

Welcome to Standard Chartered Bank Commercial Banking

Standard Chartered welcomes this opportunity to provide account services for your business needs.

Account Opening Documentation

This Account Opening Pack includes all the necessary forms you need to complete and a documentation checklist to assist with the account opening requirements.

At this point we would like to inform you that the documentation we request from you (as indicated in checklist) is a necessary requirement, prescribed by local laws and regulations and/or international standards.

Such documentation helps the bank with its "Customer Due Diligence" (CDD) policy and is an integral part of global effort to combat money laundering, terrorist financing, and fraudulent activity.

We seek your understanding and cooperation in furnishing the required documents and appreciate your time and effort in doing so.

Again, we welcome this opportunity to provide our services to you. If you have any questions on this Account Opening Pack, please contact your Relationship Manager or local branch.

Standard Chartered - leading the way in Asia, Africa and the Middle East

Standard Chartered has an extensive global network of over 1,200 branches in 56 countries in the Asia Pacific Region, South Asia, the Middle East, Africa, the United Kingdom and the Americas. As one of the world's most international banks, Standard Chartered employs over 50,000 people, representing 90 nationalities, worldwide.

Standard Chartered provides services in Trade Finance, Cash Management, Lending, Securities Services, Foreign Exchange, Debt Capital Markets, and Corporate Finance. We are well established in growth markets and aim to be the Right Partner for our Customers, combining deep local knowledge with global capability to offer wide range of innovative products.

Please complete in **BLOCK LETTERS** and "√" or "x" where applicable

EXISTING RELATIONSHIP WITH STANDARD CHARTERED BANK

Existing relationship with Standard Chartered Bank _____ Country _____
 Group name to which the applicant belongs _____

OTHER BANK'S DETAILS (IF ANY)

Branch/Country: _____ Account No: _____	<input type="checkbox"/> Deposit <input type="checkbox"/> Investment <input type="checkbox"/> Transaction <input type="checkbox"/> Loan Loan Type: _____ Amount: _____ Monthly Installment: _____ Outstanding Amount: _____
Branch/Country: _____ Account No: _____	<input type="checkbox"/> Deposit <input type="checkbox"/> Investment <input type="checkbox"/> Transaction <input type="checkbox"/> Loan Loan Type: _____ Amount: _____ Monthly Installment: _____ Outstanding Amount: _____

FINANCIAL DECLARATION

Annual Sales Amount (USD): _____ Net Profit (USD): _____
 Transaction with overseas (Country): _____

Transactions per month:

Transaction Types	Anticipated No. of Transactions per month			Anticipated Total Amount (USD) per month		
Deposits	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-50	<input type="checkbox"/> >50	<input type="checkbox"/> <500,000	<input type="checkbox"/> 500,000 =< 1,000,000	<input type="checkbox"/> >= 1,000,000
Withdrawals	<input type="checkbox"/> 0-10	<input type="checkbox"/> 11-50	<input type="checkbox"/> >50	<input type="checkbox"/> <500,000	<input type="checkbox"/> 500,000 =< 1,000,000	<input type="checkbox"/> >= 1,000,000

Reason and Purpose for Opening Account at Standard Chartered Bank:
 Investment Loan Repayment Payroll Overdraft Facility Business Transaction Others: Please Specify _____

Source of Funds to pass through the account:
 Business Income Commission Return on Investment Others: Please Specify _____

ACCOUNT DETAILS

FOR BANK USE ONLY

Saving Account	<input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> ZAR <input type="checkbox"/> BWP <input type="checkbox"/> Others: Please specify _____ Initial Deposit: _____	Account Number: _____ Product Code: _____ Cr. Int. Indicator: <input type="checkbox"/> Yes <input type="checkbox"/> No Account Classification: _____ Dr. Int. Indicator: <input type="checkbox"/> Yes <input type="checkbox"/> No GL Department ID: _____ Cr. Int. Product Code: _____ Interest Code: _____ Dr. Int. Product Code: _____ Advise Int. Indicator: _____
Current Account	<input type="checkbox"/> USD <input type="checkbox"/> Others: Please specify _____ Initial Deposit: _____	Account Number: _____ Product Code: _____ Cr. Int. Indicator: <input type="checkbox"/> Yes <input type="checkbox"/> No Account Classification: _____ Dr. Int. Indicator: <input type="checkbox"/> Yes <input type="checkbox"/> No GL Department ID: _____ Cr. Int. Product Code: _____ Interest Code: _____ Dr. Int. Product Code: _____ Advise Int. Indicator: _____
Others: Please specify type of account	<input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> ZAR <input type="checkbox"/> BWP <input type="checkbox"/> Others: Please specify _____ Initial Deposit: _____	Account Number: _____ Product Code: _____ Cr. Int. Indicator: <input type="checkbox"/> Yes <input type="checkbox"/> No Account Classification: _____ Dr. Int. Indicator: <input type="checkbox"/> Yes <input type="checkbox"/> No GL Department ID: _____ Cr. Int. Product Code: _____ Interest Code: _____ Dr. Int. Product Code: _____ Advise Int. Indicator: _____

Initials

/

Please complete in **BLOCK LETTERS** and "√" or "x" where applicable

DEPOSIT DETAILS		FOR BANK USE ONLY
Fixed Deposit <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> BWP <input type="checkbox"/> Others: Please specify _____ <input type="checkbox"/> ZAR Deposit Amount: _____ <input type="checkbox"/> By Cash Deposit <input type="checkbox"/> Transfer from A/C No.: _____ <input type="checkbox"/> By Cheque No.: _____ On Bank: _____ Tenor: <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months <input type="checkbox"/> Others: Please specify _____ Upon the maturity date, the principal to be: <input type="checkbox"/> Auto roll over <input type="checkbox"/> Credit to SCB A/C No.: _____ <input type="checkbox"/> Others Please specify _____ Interest to be: <input type="checkbox"/> Auto roll over <input type="checkbox"/> Pay on maturity <input type="checkbox"/> Credit to SCB A/C No.: _____ <input type="checkbox"/> Others Please specify _____	Deal Number: _____ Deal Type: _____ GL Dept. ID: _____ Interest Rate: _____ Effective Date: <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	
Others: Please specify type of deposit <input type="checkbox"/> USD <input type="checkbox"/> EUR <input type="checkbox"/> GBP <input type="checkbox"/> BWP <input type="checkbox"/> Others: Please specify _____ <input type="checkbox"/> ZAR Deposit Amount: _____ <input type="checkbox"/> By Cash Deposit <input type="checkbox"/> Transfer from A/C No.: _____ <input type="checkbox"/> By Cheque No.: _____ On Bank: _____ Tenor: <input type="checkbox"/> 1 week <input type="checkbox"/> 2 weeks <input type="checkbox"/> 1 month <input type="checkbox"/> 3 months <input type="checkbox"/> 6 months <input type="checkbox"/> 12 months <input type="checkbox"/> Others: Please specify _____ Upon the maturity date, the principal to be: <input type="checkbox"/> Auto roll over <input type="checkbox"/> Credit to SCB A/C No.: _____ <input type="checkbox"/> Others Please specify _____ Interest to be: <input type="checkbox"/> Auto roll over <input type="checkbox"/> Pay on maturity <input type="checkbox"/> Credit to SCB A/C No.: _____ <input type="checkbox"/> Others Please specify _____	Deal Number: _____ Deal Type: _____ GL Dept. ID: _____ Interest Rate: _____ Effective Date: <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> / <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/>	

ACCOUNT STATEMENTAccount Statement is to be sent **monthly** and commencing date to be arranged by the Bank, unless specified below:

