

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

Name of the Fund 基金名称: \_\_\_\_\_

Name of the General Partner\* 普通合伙人名称: \_\_\_\_\_

The General Partner is hereinafter referred to as the **"Company"**.  
普通合伙人下称「本公司」。

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

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

致: 星展银行(香港)有限公司

(下称「贵银行」,「贵银行」一词应包括贵银行的继承人及受让人)

## **CERTIFIED COPY OF RESOLUTIONS**

### **董事会决议之核证副本**

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」)已于以下所示日期适当地召开及举行董事会,是次董事会由始至终具有法定人数出席及行事,并通过下列构成本公司对贵银行之授权的决议(下称「授权书」)。该等决议现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伙人;

(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)签订的有限合伙协议赋予公司权利以基金普通合伙人的身份管理基金日常事务;

(c) the Company as general partner of the Fund is authorised to act on behalf of, and to bind, the Fund, and 公司以基金普通合伙人的身份被赋权代表并约束基金,并且;

(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. 本决议凡提及公司行事,均应被诠释为公司以基金普通合伙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) 普通合伙人是基金的普通合伙人及公司是普通合伙人(作为有限合伙基金)的普通合伙人;

(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)签订的有限合伙协议赋予普通合伙人权利以基金普通合伙人的身份管理基金日常事务;

(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 普通合伙人于\_\_\_\_\_(日期)签订的有限合伙协议赋予公司权利以普通合伙人的普通合伙人的身份管理普通合伙人日常事务;

(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 公司作为普通合伙人的普通合伙人,即基金普通合伙人,被赋权代表并约束基金,及;

(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 General Partner, which is in turn the general partner of the Fund. 本决议凡提及公司行事,均应被诠释为公司以普通合伙人的普通合伙人的身份,即基金普通合伙人,代表基金行事。]\*\*\*

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

*\*\*适用于作为公司的普通合伙人*

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

*\*\*\*适用于作为有限责任合伙的普通合伙人*

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

## 1. Services to be provided 银行提供之服务

That the Bank is hereby authorised and requested 贵银行现获授权及获要求：

### (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)");

#### 开立及运作户口

以本公司及/或基金之名义开立一个户口，及按照其后不时由下列附录I所载之被授权签署人（下称「被授权签署人」）给予贵银行的每次指示，以本公司及/或基金之名义开立任何性质之其他户口（每一个该等户口各称「户口」）；

### (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

#### 银行及理财产品

在现时或将来，按照不时由被授权签署人给予贵银行之要求或指示，向本公司及/或基金提供任何性质的银行、财资及理财产品，包括但不限于定期收入产品、衍生工具及结构性产品、股票及证券及外汇有关产品（下称「产品」）。惟本公司及/或基金有义务确保其符合任何适用于该等产品的法律或监管机构的规定；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).

#### 其他银行服务

按照不时由被授权签署人给予贵银行之要求或指示，向本公司及/或基金提供与任何「户口」或「产品」有关的任何其他银行服务或服务途径（包括网上银行服务），包括贵银行现时或将来提供之任何性质的银行服务或服务途径，惟不包括任何贵银行规定需要签立独立授权书之其他银行服务或服务途径（下称「额外服务」）。

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.

除非贵银行及本公司及基金另行以书面议定，否则本授权书所载之授权、承诺及协议均适用于本公司及基金名下的每一个「户口」、所有「产品」及所有「额外服务」。

## 2. Authority in relation to services 有关服务之授权

That the Bank is hereby requested and instructed as follows 本公司现要求及指示贵银行：

### (a) (in relation to the Accounts) (有关「户口」之授权)

(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);

兑现及遵照代表本公司及/或基金开出的所有支票、汇票、承兑票及其他付款指令以及代表本公司及/或基金承兑的所有汇票，不论「户口」是否存在结余或已被透支，遵照所有代表本公司及/或基金为任何性质的「户口」或与其有关而发出的所有指示，包括但不限于关闭「户口」，接纳所有收据及按其行事作为有效解除贵银行对已存入任何「户口」的任何款项或贵银行在任何「户口」下的欠款的责任，惟该等支票、承兑票、付款指令、汇票、指示或收据均须由被授权签署人签署；

(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);

交付及处理本公司及/或基金不论为作安全保管或其他原因而存放于贵银行的任何证券、贵重物品、其他财产或业权文件，惟任何与此有关并可能为贵银行所要求交付的文件均须由被授权签署人签署；

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

接纳被授权签署人发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

被授权签署人已获授权及获赋予权力可代表本公司及/或基金按不时之需与贵银行安排以贴现、借贷、按揭、透支或其他方式贷款予本公司及/或基金，及由贵银行向本公司及/或基金提供贸易及 / 或信贷融资及由贵银行签发信用证或担保书或弥偿书，及在无须以本公司法团印章签立文件的情况下，代表本公司及/或基金签署任何存款及提款表格、任何贷款或信贷文件、存款备忘录、信托书、按揭、押货预支、质押及任何其他与任何相关股票、证券、财产或业权文件有关的文件，以保证上述贷款及贵银行不时要求之任何责任、承诺、指示、担保、弥偿及反弥偿保证、协议及其他文件，（包括但不限于签署任何一般性协议及根据协议委任任何授权人）；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.

