

# Partnership Account Opening Form



Investec Bank plc (Irish Branch), Investec Ireland Limited, The Harcourt Building, Harcourt Street, Dublin 2, Ireland

**Tel:** +353 1 421 0000 **Fax:** +353 1 421 0500 **Website:** [www.investec.ie](http://www.investec.ie)

### 1. Partnership Contact Details

Name of Partnership:				("the Partnership")
Address:	Address for Statements / Correspondence (if different):			
Contact Person:				
Telephone:	Facsimile:			
Email:	Website:			

### 2. Type of Treasury Transaction(s) - please tick as appropriate

Deposit Transactions <input type="checkbox"/>	Foreign Exchange Contracts <input type="checkbox"/>	Interest Rate Contracts <input type="checkbox"/>
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The Partnership should consider the risks associated with certain Treasury Transactions and may need to complete a Risk Disclosure Statement prior to entering into such Treasury Transactions.

### 3. Type of Deposit Account

1 Month Notice Account:  Fixed Term Account: 3 Month  6 Month  9 Month  12 Month

Other Account (please state): \_\_\_\_\_

Currency: EUR  USD  GBP  Amount to be deposited: \_\_\_\_\_

### 4. Treasury Transactions - Authorisation Requirements

Please state the number of Authorised Signatories required to authorise Treasury Transactions.

Any One <input type="checkbox"/>	Any Two <input type="checkbox"/>	All <input type="checkbox"/>	Other <input type="checkbox"/>
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Please specify other restrictions. Use separate sheet if necessary. If no instruction restrictions are specified, Investec may, at its sole discretion, accept and act on the instructions or purported instructions of any of the Authorised Signatories, however given or originated, including by fax, telephone or email used by Investec from time to time. Investec may also, at its sole discretion, require at any time instructions from all Authorised Signatories.

### 5. List of Partners

Name 1: (please print)		Name 2: (please print)	
Occupation:		Occupation:	
Residential Address:		Residential Address:	
Date of Birth:		Date of Birth:	
Signature:		Signature:	

Name 3: (please print)		Name 4: (please print)	
Occupation:		Occupation:	
Residential Address:		Residential Address:	
Date of Birth:		Date of Birth:	
Signature:		Signature:	

### 6. Lodgments

All cheques must be made payable to Investec Bank plc (Irish Branch). If you wish to make an Electronic Funds Transfer (EFT) please contact us on freephone 1800 466 466.

### 7. Direct Marketing

If the Partnership, Partners or Authorised Signatories do not wish to receive any information from Investec or other members of the Investec Group in relation to products or services that may be of interest to them, please call us on freephone number 1800 466 466 to 'opt-out'.

### 8. List of Authorised Signatories

Name 1: (please print)	<input type="text"/>	Name 2: (please print)	<input type="text"/>
Occupation:	<input type="text"/>	Occupation:	<input type="text"/>
Residential Address:	<input type="text"/>	Residential Address:	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
Date of Birth:	<input type="text"/>	Date of Birth:	<input type="text"/>
Signature:	<input type="text"/>	Signature:	<input type="text"/>

Name 3: (please print)	<input type="text"/>	Name 4: (please print)	<input type="text"/>
Occupation:	<input type="text"/>	Occupation:	<input type="text"/>
Residential Address:	<input type="text"/>	Residential Address:	<input type="text"/>
	<input type="text"/>		<input type="text"/>
	<input type="text"/>		<input type="text"/>
Date of Birth:	<input type="text"/>	Date of Birth:	<input type="text"/>
Signature:	<input type="text"/>	Signature:	<input type="text"/>

### 9. Data Protection

We hereby consent and agree that:

- Investec treats the information provided by the Partnership as confidential and retains such information for the purposes of providing the financial service(s), for performing Investec's legal obligations or for marketing purposes.
- the Partnership, where it has provided any personal data to Investec relating to partners, officers, employees, agents (being individuals) that it has informed such individuals that personal data relating to them has been disclosed to Investec and such information will be retained for the purposes of providing the financial service(s), for performing Investec's legal obligations or for marketing purposes.
- the Partnership has informed such individuals that Investec may disclose information to a member of the Investec Group for the purposes mentioned above. The disclosures envisaged may necessitate the transfer of information outside of the EEA, including South Africa. The Partnership confirms that it has obtained the necessary consents in respect of the above.
- the Partnership has informed such individuals that they have a right to request a copy of the information held by Investec about them, for which Investec may charge a small fee, and to have any inaccuracies in such information corrected.