Other Frequency: Daily Weekly Quarterly Others:
Please specify _____

Delivery Channel: Mail E-mail* Others:
(Please specify) _____

* subject to additional terms and conditions

Monthly Consolidated Statement to be delivered: Yes No**NAME OF HOLDING/ ASSOCIATED/ SUBSIDIARY COMPANY IN ZIMBABWE AND ABROAD**

Name: _____ Holding Company Associated Company Subsidiary Company

Group Name in which the applicant belongs to: _____

Residence Abroad: _____ Resident Status: Resident Non-Resident
(Please specify) _____

OTHER SERVICES REQUIRED
 Call Centre(sme only)
(Please provide password) Numerical Characters
Initials
_____/_____

Please complete in **BLOCK LETTERS** and "√" or "x" where applicable

DECLARATION

We apply to open the above Account(s) with Standard Chartered Bank (the "Bank"). We represent that the information provided by us in this form and in any other document(s) provided by us to the Bank is true, accurate and complete. We acknowledge that the Bank may decline our application without providing any reason in which event no contractual relationship will arise between the Bank and us. We further acknowledge that we have received, read and understood the Bank's prevailing General Account Terms, applicable Country Supplement and the terms contained in this form and we agree to be bound by them in connection with all Accounts opened by us with the Bank. We further agree to be bound by any additional terms and conditions governing any facilities, products and/or services offered by the Bank as we may apply for and/or utilise from time to time.

Tick box if the Bank should NOT act on any instruction (including contingency) received by Fax

X

Approving Signatory

Name: _____

Designation: _____

Date:

/ /

X

Approving Signatory

Name: _____

Designation: _____

Date:

/ /

FOR BANK USE ONLY

Relationship No. :

Master No.:

Date Account

Opened:

/ /

Relationship

Constitution Code		Risk Code	
Statement Language		Risk Reason	
Service Indicator Code		Assigned Reason Codes	
		CDD Status	<input type="checkbox"/> Completed <input type="checkbox"/> Not Completed <input type="checkbox"/> Deficient

Master

Branch Code		ARM1/ Segment Code	
Customer Segment		Customer Type	
Inter Group		Affiliated Code	
Ultimate Country Code		ISIC1	
Institution Classification		Residency Classification	
Operating Instruction		Credit Risk Grade	
Regulatory code			
Effective Date	<input type="text" value="D"/> <input type="text" value="D"/> / <input type="text" value="M"/> <input type="text" value="M"/> / <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>	Annual Review Date	<input type="text" value="D"/> <input type="text" value="D"/> / <input type="text" value="M"/> <input type="text" value="M"/> / <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/> <input type="text" value="Y"/>

Verified by (ARM Name): _____

Signature: _____

Peoplewise ID: _____

Static Data Input By: _____

Validated By: _____

Initials
____ / ____

To: Standard Chartered Bank (the "Bank")

Date:

D	D	/	M	M	/	Y	Y	Y	Y
---	---	---	---	---	---	---	---	---	---

We, being the company secretary/director(s)/partner(s)/member(s)/trustee(s)/legal representative(s) of the Client, hereby certify that the resolutions set out below are a true extract of the resolutions of the board of directors/members/trustees/partners of the Client passed with effect from the date shown below.

Authorised Signatory

Name: _____

Designation: _____

Authorised Signatory

Name: _____

Designation: _____

Name of the Company/Institution/Partnership (the "Client").	
Country of Incorporation/Establishment:	
Registration Number:	
Date of the Resolutions:	

RESOLUTIONS

It was resolved that:

- The Approving Signatories as listed in Part A of the Schedule hereto may from time to time in their absolute discretion, on behalf of and in the name of the Client:
 - open bank accounts of any type with the Bank
 - sign and deliver any account opening or cash management (including electronic client access services) documentation as required from time to time.
 - bind the Client to the Bank's General Account Terms, the applicable Country Supplement and cash management (including electronic client access services) documentation as amended from time to time.
 - amend the list of Authorised Signatories as specified in Part B of the Schedule.

RESOLUTIONS (e) AND/OR (f) WILL APPLY UNLESS DELETED

- arrange with the Bank for advances to the Client by way of discount, loan, overdraft, or otherwise, and for the granting of credits and the issue of guarantees by the Bank from time to time and to sign on behalf of the Client any form of deposit and withdrawal, Memorandum of Deposit, Letter of Trust, Mortgage, or any other grant of security whatsoever relating to any securities or property or document of title relating thereto to secure any advances, obligations, undertakings, instructions, guarantees, indemnities and counter-indemnities, and any other documents which may be required by the Bank in connection with such facilities insofar as they are not by their nature required to be executed under the Common Seal of the Client.
- sign and deliver an ISDA Master Agreement, whether with or without a Credit Support Annex, or any other master agreements and other documents in relation to foreign exchange transactions, swaps, options and other derivatives transactions, securities dealing (including, without limitation, repurchase and securities lending transactions), money market transactions and collateral or margin arrangements relating to such transactions between the Bank and the Client, and enter into any financial transaction of a type from time to time offered by the Bank ("Transactions"), whether orally, in writing or through an electronic messaging or system and bind the Client to the terms agreed for each Transactions.

IMPORTANT INFORMATION: Resolutions 1(e) and 1(f) above are intended to allow the Approving Signatories to sign up to borrowing facilities or any other service or product which the Client may wish to use or buy from the Bank now or at any time in the future. If resolution 1(e) and/or 1(f) are excluded from this Mandate, the Client may need to provide fresh board resolutions each time it wishes to sign up to a new service or product.

- The Approving Signatories as listed in Part A of the Schedule may from time to time in their absolute discretion, delegate any of their authority or powers referred to in resolution 1 above to any one or more persons specified and revoke any such delegation.
- The Authorised Signatories as listed in Part B of the Schedule hereto may from time to time in their absolute discretion, on behalf of and in the name of the Client:
 - bind the Client to the Bank's General Account Terms and the applicable Country Supplement as amended from time to time and any terms for cash management services and products (including electronic client access services) agreed with the Bank from time to time.
 - sign (i) instructions in writing for the payment of money, or the dealing of securities, to and from any account maintained by the Client with the Bank, (ii) payment instruments in the form of cheques, drafts, money orders, cashier's order or other similar instrument, (iii) confirmation of Transactions and (iv) instructions in writing in respect of the settlement or performance of Transactions, including, without limitation, notices exercising any option or other right of election under any Transaction.
- Any step already taken by the Authorised Signatories as contemplated by resolutions 1, 2, and 3 above be and is hereby ratified by the Client.
- These resolutions will remain in force unless and until the Client delivers to the Bank a new resolution revoking, amending, or superseding these resolutions.

FOR BANK USE ONLY

Verified By (ARM Name): _____

ARM Signature: _____

_____ Branch

NEW APPOINTMENT DELETION CHANGES

FOR BANK USE ONLY

Account Name: _____
Insert FULL legal name exactly as it appears in the Constitutional Documents

Account No.: _____ Submission Date: / /

Part A - Approving Signatories

Draw a line through any unused space

Please tick one

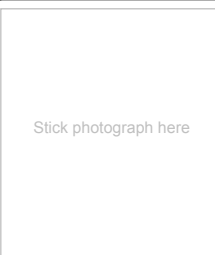
Any one to sign

Any two to sign

Other (insert details below)

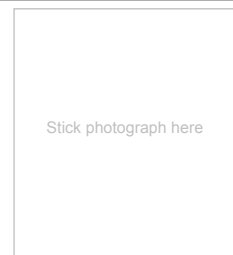
If you check "other", describe the alternative method of operation in the special instructions below:

Specimen Signature



Name: _____
 Designation: _____
 ID/Passport No.: _____
Contact Details
 Home: _____ Mobile: _____
 Office: _____ Fax: _____

