :		Account Effective Date :	
Mandate Type :	<input type="checkbox"/> Standard Mandate	<input type="checkbox"/> Non Standard Mandate	
Account Type :	Account No.	Account Type	Account No.
<input type="checkbox"/> HKD Current Account		<input type="checkbox"/> Fixed/Time Deposit Account	
<input type="checkbox"/> USD Save & Cheque Account		<input type="checkbox"/> Bills Account/Others	
<input type="checkbox"/> RMB Current Account		<input type="checkbox"/> Refer to :	
<input type="checkbox"/> MCY Savings Account			

SCHEDULE II 附錄 II

NAMES AND DETAILS OF DELEGATED PERSONS FOR CONFIRMATION 被授權確認人之姓名及資料如下

Name 姓名	H.K.I.D. / Passport No. 香港身份證/護照號碼	Telephone Number * 電話號碼 *

* Please use the Company's telephone number kept in the Bank's record and the telephone number stated in this column (if any).
請使用本公司於貴銀行存檔的電話號碼及本欄所載的電話號碼（如有）。

ACCOUNT MANDATE - LIMITED PARTNERSHIP FUND 普通合伙人基金

CERTIFICATION 證明書

I HEREBY CERTIFY that 本人茲證明:

- (a) the foregoing is a true copy of the resolutions as entered in the Minute Book of the Company and which were passed in accordance with the Articles of Association (or other constitutional documents, as applicable) of the Company at a meeting of Board of Directors held on (date) _____ being the date the resolutions were passed;
前述各項決議均屬登錄於本公司會議記錄冊內的決議紀錄的真實副本，該等決議亦已按照本公司之組織章程細則（或其他組織文件，如適用）於本公司董事會於_____年_____月_____日召開之會議獲得通過；
- (b) all required consents and approvals for giving this Mandate whether under the Articles of Association (or other constitutional documents, as applicable) of the Company, the LPA, the other constituent documents of the Fund [and the General Partner]** or under all applicable laws, rules, regulation, directives or guidelines or otherwise have been obtained and are in full force and effect.
所有就本公司出具本授權書所需的同意及批准，不論是就本公司組織章程細則（或其他組織文件，如適用）、基金有限合夥協議、其他的基金（及普通合夥人）組織文件或所有適用法律、法規、規定、指示、指引或其他項下需要獲取的，均已取得並全面有效。
***Applicable if the General Partner is a limited partnership.
***適用於作為有限合夥的普通合夥人
- (c) the names of the Authorised Signatory(ies), their specimen signatures and the impression of the Company's Chop (if applicable), as supplied to the Bank, are correct and genuine; and
前述向貴銀行提供之被授權簽署人、其簽署式樣及公司印章（如適用）之式樣均屬正確及真實；及
- (d) the names of the Delegated Person(s) for Confirmation, as supplied to the Bank are correct.
前述向貴銀行提供之被授權確認人的姓名均屬正確。

Dated 日期: _____

Signed by the Chairman of the Meeting 會議主席簽署

The following certified true copy of current documents are sent herewith 現附上下列文件的經核證為真實的副本:

- Articles of Association (or other constitutional documents, as applicable) and amending resolutions (if any).
組織章程細則（或其他組織文件，如適用）及任何修訂決議
- Certificate of Incorporation.
公司註冊證書
- Business Registration Certificate.
商業登記證
- Particulars of the Company's Directors and Secretary.
公司董事或秘書的個人資料
- Company's Register of Directors.
公司董事登記冊
- LPA, as may be amended and restated from time to time.
基金的有限合夥協議（經不時修訂）
- The Fund's certificate of incorporation, certificate of registration (or other similar document) and business registration certificate (if applicable).
基金成立證書、註冊證書（或其他類似設立文件）及基金商業登記證（如適用）
- Section 9 Statement of the Fund (and Section 10 Statements) (if applicable).
第9條情況說明（及第10條情況說明）（如適用）
- The Fund's register of partners.
基金合夥人名冊]**

OR或

- LPA and the GP LPA, each as may be amended and restated from time to time;
各基金及普通合夥人的有限合夥協議（經不時修訂）；
- Each of the Fund's and the General Partner's certificate of incorporation, certificate of registration (or other similar document) and business registration certificate (if applicable).
各基金及普通合夥人的成立證書、註冊證書（或其他類似設立文件）及基金商業登記證（如適用）；
- Each of the Fund's and the General Partner's Section 9 Statement (and Section 10 Statements) (if applicable).
各基金及基金合夥人的第9條情況說明（及第10條情況說明）（如適用）；
- Each of the Fund's and the General Partner's register of partners;
各基金及基金合夥人的合夥人名冊]***;

**Applicable if the General Partner is a limited partnership.

**適用於作為公司的普通合夥人

***Applicable if the General Partner is a limited partnership.

***適用於作為有限合夥的普通合夥人

- Investment management agreement in respect of the Fund.

有關基金的投資管理協議

(All amendments must be initiated by the Chairman)

(所有更改必須由主席簡簽)

FOR BANK USE ONLY 銀行專用

Signature Verified / Witnessed By 核對印鑑/見證	Opened By 開戶	Approved By 核准