(有关「产品」及/或「额外服务」之授权,若已根据上述第1段条文获授权) (i) 接纳被授权签署人发出之指令及任何其他指示,而如贵银行认为就财务交易可接受口头指示,接纳任何一位被授权签署人以电话形式向贵银行发出口头指示;及(ii) 被授权签署人已获授权及赋予权力可代表本公司及基金按贵银行所要的相关条款(可能会不时地被修改、补充及替换)进行财务交易及认购或购买任何产品,包括但不限于签署DBS Master Agreement、交易确认书、结算指示、认购表格、条款说明书以及签署关于任何财务交易或产品的所有或其他文件。

### 3. Banking Policy, Rules / Terms and Conditions 银行政策、规例、条款及细则

That each of the Company and the Fund hereby agrees and undertakes with the Bank as follows 本公司及基金分别同意并向贵银行承诺:

(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

适用的银行规例、条款及细则

遵守贵银行现行及不时生效的,用以规管「户口」、「产品」及「额外服务」(如适用)之运作及运用的政策、规例、条款及细则及规则,及其不时之修改,并受其约束。本公司可随时要求索取该等政策、规例、条款及细则及规则之副本;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.

谨慎从事之责任

作出合理的谨慎,采取合理的防范措施及建立足够的内部控制措施及保安安排,以避免未经授权的提款或其他涉及任何「户口」、「产品」及「额外服务」(如适用)的其他不正当使用或伪造,并在得悉任何实际或可能未经授权或不正当的使用或伪造后,立即通知贵银行。本公司及基金分别同意对贵银行就因本公司或,视情况而言,基金未能采取该等合理行动及防范措施而导致或招致的任何损失、损害、开支、索赔或要求(包括合理的法律费用)而作出弥偿。

### 4. Authorised Signatory(ies) and Delegated Person(s) for Confirmation 被授权签署人及被授权确认人

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 贵银行现获提供一份被授权签署人之姓名及其签署式样的名单。本公司的董事会必须不时通知贵银行任何被授权签署人的更改,贵银行有权按照被授权签署人所下达任何要求、指示或指令行事;除非并直至本公司的董事会已根据下述第8段条文作出更改为止;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「户口」及(若已根据上述第1段条文获授权)「产品」及/或「额外服务」之支票、汇票、承兑票、票据、指示、指令、命令、申请书、更改表格、要求、承诺、担保、弥偿及反弥偿保证、协议及其他需要本公司及/或基金签署的文件(包括但不限于任何被授权签署人之绝对酌情决定的情况下认为需要之修改或修订、日后任何文件及担保)一经被授权签署人代表本公司及/或基金签署,即对本公司及基金具约束力,而被授权签署人之签署将视为具足够授权,并就所有用途而言对本公司及基金具约束力,除非并直至本公司的董事会已根据下列第8段条文提出更改为止。

- (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");

就有关「户口」、「产品」及「额外服务」所发出的任何指示、要求及/或其他讯息(包括但不限于定期存款、信贷额度项下的续期及选择利息期、进行外汇兑换交易、订立外汇远期合约及货币期权的指示),贵银行可以电话、图文传真或贵银行在额外服务范围内不时批准的其他通讯设备的形式接受(下称「遥距指示」)。

- (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;

如贵银行就有关「户口」、「产品」及「额外服务」接受以电话形式所发出的任何指示、要求及/或其他讯息(包括但不限于定期存款、信贷额度项下的续期及选择利息期、进行外汇兑换交易、订立外汇远期合约及货币期权的指示),每位被授权签署人及每位载于下列附录 II 的被授权确认人士(下称「被授权确认人」)均已获本公司及基金妥为授权以个别形式向贵银行发出该等指示、要求及/或其他讯息,而该等指示、要求及/或其他讯息对本公司具约束力。