Specimen Signature



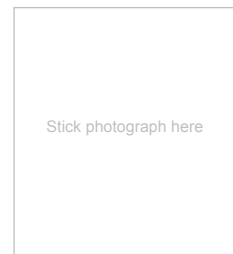
Name: _____
 Designation: _____
 ID/Passport No.: _____
Contact Details
 Home: _____ Mobile: _____
 Office: _____ Fax: _____

Specimen Signature



Name: _____
 Designation: _____
 ID/Passport No.: _____
Contact Details
 Home: _____ Mobile: _____
 Office: _____ Fax: _____

Specimen Signature



Name: _____
 Designation: _____
 ID/Passport No.: _____
Contact Details
 Home: _____ Mobile: _____
 Office: _____ Fax: _____

SPECIAL INSTRUCTIONS

FOR BANK USE ONLY

Verified By (ARM Name): _____ ARM Signature: _____

_____ Branch

NEW APPOINTMENT DELETION CHANGES

FOR BANK USE ONLY

Account Name: _____
Insert FULL legal name exactly as it appears in the Constitutional Documents

Account No.: _____ Submission Date: / /

Part B - Authorised Signatories Draw a line through any unused space	Please tick one <input type="checkbox"/> Any one to sign <input type="checkbox"/> Any two to sign <input type="checkbox"/> Other (insert details below) If you check "other", describe the alternative method of operation in the special instructions below:
Specimen Signature <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; color: lightgray;">Stick photograph here</div> Name: _____ Designation: _____ ID/Passport No.: _____ Contact Details Home: _____ Mobile: _____ Office: _____ Fax: _____	Specimen Signature <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; color: lightgray;">Stick photograph here</div> Name: _____ Designation: _____ ID/Passport No.: _____ Contact Details Home: _____ Mobile: _____ Office: _____ Fax: _____
Specimen Signature <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; color: lightgray;">Stick photograph here</div> Name: _____ Designation: _____ ID/Passport No.: _____ Contact Details Home: _____ Mobile: _____ Office: _____ Fax: _____	Specimen Signature <div style="border: 1px solid black; width: 100px; height: 100px; margin: 0 auto; text-align: center; color: lightgray;">Stick photograph here</div> Name: _____ Designation: _____ ID/Passport No.: _____ Contact Details Home: _____ Mobile: _____ Office: _____ Fax: _____

SPECIAL INSTRUCTIONS

If there is insufficient space, please provide the full list of authorised signatories on a separate schedule on Client letterhead.

Name(s) and Signature(s) of person(s) duly authorised to appoint Signatories

Only required if submitted for new appointments, deletions, changes after taking the mandate:

Date: / /

FOR BANK USE ONLY

Verified By (ARM Name): _____ ARM Signature: _____

General Account Terms

This document's reference is GAT.JULY.2006.

These are the General Account Terms referred to and incorporated in an Account Opening Form from the Client addressed to the Bank.

1. DEPOSITS

1.1 Cash Deposits: Subject to clause 1.3 (Reversal of credits), the Bank will credit the relevant Account with an amount equal to any Cash Deposit in accordance with the Bank's normal practice in the Jurisdiction.

1.2 Non-Cash Deposits

- (a) Provided the named payee of any Non-Cash Deposit matches the name of the Client and subject to clause 1.3 (Reversal of credits), the Bank will credit the relevant Account with an amount equal to any Non-Cash Deposit in accordance with the Bank's normal practice in the Jurisdiction.
- (b) The Bank may decline to make a Collection in relation to any Non-Cash Deposit and will Notify the Client as soon as practicable if it so determines.
- (c) Subject to sub-clause (b) above, the Bank will act only as the Client's agent for Collection in relation to a Non-Cash Deposit.

1.3 Reversal of credits: The Bank may without prior notice to the Client cancel, reverse or debit all or part of any credit (including interest, if any, paid by the Bank on such credit) made in relation to any Deposit:

- (a) to correct a mistake;
- (b) where an Account has been credited but the Bank does not obtain cleared and unconditional funds relating to the relevant Non-Cash Deposit in full or promptly for any reason;
- (c) in relation to a Non-Cash Deposit, where the Bank is required to return the money to the relevant payer/drawer or paying bank or other financial institution for any reason; or
- (d) where it has reasonable grounds for doing so. The Bank will Notify the Client as soon as is practicable of any such cancellation, reversal or debit.

1.4 Different currencies:

Where the currency of a Deposit is different from the relevant Account Currency, before crediting the relevant Account, the Bank may convert the Deposit into the Account Currency at the Bank's prevailing exchange rate or, in the absence of a prevailing exchange rate, such other exchange rate as the Bank may reasonably specify.

The Client will pay any fee which the Bank usually charges for such a conversion.

1.5 Other bank's fees: The Client will pay any commissions, fees, interest or other charges imposed by any bank or other financial institution on the Client or the Bank in relation to any Account Transaction.

2. WITHDRAWALS

2.1 Withdrawals: Subject to these Terms, the Bank will allow a Withdrawal from an Account (and honour any relevant Payment Instrument) provided that:

- (a) there is sufficient credit balance in the Account at the time the Withdrawal is made or is to be acted on by the Bank;
- (b) the relevant Payment Instrument is drawn in a form specified or provided by the Bank; and
- (c) the relevant Payment Instrument is properly completed, contains all the relevant information and appears on its face to be genuine.

2.2 Withdrawals only in Jurisdiction: Unless otherwise allowed by the Bank, the Client will only request a Withdrawal from an Account in the Jurisdiction.

2.3 Expiry of Payment Instruments: In accordance with the Bank's normal practice and the local laws and regulations in the Jurisdiction, the Bank may from time to time specify an expiry period in relation to a particular type of Payment Instrument (such period starting from the date of the Payment Instrument). The Bank may decline to honour any such Payment Instrument which is presented to it after the end of the relevant expiry period.

2.4 Debiting Accounts: Without prejudice to clause 14 (Set off), the Bank may at any time debit any Account with any amount due from the Client to the Bank.

2.5 Stopping cheques and cashier's orders: The Client may request the Bank to dishonour a cheque or a cashier's order which the Client has drawn on any Account. Such a request must be in writing and provide full details of the cheque or the cashier's order and be accompanied by any documents the Bank may require. Acceptance of such a request is not a representation by the Bank that the cheque or the cashier's order has not already been honoured or that there is sufficient time available to the Bank to act on the request. The Bank will use all reasonable efforts to dishonour or to stop further processing of the relevant cheque or cashier's order but will have no liability for any failure to do so.

2.6 Corrections by the Bank: The Bank may at any time without prior notice to the Client debit an Account to rectify any mistake.

3. OVERDRAFTS

3.1 No unauthorised overdrafts: The Client will ensure that no Account becomes overdrawn or, if the Bank has agreed an overdraft limit, becomes overdrawn in excess of that limit.

3.2 Overdraft requests: The Client may request the Bank in writing to apply an overdraft limit to any Account. If the Bank agrees to such a request, it may impose any conditions it wishes in addition to or different from these Terms. The Bank may cancel an overdraft limit at any time.

3.3 Automatic overdrafts: Notwithstanding any other provision of these Terms, in exercising any rights over any Account, including the right to debit any sum from an Account, the Bank may allow or cause an Account to go into overdraft without giving notice to the Client. The provisions of this clause 3 (Overdrafts) will apply to such an overdraft.

3.4 Repayment on demand: The Client will promptly repay all or any part of any debit balance on any Account on demand.

3.5 Interest: The Client will pay interest on any debit balance on an Account. Interest will be payable at the rate Notified by the Bank to the Client from time to time. Interest will accrue on a daily basis and be debited at such intervals as Notified by the Bank to the Client. Depending on the relevant currency, interest will be calculated on the basis of a 360 day year, a 365 day year or such other basis in accordance with the Bank's normal practice in the Jurisdiction.