Partner:	<input type="text"/>	Partner	<input type="text"/>		
Dated the	day of	20	Dated the	day of	20

## 10. Mandate

We request and authorise you on behalf of the Partnership, to act on instructions given in accordance with the following resolutions of the Partners of the Partnership passed at a meeting held on \_\_\_\_\_, 20\_\_\_\_ and we hereby certify that these resolutions are correctly set out below.

1. **That** it is acknowledged that Investec Bank plc (Irish Branch) ("the Bank") acts as credit counterparty to Treasury Transactions, where applicable. Investec Ireland Limited, an affiliated company, provides the staff, infrastructure and the execution of Foreign Exchange Contracts and Interest Rate Contracts with the Partnership.
2. **That** the Bank and Investec Ireland Limited are referred to as "Investec" for the purposes of this Mandate, the Terms of Business and the General Terms & Conditions
3. **That** Investec be, and is hereby, requested and authorised to enter into Treasury Transactions with the Partnership, provided that Investec receives instructions to do so and those instructions are given to it in accordance with the signing instructions in this Partnership Account Opening Form.
4. **That** all Treasury Transactions of the Partnership with Investec shall be operated in accordance with the terms of this Mandate the Terms of Business and the General Terms and Conditions and that the Partnership has read and understands the content of these documents.
5. **That** the General Terms & Conditions were presented to the Partners and considered by the Partners before being agreed as binding on the Partnership and that defined terms used in this Mandate have the meanings given to them in the General Terms & Conditions and Terms of Business.
6. **That** Investec is authorised and entitled but not obliged to rely upon and act upon instructions in accordance with the General Terms & Conditions.
7. **That** telephone voice recording procedures may be used by Investec in relation to communications over the telephone and used as evidence in any dispute that may arise.
8. **That** these resolutions shall remain in force and shall constitute the Partnership's Mandate to Investec until revoked by notice in writing to Investec signed by two partners or a partner and Authorised Signatory and for this purpose any instruction varying this Mandate shall be deemed a revocation.
9. **That** Investec be assisted in the discharge of its anti-money laundering obligations by the Partnership providing such documents as requested by Investec and set out in the General Terms and Conditions.
10. **That** the Partnership acknowledges that nothing in the agreements between Investec and the Partnership shall be capable of being constituted as an implied agreement restricting or nullifying any charge, pledge, lien, right of set off or other right Investec may have existing or implied by law or otherwise.

11. **That** all confirmations of Treasury Transactions entered into pursuant to this Mandate which are capable of comprising:
  - 11.1.1. Transactions, as defined in the Master Agreement (Multicurrency Cross-Border) published by the International Swaps and Derivatives Association Inc. ("ISDA"); and
  - 11.2. Financial contracts as defined in the Netting of Financial Contracts Act, 1995 as amended,

shall (notwithstanding anything to the contrary in a Confirmation) supplement, form a part of, and be subject to an agreement in the form of the ISDA as if we had executed an agreement in such form. except for

- (a) the election of Irish law as the governing law; and
- (b) Euro as the termination currency.

12. **That** the Partners of the Partnership will advise Investec in writing as soon as any changes that may take place from time to time to the Partners or Authorised Signatories of the Partnership and that Investec shall be entitled to act upon the information so given.

13. **That** all representations, warranties, covenants and information given or made by the Partners of the Partnership in writing in connection with Treasury Transactions (whether set out in this Mandate or given previously) shall unless otherwise stated to Investec in writing and accepted by Investec, be deemed to have been given at the date of the signing of the Mandate, and on a continuing basis for the duration of the Treasury Transactions.

### Intermediary Access

14. **That** if the Partnership opened its Partnership Account with Investec through an intermediary appointed by Investec, the Partners acknowledge that:
  - the intermediary will be able to view the Treasury Transactions that the Partnership has entered into, or may enter into, with Investec through that intermediary under the terms of their appointment with Investec;
  - the intermediary may be copied on all correspondence sent by Investec to the Partnership relating to the Treasury Transactions that the Partnership has entered into, or may enter into, with Investec through that intermediary;
  - the intermediary will be able to request an electronic transfer, in respect of the Treasury Transactions that the Partnership has entered into, or may enter into, with Investec through that intermediary, to the nominated account of the Partnership, to place Treasury Transactions on notice and to request cheques made payable to the Partnership be sent to the correspondence address provided by the Partnership in accordance with the General Terms & Conditions and as agreed by the Partnership.

Partner:		Partner	
Dated the	day of	20	Dated the
			day of
			20

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