- (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;  
如贵银行就有关「户口」、「产品」及「额外服务」接受以图文传真或贵银行不时批准的其他通讯设备形式所发出的任何指示、要求及/或其他讯息(包括但不限于定期存款、信贷额度项下的续期及选择利息期、进行外汇兑换交易、订立外汇远期合约及货币期权的指示), 被授权签署人按本授权书内的签署指示, 已获本公司及基金妥为授权向贵银行发出该等指示、要求及/或其他讯息, 而该等指示、要求及/或其他讯息将对本公司及基金具约束力。
- (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.  
贵银行有权不时在其绝对酌情决定的情况下, 在执行遥距指示前, 要求本公司以任何贵银行决定的方式就遥距指示作出确认。任何一位被授权签署人及被授权确认人均已获本公司及基金妥为授权以个别形式向贵银行就遥距指示作出确认。
- (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/或基金发出, 与「户口」、「产品」及「额外服务」有关的真本指示, 任何一位被授权签署人及被授权确认人均已获本公司及/或基金妥为授权以个别形式, 按贵银行指定的方法, 形式及时间就该等真本指示向贵银行作出确认。
- (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.  
本公司的董事会必须不时通知贵银行任何被授权签署人及被授权确认人的更改; 贵银行有权按照他们的指示、要求、讯息及/或确认而行事; 除非并直至本公司的董事会已根据下述第8段条文作出更改为止。

#### 5. **Future Accounts, Products and/or Additional Services 将来提供之「户口」、「产品」及/或「额外服务」**

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)).

除非贵银行及本公司另行以书面签订协议, 否则其后以本公司及/或基金名义开立的所有「户口」及认购的(若已根据上述第1段条文获授权)所有「产品」及「额外服务」均将按本「授权书」所载之条款(包括被授权签署人)所运作及办理。

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

星展IDEAL™网上理财 FX Online 服务被选为额外服务(如适用)

That 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自动化交易服务, 于户口申请表上授权之相关用户获授权单独执行, 或致使或被授权单独执行任何相关FX Online之行为或事情(包括发送指令, 订立协议及进行交易)。为免生疑问, 在FX Online服务以外执行之任何外汇及衍生产品交易之任何主协议, 交易确认书或任何其他文件, 以及授权提供口头或其他电子指令将依据以上第2(b)段条文的要求及指示或本公司不时另行提供予银行的董事会决议书(如适用)。

#### 7. **Required Documentation 银行需要文件**

That the Bank be forthwith supplied with an up-to-date copy of 本公司应尽速向贵银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);  
本公司的组织章程大纲及章程细则(或其他组织文件, 如适用);
- (b) each amending resolution as soon as the same has been passed;  
每一条已通过的修订决议;
- (c) the Company's certificate of incorporation and business registration certificate;  
本公司之公司注册证书及商业登记证;
- (d) the Company's Register of Directors;  
公司董事登记册;
- (e) [the LPA, as may be amended and restated from time to time;  
基金的有限合伙协议(经不时修订);
- (f) the Fund's certificate of incorporation, certificate of registration (or other similar document) and business registration certificate (if applicable);  
基金成立证书、注册证书(或其他类似设立文件)及基金商业登记证(如适用);
- (g) the Fund's Section 9 Statement (and Section 10 Statements) (if applicable); and  
第9条情况说明(及第10条情况说明)(如适用); 及
- (h) the Fund's register of partners  
基金合伙人名单;]\*\*

OR或

- [(e) the LPA and the GP LPA, each as may be amended and restated from time to time;  
基金的有限合伙协议(经不时修订);

# 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);  
各基金及普通合伙人的成立证书、注册证书（或其他类似设立文件）及基金商业登记证（如适用）；
- (f) each of the Fund's and the General Partner's Section 9 Statement (and Section 10 Statements) (if applicable); and  
各基金及基金合伙人的第9条情况说明（及第10条情况说明）（如适用）；
- (h) each of the Fund's and the General Partner's register of partners  
各基金及基金合伙人的合伙人名册；\*\*\*

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

*\*\*适用于作为公司的普通合伙人*

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

*\*\*\*适用于作为有限合伙的普通合伙人*

- (i) the investment management agreement in respect of the Fund (if any)  
有关基金的投资管理协议（如有）

and be kept promptly updated of all variations, modifications or replacement of any of these items.  
而本公司也应在上述文件有所变动、更改或替换时尽速通知贵银行。

## 8. **Modification of Mandate 更改授权书**

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  
本公司现将上述决议通知贵银行，而该等决议将维持生效及具十足效力，除非及直至贵银行已收到经本公司董事会妥为通过并已妥为核证的修订决议副本，并有合理机会按该修订决议行事为止；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.  
任何本公司之董事会决议副本，若看来是已经由会议主席核证无误，就贵银行与本公司之间而言，即属通过该等决议的不可推翻的证据，而该等决议一经送交贵银行后即对本公司及基金具约束力。

## 9. **Language 语言**

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.