4. ACCOUNT INFORMATION

4.1 Frequency and method: For each Account, the Bank will provide the Client with Account statements in a medium (whether paper, electronic or telephonic) and at such frequency as may be agreed between the Parties or, in the absence of such agreement, in accordance with the Bank's normal practice in the Jurisdiction.

4.2 Verification of Account information: The Client must verify the accuracy of Account statements, confirmations and advices it receives from the Bank and notify the Bank promptly, and in any case within thirty days of receipt, of any inaccuracies. Failure to do so will be deemed to constitute the Client's approval of the contents and the Bank will not be liable in relation to any inaccuracies.

4.3 Corrections by the Bank: The Bank may at any time correct any mistake in any Account statements, confirmations and advices provided to the Client and will promptly Notify the Client of the change.

4.4 Bank's records conclusive: The Bank's records in relation to the operation of an Account or any Account Transaction are conclusive except where an obvious mistake has been made.

5. CHARGES AND INTEREST ON CREDIT BALANCES

5.1 Charges: The Client will pay all charges in relation to any Account or Service as Notified by the Bank from time to time.

5.2 Payment of interest: The Bank will pay interest on credit balances in an Account where the Bank has expressly agreed to do so. The Bank will credit such interest to the Account at such times as the Bank may determine.

5.3 Notifying interest rates: Any interest payable by the Bank will be at the rate determined by the Bank from time to time and Notified to the Client.

6. INSTRUCTIONS

6.1 Instructions: All Instructions must be in accordance with the relevant Mandate and in such form and medium as agreed between the Parties.

6.2 Declining to act on Instructions: Where the Bank considers (acting in good faith) that any Instruction is an Affected Instruction, the Bank may decline to act on that Instruction. The Bank will not be liable to the Client or any other person for any Loss suffered as a result of the Bank declining to act upon an Affected Instruction. The Bank will notify the Client as soon as practicable if it declines to act on the Client's Instruction.

6.3 Instructions resulting in an overdraft: The Bank may refuse to act on any Instruction if it may result in a breach of clause 3.1 (No unauthorised overdrafts) and where more than one Instruction has been given the Bank may select which Instruction(s) to decline.

6.4 Security measures: The Bank may at any time implement any security and other procedures including the Bank's "know your customer" procedures for the verification of the identity of the Client and verification that any particular transaction is authorised by the Client.

6.5 Mandate: The Client will provide such Mandate(s) as the Bank may require from time to time. The Bank may rely on the contents of any Mandate and deal with, and accept any Instruction from, any authorised signatory specified in, and in accordance with, any Mandate.

6.6 Change in Mandate: The Client may provide the Bank with an amended or replacement Mandate from time to time. The Bank will be entitled to a reasonable period of time (of not less than seven Business Days from receipt of such notification) to process any such new Mandate, and in the meantime may continue to act in accordance with the old Mandate.

7. LIMITATION OF LIABILITY

7.1 Liability of the Bank: Save as a result of fraud by the Bank, the Bank will not be responsible or liable in any circumstances

- (a) any loss of profit, revenue, anticipated savings, business, contracts or goodwill or similar loss (whether direct, indirect or consequential);
- (b) any indirect or consequential Loss suffered or incurred by the Client for any reason whatsoever even if such Loss was reasonably foreseeable or the Bank had been advised of the possibility of such loss or damage; or
- (c) any direct Loss suffered or incurred by the Client unless such direct Loss (excluding the losses set out in sub-clause (a) above) are the direct result of the Bank's gross negligence or wilful misconduct.

7.2 Further limitation of liability: Notwithstanding clause 7.1 (Liability of the Bank), the Bank will not be liable for any Loss suffered or incurred by the Client arising in connection with:

- (a) any error, failure, interruption, delay or non-availability of services, goods, software, communication and other networks or information supplied to the Client or to the Bank by a third party or controlled by a third party or that the Client uses in connection with the Account(s) and/or the Services; or
- (b) any Force Majeure event.

7.3 Responsibility for Payment Instruments:

- (a) The Bank may from time to time post cheque book(s) to the Client. The Bank will not be liable in any way for the non-receipt of any cheque book(s) by the Client or the wrongful receipt and use of any cheque book by any third party.
- (b) In the case of Payment Instruments given to the Bank by the Client, the Client agrees that, except in cases of gross negligence or wilful misconduct on the part of the Bank (for which the Bank's liability will be limited to the face amount of the Payment Instrument):
 - (i) the Bank will not be responsible, and the Client will not make any claim or demand against the Bank, for any Loss the Client may suffer or incur; and
 - (ii) the Client will indemnify the Bank on demand against any Loss the Bank may suffer or incur, by reason of or in connection with:
 - (1) the Bank acting on any Payment Instrument that has been, or purports to have been, made by the Client or on the Client's behalf;
 - (2) any error contained in any Payment Instrument, irrespective of whether the error originated in the transmission or the receipt of the Payment Instruments; or
 - (3) any delays in the transmission or receipt of any Payment Instrument.

7.4 Action on Payment Instruments: The Bank will not be required to take or refrain from taking any action on any Payment Instrument except as provided in these Terms.

7.5 Use of agent or correspondent: The Bank may select any agent or correspondent to draw a Payment Instrument.

7.6 Notification to the Bank: The Client will not bring any claim against the Bank under these Terms or otherwise in accordance with any Account or any Service (and hereby waives its rights to do so) unless it has notified the Bank in writing of its intention to do so within six months after it has become aware of the material facts on which the claim is based.

8 CLIENT'S INDEMNITY

8.1 The Client will indemnify the Bank on demand against all Loss which the Bank may suffer arising from or in connection with any Account or the provision of any Service including any Loss resulting from:

- (a) any breach by the Client of its obligations under these Terms;
- (b) the Bank acting on any Instruction (including stop payment Instructions), save to the extent that such Loss is the direct result of the Bank's gross negligence, wilful misconduct or fraud.

9. TAXES

9.1 Payments to the Bank: All payments to the Bank shall be made in full, without set-off, counterclaim, deduction or withholding (including on account of any taxes). If any payment is subject to any such deduction or withholding required by law on account of any tax, the amount of the payment will be increased so that the amount of the payment received by the Bank after any such required deduction or withholding is equivalent to the amount otherwise payable.

9.2 Payments by the Bank: If the Bank is at any time required to pay any taxes, duties or other amounts on, or calculated by reference to, any sum received or receivable from the Client, the Client will promptly pay the Bank on demand an amount equal to such taxes, duties or other amounts paid or payable by the Bank.

10. DISCLOSURE OF INFORMATION

10.1 Confidentiality: Subject to clauses 10.2 (Consent to disclose) and 10.3 (Existing laws to apply), the Bank will treat all Relevant Information as confidential.

10.2 Consent to disclose: Without prejudice to any right of any Standard Chartered Group Member to disclose information as provided by general law or applicable legislation or regulation, the Client agrees that any Standard Chartered Group Member may disclose any Relevant Information to any Authorised Recipient, regardless of the country or territory in which the Authorised Recipient is located.

10.3 Existing laws to apply: This clause 10 (Disclosure of Information) is not, and will not be deemed to constitute, an express or implied agreement by the Bank with the Client for a higher degree of confidentiality than that which may be prescribed by the laws of the Jurisdiction.

11. DATA PROTECTION

The Client will notify each Relevant Data Subject that the Bank may from time to time collect and hold information relating to that Relevant Data Subject and will obtain the consent of that Relevant Data Subject for the Bank's use of such information in the course of its relationship with the Client (including operating any Account or providing any Service) or for any other reasonable purpose Notified by the Bank at any time.

12. PARTNERSHIPS

12.1 Liability: All partners (on a joint and several basis) or the sole proprietor (as the case may be) shall be:

- (a) bound by these Terms; and
- (b) liable for all debts and other liabilities owed by the Client to the Bank from time to time, notwithstanding any change in the persons who constitute the Client or a change of the name of the Client.

12.2 Cessation as partner: Any person who ceases to be a partner of the Client (whether as a result of death, retirement, resignation, replacement, addition, bankruptcy or otherwise) will remain liable for all debts and other liabilities owed by the Client to the Bank in accordance with clause 12.1(b) (Liability) which have accrued up to and including the date that such person ceases to be a partner.

12.3 Continued dealings: Without prejudice to clause 12.2 (Cessation as partner), if there is a change in the partners of the Client (whether as a result of death, retirement, resignation, replacement, addition, bankruptcy or otherwise), the Bank may, in the absence of written notice to the contrary, treat the remaining and/or new partner(s) as having full power to carry on the business of the Client, to deal with any Account and to continue the Client's use of any Service.

12.4 Notification of changes: The Client will promptly notify the Bank in writing of any change in the partners of the Client or change of the name of the Client.

13. AMENDMENT, SUSPENSION AND TERMINATION

13.1 Declining an Account Opening Form: The Bank may decline to open any Account for the Client. No contractual relationship will arise between the Client and the Bank in relation to or as a result of any Account Opening Form which is declined by the Bank.

13.2 Force Majeure: To the extent that it is prevented or restricted by a Force Majeure event from operating any Account, carrying out any request or Instruction from the Client or otherwise complying with any of its obligations under these Terms, the Bank may suspend the operation of that Account, postpone the carrying out of any such request or Instruction or suspend any such obligation until the contingency is removed. The Bank will, if it is practicable to do so, take reasonable steps to remove or mitigate the effect of any Force Majeure event.

13.3 Closure of Accounts: The Bank may at any time without prior notice suspend or close any Account and the Bank will not be liable to the Client or any other person for Loss suffered or incurred by the Client or such other person as a result of the Bank acting pursuant to this clause 13.3 (Closure of Accounts). The Bank will Notify the Client as soon as practicable of any such suspension or closure (excluding any temporary suspension). The Client may close any Account upon two Business Days prior written notice. Upon closure of an Account, the Bank will pay the Client an amount equal to the credit balance (if any) on that Account after deducting any sums due from the Client.

13.4 Termination of these Terms: Upon closure of all Accounts, either Party may terminate these Terms save that the provisions of clauses 7.1 (Liability of the Bank), 7.2 (Further limitation of liability), 7.6 (Notification to the Bank), 8 (Client's indemnity), 10 (Disclosure of information), 12.2 (Cessation as partner), 13.7 (Payment made after closure) and 14 (Set-off) shall survive the termination of these Terms.

13.5 Effect of closure or termination: Any Account closure or the termination of these Terms will not affect any rights or obligations of the Parties which may have accrued on or before the date of closure or termination (as the case may be).

13.6 Return of Bank property: All cheque books, ATM cards and other materials provided by the Bank to the Client in relation to the Accounts remain the property of the Bank at all times and must be returned to the Bank on demand and upon any Account closure or the termination of these Terms.

13.7 Payment made after closure: If the Bank acts on any Withdrawal from an Account after it has been closed any sum so paid by the Bank will constitute a debt due by the Client to the Bank payable on demand.

13.8 Unclaimed credit balances: No interest will accrue on any unclaimed credit balance on an Account which has been closed, suspended or designated as dormant by the Bank in accordance with its normal practice.

13.9 Conversion of Account: The Bank may at any time without notice convert one type of Account into another type of Account.

13.10 Amendment of Terms: The Bank may amend these Terms at any time by Notifying the relevant amendments and the Client will be bound by any such amendments immediately upon such Notification.

14. SET-OFF

The Bank may at any time and without notice to the Client combine, consolidate or merge all or any of the Accounts or may set-off any obligation whatsoever due from the Client to the Bank (whether in relation to any Account, Account Transaction, Service or otherwise) against any obligation whatsoever due from the Bank to the Client (whether in relation to any Account, Account Transaction, Service or otherwise), regardless of the place of payment, which branch or branches of the Bank is/are involved, or currency of either obligation. If the obligations are in different currencies, the Bank may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off. "Obligation" when used in this clause 14 (Set-off) includes any obligation whether matured or unmatured, actual or contingent, present or future. If the amount of any such obligation is unascertained, the Bank may estimate the amount for the purposes of the set-off. The Bank may accelerate the maturity of any fixed term deposit in order to exercise any right of set-off.

15. ASSIGNMENT AND TRANSFER

15.1 Assignment by the Bank: The Bank may assign any or all of its rights under these Terms or in relation to any Account or Service to any person at any time, without the prior written consent of the Client and without any obligation on the part of the Bank or any assignee to give prior or subsequent notice of any such assignment to the Client.

15.2 Transfer of rights and obligations by the Bank: The Bank may transfer or novate any or all its rights and/or obligations under these Terms or in relation to any Account or Service to any person at any time, without the prior written consent of the Client. The Client will promptly upon request execute such transfer or novation documentation as the Bank may reasonably require.

15.3 Assignment and transfer by the Client: The Client is not entitled to assign any of its rights or transfer or novate any of its rights or obligations under these Terms or in relation to any Account or Service.

15.4 No security: The Client will ensure that it remains the beneficial owner of all credit balances held from time to time in each Account and will not grant any proprietary, security or other interest in any Account and any credit balance thereof.

16. NOTICES AND COMMUNICATIONS

16.1 Addresses: The address and fax number of each Party for any notice, communication or document to be made or delivered under or in connection with these Terms, any Account or any Service will be that which is notified to the other Party in writing and any substitute address or fax number will only become effective on reasonable advance written notice.

16.2 Delivery:

(a) Any communication or document made or delivered by the Bank to the Client under or in connection with these Terms, any Account or any Service will only be effective:

- (i) if by way of fax, at the time of transmission (a fax transmission report that the fax has been transmitted to the addressee shall be proof of service); or
 - (ii) if by way of letter, when it has been delivered by hand at the relevant address or five Business Days after being posted to the Client.
- (b) Any communication or document to be made or delivered to the Bank will be effective only when actually received by the Bank in legible form and then only if it is expressly marked for the attention of the department or officer identified by the Bank (or any substitute department or officer as the Bank Notifies).

16.3 Communications other than by letter:

- (a) The Bank may act on Instructions received verbally (including by telephone), by fax, telex, email or other form of electronic communication. The Bank may require from the Client confirmation in the Bank's specified form before acting on such Instructions.
- (b) Any security identification numbers issued by the Bank for use by the Client in communicating or giving Instructions to the Bank are dispatched to the Client at its own risk and the Client undertakes to keep such numbers strictly confidential.
- (c) The Client acknowledges the risks in communicating or giving Instructions to the Bank verbally or via fax, telex, email or other form of electronic communication. Such risks include delay, non-receipt (including due to any technical malfunction in either Party's systems), third party interception, interference and data corruption. Provided that the Bank believes the relevant communication or Instruction to be genuine and complete, the Bank may act upon or otherwise rely on such communication or Instruction and the Client will bear such risks and will not hold the Bank liable for any Loss which the Client may suffer or incur or other consequences of the Bank acting or otherwise relying upon any such communication or Instruction.

17. GENERAL

17.1 Partial invalidity: If, at any time, any Term is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining Terms nor the legality, validity or enforceability of such Term under the law of any other jurisdiction will in any way be affected or impaired.

17.2 Remedies and waivers: No failure or delay by the Bank in exercising any right or remedy under these Terms will operate as a waiver, nor will any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights provided in these Terms are cumulative and not exclusive of any rights provided by law.