本授权书之中文译本只供参考之用。如本授权书之中英文本有任何歧异，概以英文本为准。

SCHEDULE I 附录 I

Authorised Signatory(ies) for Accounts, Products and Additional Services 「户口」、「产品」及「额外服务」的被授权签署人

	Full Name in <b>BLOCK LETTERS</b> 全名(以英文正楷填写)	H.K.I.D. / Passport No. 香港身份证/护照号码	Position 岗位	Specimen Signature(s) 签署式样
1				
2				
3				
4				
5				
6				
7				
8				

Signing Instruction 签署指示

- ☐ Any \_\_\_\_ of \_\_\_\_ 签署 \_\_\_\_ 式凭 \_\_\_\_ 式  
☐ Other special signing instruction(s) 其他特别签署指示

Impress of Company's Chop 公司印章式样

(Please provide if signing instruction requires company's chop) (Company Chop only)  
如签署指示要求公司印章，请提供式样

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.  
注：如在授权书附录的“签署指示”项下被授权签署人被授予不同的授权额度，被授予最高授权限额 / 最高交易上限的被授权签署人，将视为被授权向本行给予有关不涉及金额的户口运作或不涉及金额的其他银行产品 / 服务的提供 / 运作的指示 (包括但不限于申请新增开立额外户口)。若 贵公司欲指定其他被授权签署人给予本行以上所述不涉及金额的指示，请在上述“签署指示”内注明。

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 附录 II

NAMES AND DETAILS OF DELEGATED PERSONS FOR CONFIRMATION 被授权确认人之姓名及资料如下

Name 姓名	H.K.I.D. / Passport No. 香港身份证/护照号码	Telephone Number * 电话号码 *

\* Please use the Company's telephone number kept in the Bank's record and the telephone number stated in this column (if any).  
请使用本公司于贵银行存盘的电话号码及本栏所载的电话号码（如有）。

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

## CERTIFICATION 证明书

I HEREBY CERTIFY that 本人兹证明:

- (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;  
前述各项决议均属登录于本公司会议记录册内的决议纪录的真实副本, 该等决议亦已按照本公司之组织章程细则 (或其他组织文件, 如适用) 于本公司董事会于\_\_\_\_\_年\_\_\_\_\_月\_\_\_\_\_日召开之会议获得通过;
- (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权书所需的同意及批准, 不论是就本公司组织章程细则 (或其他组织文件, 如适用)、基金有限合伙协议、其他的基金 (及普通合伙人) 组织文件或所有适用法律、法规、规定、指示、指引或其他项下需要获取的, 均已取得并全面有效。  
\*\*\*Applicable if the General Partner is a limited partnership.  
\*\*\*适用于作为有限合伙的普通合伙人
- (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  
前述向贵银行提供之被授权签署人、其签署式样及公司印章 (如适用) 之式样均属正确及真实; 及
- (d) the names of the Delegated Person(s) for Confirmation, as supplied to the Bank are correct.  
前述向贵银行提供之被授权确认人的姓名均属正确。

Dated 日期: \_\_\_\_\_

Signed by the Chairman of the Meeting 会议主席签署

The following certified true copy of current documents are sent herewith 现附上下列文件的经核证为真实的副本:

- Articles of Association (or other constitutional documents, as applicable) and amending resolutions (if any).  
组织章程细则 (或其他组织文件, 如适用) 及任何修订决议
- Certificate of Incorporation.  
公司注册证书
- Business Registration Certificate.  
商业登记证
- Particulars of the Company's Directors and Secretary.  
公司董事或秘书的个人资料
- Company's Register of Directors.  
公司董事登记册
- LPA, as may be amended and restated from time to time.  
基金的有限合伙协议 (经不时修订)
- The Fund's certificate of incorporation, certificate of registration (or other similar document) and business registration certificate (if applicable).  
基金成立证书、注册证书 (或其他类似设立文件) 及基金商业登记证 (如适用)
- Section 9 Statement of the Fund (and Section 10 Statements) (if applicable).  
第9条情况说明 (及第10条情况说明) (如适用)
- The Fund's register of partners.  
基金合伙人名册]\*\*

OR或

- [6. LPA and the GP LPA, each as may be amended and restated from time to time;  
各基金及普通合伙人的有限合伙协议 (经不时修订);
- (7. 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).  
各基金及普通合伙人的成立证书、注册证书 (或其他类似设立文件) 及基金商业登记证 (如适用);
8. Each of the Fund's and the General Partner's Section 9 Statement (and Section 10 Statements) (if applicable).  
各基金及基金合伙人的第9条情况说明 (及第10条情况说明) (如适用);
9. Each of the Fund's and the General Partner's register of partners;  
各基金及基金合伙人的合伙人名册]\*\*\*;

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

\*\*适用于作为公司的普通合伙人

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

\*\*\*适用于作为有限合伙的普通合伙人

10. Investment management agreement in respect of the Fund.

有关基金的投资管理协议

(All amendments must be initiated by the Chairman)

(所有更改必须由主席简签)

### FOR BANK USE ONLY 银行专用

Signature Verified / Witnessed By 核对印鉴/见证	Opened By 开户	Approved By 核准