17.3 Amendments and waivers: Save where it is provided in these Terms that a Term may be amended or waived by way of notification, a Term may only be amended in writing by the Parties or waived in writing by the relevant Party.

17.4 Successors and assigns: These Terms will be binding on and be for the benefit of the Bank and the Client and the Bank's successors and permitted assigns.

17.5 Entire agreement: These Terms set out the entire agreement between the Client and the Bank in relation to any Account and supersede all prior agreements and terms relating to any Account(s) to which the Client is bound.

17.6 Additional terms: These Terms shall be read together with any additional terms governing any Services utilised by the Client from time to time and to which the Client is bound.

17.7 Compliance undertaking: The Client will comply with:

- (a) these Terms;
- (b) any instructions or requests issued by the Bank from time to time in relation to any operational or technical matters or generally in relation to any Account(s) or Service (including any relevant security measures and "know your customer" procedures implemented by the Bank); and
- (c) all laws and regulations of any jurisdiction which apply to any Account(s) or the Client's use of any Service.

17.8 No representation: The Client confirms that it has not relied on any representation, warranty, promise, statement of opinion or other inducement made or given by or on behalf of or purportedly by the Bank in applying for any Account.

17.9 Representation by financial institution: Where the Client is a financial institution acting on behalf of a third party (whether as agent or intermediary or otherwise), the Client represents to the Bank that:

- (a) it has performed all requisite "know your customer" and other anti-money laundering due diligence on such third party (including verification of such third party's identity and source of funds and the nature of such third party's transactions in accordance with its own internal policies and all applicable laws and regulations and is satisfied with the results of such due diligence;
- (b) it will continue to perform ongoing due diligence on such third party to ensure that such "know your customer" data remains up to date; and
- (c) it has the appropriate processes in place to detect and report any suspicious activity involving such third party.

17.10 Certificates and determinations: Except where an obvious mistake has been made any certification or determination by the Bank of a rate or amount due by the Client to the Bank will be conclusive.

17.11 Business Day convention: The Bank is not obliged to operate any Account, act on any Account Transaction or perform any Service on a day which is not a Business Day. If any of the foregoing is due to be carried out on a day which is not a Business Day, it will be carried out on the next Business Day.

17.12 Information: The Client will promptly provide such information as the Bank may reasonably request from time to time.

17.13 Third party rights: Unless expressly provided to the contrary in these Terms, a person who is not a Party has no right under any applicable third parties contract rights legislation or law to enforce or to enjoy the benefit of these Terms and the consent of any person who is not a Party is not required to rescind or vary any Term at any time.

17.14 Inconsistencies

- If there is an inconsistency between the General Account Terms and those in an Account Opening Form, the General Account Terms will prevail to the extent of the inconsistency.
- If there is an inconsistency between the General Account Terms and the Country Supplement, the Country Supplement will prevail to the extent of the inconsistency.
- If there is an inconsistency between these Terms and any of the terms and conditions referred to in clause 17.6 (Additional terms), those terms and conditions referred to in clause 17.6 (Additional terms) will prevail to the extent of the inconsistency.
- If there is any inconsistency between the English version of these Terms and a translation of such version, the English version of these Terms will prevail to the extent of the inconsistency.

17.15 No requirement to give reasons: In exercising any right or discretion under these Terms, the Bank is not obliged to provide the Client with reasons for its decision.

17.16 Independent advice: The Bank is entitled to assume, and to rely on such assumption, that the Client has obtained independent legal, tax, financial and other advice in relation to any Account or Service and the Bank does not owe any advisory, fiduciary or similar duties to the Client.

17.17 Fee sharing arrangement: Where the Client has been introduced to the Bank by another bank or financial institution or where, with the Client's prior consent, the Bank introduces the Client to another bank or financial institution, the Bank may enter into a fee sharing arrangement with such financial institution or bank. Details of any fee sharing arrangement will be made available upon the Client's request.

17.18 Telephonic recording: The Bank may record telephone conversations between the Bank and the Client and, subject to the provisions of applicable law, the Client agrees that any such recording or transcript may be used in resolving any dispute between the Bank and the Client.

17.19 Waiver of immunity: The Client waives generally all immunity whether on the basis of sovereignty or otherwise) it or its assets or revenues may otherwise have now or in the future in any Jurisdiction or other country or territory.

17.20 No breach: Nothing in these Terms shall oblige the Bank to do or omit to do anything if it would or might in the Bank's reasonable opinion constitute a breach of any applicable law, regulation, order or sanction of any regulatory, supervisory, governmental or quasi-governmental authority.

SCHEDULE 1

Definitions and interpretation

1. DEFINITIONS

In these Terms and any Account Opening Form:

"Account" means a bank account (including any sub-account thereof) held in the name of the Client with the Bank denominated in a specified currency and of a specified type (including current and deposit accounts).

"Account Currency" means, in relation to an Account, the currency in which that Account is denominated.

"Account Opening Form" means, in relation to an Account or Accounts, an account opening form addressed to the Bank signed by the Client in a form specified by the Bank from time to time.

"Account Transaction" means any Deposit, Collection, Withdrawal or other transaction related to an Account.

GAT 08/ 2010

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"Affected Instruction" means an Instruction which the Bank determines is ambiguous, conflicting, erroneous, not authentic, unauthorised, is or would be illegal or in violation of any applicable law, regulation, order or sanction, or is in a form or containing such content which does not comply with the requirements of the Bank as Notified from time to time.

"ATM" means an automated teller machine or terminal, howsoever called, providing automated banking services (such as cash withdrawals, cash or cheque deposits or bill payments) which is accessed by a Client using an ATM card issued by the Bank.

"Authorised Recipient" means:

- any Standard Chartered Group Member;
- any agent or independent contractor of any Standard Chartered Group Member which is under a contractual obligation of confidentiality to that Standard Chartered Group Member;
- any actual or potential assignee, novatee, transferee, participant or sub-participant (or any agent, adviser, actual or potential shareholder, bond holder or investor, in or of any of the foregoing) in relation to any of the Bank's rights and/or obligations under these Terms or any other agreement;
- any rating agency, insurer or insurance broker of, or any direct or indirect provider of credit protection to, any Standard Chartered Group Member;
- any regulatory, supervisory, governmental or quasi governmental authority which has jurisdiction over any Standard Chartered Group Member;
- any Client Group Member; or
- any person to whom the relevant Standard Chartered Group Member is required by law or competent court or tribunal to make disclosure.

"Bank" means the bank identified in the relevant Account Opening Form.

"Business Day" means a day on which the Bank is open for the transaction of ordinary banking business in the Jurisdiction.

"Cash Deposit" means a Deposit made by cash or electronic transfer.

"Client" means the person identified in the relevant Account Opening Form(s) and in whose name an Account is opened and maintained with the Bank.

"Client Group Member" means the Client and any company which is for the time being a subsidiary or holding company of, or affiliated to, the Client.

"Collection" means, in relation to any Non-Cash Deposit, the process by which Bank obtains (or attempts to obtain) payment in cleared and unconditional funds from the relevant drawer/payer, and "Collect" has the corresponding meaning.

"Country Supplement" means the country supplement applicable to the Jurisdiction set out in Schedule 2.

"Date of Deposit" means, in relation to a Deposit, the date on which that Deposit was made or, if that date is not a Business Day, the next Business Day.

"Date of Collection" means, in relation to Non-Cash Deposit, the date on which the Bank receives payment in cleared and unconditional funds from the relevant drawer/payer or if that date is not a Business Day, the next following Business Day.

"Deposit" means any deposit of money made by, on behalf of or for the account of the Client into or in relation to an Account, whether by cash, electronic transfer, Payment Instrument or other means and whether at the counters of the Bank, via any inter-bank electronic payment system, via an ATM or by other means.

"Deposit Slip" means any written receipt created at the time of a Cash Deposit and given to the Client by the Bank as a record of that Cash Deposit.

"Force Majeure" means:

- any circumstance or cause beyond the reasonable control of the Bank;
- any flood, storm, earthquake or other natural event;
- any war, hostilities, terrorism, revolution, riot or civil disorder;
- any strike, lockout or other industrial action;
- any change in law or regulation or any change in the interpretation or enforcement of any law or regulation;
- any act or order of any governmental or regulatory body or authority;
- any order of a court or other judicial body;
- any system or computer malfunction, damage, destruction, failure, suspension howsoever caused, or third party interference; or
- any restriction or impending restriction on the availability, credit or transfer of foreign exchange.

"General Account Terms" means these general account terms.

"Instruction" means any instruction given by or on behalf of the Client in relation to any Account, Account Transaction or Service, including any instruction which the Bank believes in good faith to have been given by or on behalf of the Client.

"Jurisdiction" means the country or territory where the Account(s) is/are maintained.

"Loss" means any losses, damages, proceedings, penalties, claims, liabilities, costs (including legal costs) and expenses of any kind.

"Mandate" means the directors' resolutions or other corporate authorization constituting or evidencing the authority of the Client's authorised signatories to open and operate the relevant Account(s), sign the relevant Account Opening Form(s), undertake any Account Transactions and to obtain any Services from the Bank, and identifying such authorized signatories, in such form acceptable to the Bank.

"Non-Cash Deposit" means a Deposit made other than by cash or electronic transfer.

"Notify" means the disclosure by the Bank to the Client by one or more of the following methods:

- (a) providing the relevant details verbally;
- (b) handing over the relevant details by an officer of the Bank;
- (c) sending the relevant details in writing by post;
- (d) posting the relevant details on the Bank's website;
- (e) displaying the relevant details at the branch at which any Account is held; or
- (f) advertising in a newspaper, and "Notifies", "Notified", "Notifying" and "Notification" will have the corresponding meaning

"Parties" means the Client and the Bank.

"Payment Instrument" means any cheque, draft, money order, cashier's order or other similar instrument.

"Relevant Data Subject" means any person who is

- (a) named in and/or signs a Mandate or Account Opening Form;
- (b) an authorised signatory; or
- (c) specified as such by the Bank at any time.

"Relevant Information" means any information or documents (which may include any information concerning natural persons) relating to any Client Group Member (or any officer, employee or agent of the foregoing), these Terms, any Account, Account Transaction, Service, any other present or future agreement or transaction of any nature between the Client and any Standard Chartered Group Member or the subject matter of any of the foregoing.

"Service" refers to service of any kind (whether or not related to an Account) provided from time to time by the Bank to the Client including the provision of all banking facilities, functions and products and financial services and "Services" shall refer to any, all or a combination of Services provided by the Bank.

"Standard Chartered Group Member" means Standard Chartered PLC together with each of its subsidiaries and their branches.

"Terms" means, collectively, the Account Opening Form signed by the Client, these General Account Terms and the Country Supplement and a "Term" means a term of such Account opening Form, these General Account Terms and the Country Supplement.

"Withdrawal" means any withdrawal or transfer of money made by or on behalf of the Client out of or in relation to an Account, whether by cash, Payment Instrument or other means and whether at the counters of the Bank, via an ATM or by other means.

2. INTERPRETATION

- (a) Unless a contrary indication appears, any reference in these Terms to:
 - (i) any "Party" or other person will be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) these Terms or any other agreement or instrument is a reference to these Terms or other agreement or instrument as from time to time amended, supplemented, or novated, replaced or restated;
 - (iii) a "person" includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
 - (iv) a provision of law is a reference to that provision as amended or re-enacted;
 - (v) unless otherwise stated, a time of day is a reference to the time of day in the Jurisdiction;

(vi) a gender includes all other genders, and the singular includes plural and vice versa;

(vii) a "clause" or a "schedule" is a reference to a clause of or a schedule to these General Account Terms, unless otherwise specified;

(viii) "including" will not be interpreted narrowly but will be interpreted to mean "including without limitation", "including (but not limited to)" or "including without prejudice to the foregoing"; and

(ix) "the Bank may" will not be interpreted narrowly but will be interpreted to mean "the Bank may (in its sole discretion and without any obligation to do so)".

(b) Clause and schedule headings are inserted for convenience only and will not affect the interpretation of any of the provisions of these General Account Terms.

(c) **"date of these Terms"** means the date the Client first signed an Account Opening Form for the opening of an Account with the Bank under these Terms.

General Account Terms Country Supplement Zimbabwe

All references used herein are as defined in the General Account Terms unless otherwise specified.

1. References made in the General Account Terms to "Jurisdiction" means Zimbabwe.

2. Withdrawals

- a) Subject to sub-clause (b) below, all Withdrawals from an Account are payable only at the branch of the Bank where that Account is maintained.
b) the Bank may allow the Client to make Withdrawals or access Services at branches of the Bank other than the branch where the relevant Account is maintained.

3. Cheques

The Client acknowledges that cheques should always be written in ballpoint ink or fountain pen ink. The Bank reserves the right to dishonour any cheques written in felt-tip or marker pen ink without Notice and will not be liable for any Loss suffered as a result.

4. Governing Law

These Terms and all transactions entered into by the Parties in relation or pursuant to an Account are governed by the laws of Zimbabwe.

5. Enforcement

Jurisdiction of Zimbabwe courts:

- (a) Subject to sub-clause (b) below, the Client submits to the exclusive jurisdiction of the courts of Zimbabwe to settle any dispute arising out of or in connection with these Terms, any Account or any Service (including a dispute regarding the existence, validity or termination of any agreement) (a "Dispute").
(b) Notwithstanding sub-clause (a) above, the Bank will not be prevented from taking proceedings relating to a Dispute in the courts of any other jurisdiction where any asset of the Client may be located. To the extent allowed by law, the Bank may take concurrent proceedings in any number of jurisdictions.

Service of process: Where a person (if any) is identified in an Account Opening Form as "Process Agent" and without prejudice to any other mode of service allowed under any relevant law, the Client irrevocably appoints the Process Agent as its agent for service of process in relation to any proceedings before the courts of Zimbabwe in connection with any Dispute.

6. **Use of water soluble inks:** The Bank reserves the right accept or reject in its sole discretion any handwritten instruction in any form from the Client where such instruction is not clear on its face or appears to be fraudulently altered due to the Client's use of a water-soluble ink. The foregoing includes but is not limited to dishonouring any cheque written and/or signed by the Client using a water-soluble ink. The Client further indemnifies and saves the Bank harmless from all actions, proceedings, claims loss, damage, costs and expenses which may arise from the Client's use of a water-soluble ink as contemplated in this provision, and authorises the Bank to debit its account with an amount equivalent to the amount for which the Bank itself has given value to any other person in the course of acting upon such instruction by the Client.

Standard Chartered Bank

Account Opening Checklist and Guide

To serve you with maximum efficiency, please refer to the details of the checklist and requirements guide below to open an account.

Standard Chartered is required by its regulators and by applicable laws, regulations and/or international standards to identify and verify its clients. The documentation that Standard Chartered is required to obtain is contained within this checklist. Standard Chartered is unable to provide you with account services until receipt of these documents.

The documents that are required, such as those of the Financial Action Task Force, IOSCO, and the Wolfsberg Group apply to all financial institutions. These documentation requirements are designed to:

- make it more difficult for the financial services industry to be used for money laundering and terrorist financing;
- enable financial institutions to guard against fraud;
- ensure that there is no legal barrier, e.g. economic sanctions to providing products or services; and
- enable financial institutions to assist law enforcement by providing available information on customers or activities being investigated.

In general terms, the documentation is required to enable financial institutions to know their client, including its legal status, constitution, and the controlling individuals, e.g. ultimate beneficial owners, directors, and signatories.

The documentation requirements may differ between jurisdictions. Therefore, should you have an existing relationship with Standard Chartered in one country and wish to receive account services from Standard Chartered in another country, the laws or regulations of the second country may require you to provide additional documentation.

We really appreciate your time and effort in providing us with the required documents

		Partnership	Society / Association / Club	Limited Liability Company Registered in Zimbabwe	Public Quoted Company Registered in Zimbabwe	NGO/Charity/ School Registered in Zimbabwe	Trust Registered in Zimbabwe
1	Documents provided by the Bank						
a	Welcome Letter (Ref. No. TBA)	✓	✓	✓	✓	✓	✓
b	Commercial Account Opening Form - 3 pages (Ref. No. TBA)	✓	✓	✓	✓	✓	✓
c	General Account Terms (GAT.Jan.2006)	✓	✓	✓	✓	✓	✓
d	Country Supplement (HK GAT Country Supplement v.1 Jan06)	✓	✓	✓	✓	✓	✓
e	Documentation Checklist (this document) (Ref. No. TBA)	✓	✓	✓	✓	✓	✓
f	Mandate (including Board Resolution where applicable) (Ref. No. TBA)	✓	✓	✓	✓	✓	✓

			Partnership	Society / Association / Club	Limited Liability Company Registered in Zimbabwe	Public Quoted Company Registered in Zimbabwe	NGO/Charity/ School Registered in Zimbabwe	Trust Registered in Zimbabwe
2	Documents to be provided by the Customer							
a	Copy of identity documents 11	Zimbabwe metal/plastic ID/Passport/Driver's License and residential address proof of all Proprietor and all authorised signatories, certified true by Standard Chartered Bank Zimbabwe Limited certifier 1	Zimbabwe metal/plastic ID/Passport/Driver's license and residential address proof of all individuals appearing in the Mandate and all authorised signatories, certified true by Standard Chartered Bank Zimbabwe certifier 1	Zimbabwe metal/plastic ID/Passport/Driver's License and residential address proof of all directors (including the managing director), all principal shareholders (>20% or more) and all authorised signatories, certified true by Standard Chartered bank Zimbabwe Limited certifier 1	Zimbabwe metal/plastic ID/Passport/Driver's License and residential address proof of all directors (including the managing director), all principal shareholders (>20% or more) and all authorised signatories, certified true by Standard Chartered Bank Zimbabwe certifier 1	Zimbabwe Metal/plastic ID/Passport/Driver's License and residential address proof of all directors/trustees/office bearers, all principal shareholders (>20% or more) and all authorised signatories, certified true by Standard Chartered Bank Zimbabwe Limited certifier 1	Zimbabwe metal/plastic ID/Passport/Driver's License and residential address proof of all directors trustees, all principal shareholders (>20% or more) and all authorised signatories, certified true by Standard Chartered Bank Zimbabwe Limited certifier 1	
b	Power of Attorney (where applicable)/Mandate Letter for a person other than account holder authorized to sign for account	Optional	Optional	Optional	Optional	Optional	Optional	Mandatory
c	Delegation of Authority (where applicable)	Optional	Optional	Optional	Optional	Optional	Optional	Optional
d	Memorandum and Articles of Association	N/A	N/A	Original or copy certified true by s Standard Chartered Bank Zimbabwe Limited certifier 1	Original or copy certified true by s Standard Chartered Bank Zimbabwe Limited certifier 1	N/A	N/A	
e	Copy of Constitution/Deed/ACT/ Government Agreement	Original or copy of Deed of partnership certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	Original or copy of Constitution or Registration Certificate certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	N/A	N/A	Original or copy trust deed, constitution or ACT (agreement with Zimbabwe Government) certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	Original or copy trust deed, constitution or ACT (agreement with Zimbabwe Government) certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	
f	Corporate Directors	N/A	N/A	See notes	See notes	See notes	See notes	
g	Proof of operating address 3	See notes	See notes	See notes	See notes	See notes	See notes	
h	Copy of Certificate of Incorporation/registration	Original or copy of Deed of partnership certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	Original or copy of Constitution or Registration Certificate certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	Original or copy certified true by s Standard Chartered Bank Zimbabwe Limited certifier 1	Original or copy certified true by s Standard Chartered Bank Zimbabwe Limited certifier 1	Original or copy trust deed, constitution or ACT (agreement with Zimbabwe Government) certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	Original or copy trust deed, constitution or ACT (agreement with Zimbabwe Government) certified true by Standard Chartered Bank of Zimbabwe Limited certifier 1	
i	Copy of share holding structure	N/A	N/A	N/A	N/A	Issued by Ministry of Economic Affairs certified true by suitable certifier 1	N/A	
j	Copy of tax clearance certificate							
k	Proof of Income 3							

3	Notes
1.	Suitable certifier is defined as officer of Standard Chartered Plc. or its subsidiaries.
2.	<p>Acceptable documents for proof of residence include</p> <ul style="list-style-type: none"> • Utility Bill (Electricity/water rates, Zesa, Tel-One, Municipality bills in the name of account holder). • If it is Landlord/Tenant relationship, then a copy of current lease/rent agreement or affidavit from Landlord. • If it is husband/wife, a marriage certificate is required. • If it is parent/child relationship, a birth certificate is required.(If there is no evidence of the relationship, third party utility bills should not be accepted). • Documented record of Home visits • Copy of Tax bill • P O Box address for Level 1 customers who reside in rural areas where there are no street or house numbers/no utility bills, who rely on Box numbers/addresses for schools, hospital, trading stores in the area where they reside. A letter from the Hospital Administrator/Headmaster/ Business owner confirming the use of Box Number will suffice. In addition, documents from Credit Stores, Tax Department, medical cards, Grower's card or similar documents with same address should, if possible be obtained and placed in file. • Where the customer resides in employer's residence, a letter from the employer and proof of employment should be on file.
3	Acceptable forms of documents - CR6, Bills in the name of applicable, call/visit report by RM detailing directions & descriptions of premise.
4	All copies of documents must be certified true by a Standard Chartered Bank Zimbabwe Limited certifier ¹ , you must also present the original documents to any of our branches for certification by an authorised bank officer.
5	We reserve the right to conduct a company search.
6	A copy of Passport must be provided where the individual does NOT hold a Zimbabwe ID, valid work/residence permit.
7	For more information, please call at any of our branches
8	<p>Proof of income acceptable documents</p> <ul style="list-style-type: none"> • Financial statements • Six months bank statements • Cash flow projections for newly registered companies, organisations
9	Documentation confirming share structure must be from reputable independent sources i.e lawyers, audit firms, deeds office
10	Constitution to be submitted together with a copy of the minutes.

4	Corporate Directors
a	Copy of directors' board resolution of corporate director(s) resolving to appoint authorised representatives to handle banking business of other companies, for which they are corporate directors, to be certified true by suitable certifier (1) ; and specimen signatures of the authorised signatories to be verified by a Standard Chartered Bank Zimbabwe Limited or Standard Chartered Bank Group Office.
b	Copy of "Business Registration Certificate" certified true by a Standard Chartered Bank Zimbabwe Limited certifier (1)
c	Copy of Form CR(1)4 (Details of Registered Directors), certified true by a Standard Chartered Bank Zimbabwe Limited certifier (1)
d	For evidence of change of directorship a copy of the Notification of Change of Directorship. (CR 14) form stamped by the Registrar of Companies with his official stamp acknowledgment of receipt, will be considered sufficient proof of registration of the requisite change of directorship.