

Name of Company: _____

Registered Office: _____

To:

OCBC Wing Hang Bank Limited

CERTIFIED COPY OF RESOLUTIONS

passed by the directors of _____

on the _____

1. That OCBC Wing Hang Bank Limited (hereinafter called "the Bank") be appointed the Company's bankers and that one or more accounts be opened and or continued with the Bank from time to time, such account or accounts to include but not limited to current, savings, call and fixed deposit accounts and that any _____ of the authorized representatives of the Company be authorized to direct the Bank in writing to open such further account or accounts with the Bank subject to such terms and conditions as the Bank may think fit.

2. That, for the purpose of the Bank's compliance with any applicable obligations under any laws, regulations, rules, directives or the like issued or adopted by, or agreements with, any governments, regulators, tax authorities, whether inside or outside Hong Kong, (including without limitation the obligations under the Inland Revenue Ordinance of Hong Kong concerning the automatic exchange of financial account information and under the Foreign Account Tax Compliance Act of the United States of America), * _____

_____ be authorized to: (i) properly complete by filling in and sign on behalf of the Company all and any account opening form(s) and any other documents incidental or relating thereto (including but not limited to any self-certification by the Company) for any of the Company's account(s); and (ii) provide, submit and deliver further information, certification, declaration, notices, forms, consent and other documents in relation to the Company, the Company's account(s), or any of its account opening form(s) and any other documents incidental or relating thereto (including without limitation any new self-certification by the Company) from time to time on behalf of the Company to the Bank.

3. That the Bank be hereby authorized and instructed to honour all cheques, bills of exchange, promissory notes and other orders drawn accepted made or given on behalf of the Company at any time and to debit such cheques, bills, notes and orders to the Company's account or accounts whether such account or accounts be in credit or overdrawn or may become overdrawn in consequence of such debit, and to accept receipts as a valid discharge to the Bank for any money deposited with or owing by the Bank on any of the Company's account or accounts at any time provided that such cheques, bills, notes, orders or receipts are signed by* _____

and that if such cheques, bills of exchange, promissory notes and other orders so honoured by the Bank including any one of its branches and so debited against the Company's account or accounts that will not have sufficient funds to meet the payments, the Company will undertake to repay such overdrafts so granted temporarily and to pay the interest thereon and the relevant expense, if any.

4. That the Bank be authorized to treat all bills, promissory notes and acceptances as being indorsed on behalf of the Company and to discount or otherwise deal with the same provided they are signed by* _____

5. That * _____ be authorized to withdraw and deal with any of the Company's securities or property or documents of title thereto which may be deposited with the Bank from time to time, whether by way of security or otherwise.

6. That * _____ be authorized to arrange with the Bank or advances to the Company by way of discount, loan, overdraft or otherwise whatsoever from time to time and to sign on behalf of the Company any forms of deposit and withdrawal, Memoranda of Deposit and Letters of Trust, Hypothecation and or Pledge relating to any securities or property or documents of title relating thereto secure such advances and any obligations, undertakings, instructions, indemnities and counter-indemnities, and any other documents which may be required by the Bank from the Company.

7. That the person(s) authorized by Resolution 3 above to sign cheques, bills, notes, orders or receipts therein mentioned be and is/are hereby further authorized to (i) take any actions, (ii) give any instructions (whether orally or in writing), (iii) negotiate, agree to, issue, sign, execute and/or deliver any terms and conditions, forms, agreements, certificates, instruments, notices, consents, requests, mandates and any other documents, and (iv) agree to any amendment to such documents, from time to time for and on behalf of the Company as may be required by the Bank and/or incidental or relating to the opening, operation, maintenance and/or close of the account(s) (including without limitation any further account(s) subsequently opened with the Bank) or any transactions connected therewith or contemplated thereby and that his/her/their actions, instructions and/or signature(s) shall bind the Company.

8. In consideration of the Bank opening or continuing an account with the Company, the Company hereby agrees with the Bank in respect of each account with the Company now or hereafter kept by the Bank to verify the correctness of each statement of account received from the Bank and if a statement of account is not received by the 7th day after the end of each month or, if statements are not to be prepared and despatched monthly, by the 7th day after the end of the term agreed on for its preparation and despatch to notify the Bank and request for a copy thereof; and within 90 days after the time when they should have been received to notify the Bank in writing of any alleged omissions from or debits wrongly made to or inaccurate entries in that account as so stated and that at the end of the said 90 days the statement of account shall be conclusive evidence without any further proof that except as to any alleged errors so notified the statement of account contains all credits that should be contained therein and no debits that should not be contained therein all the entries therein are correct and subject to the above exception the Bank shall be free from all claims in respect of the account whether or not any of the entries was the result of forgery or fraud.

9. That any cheque to be drawn by the Company on any of the Bank's Branches may, at the absolute discretion of its Head Office or other Branches from time to time, be paid at the counter of its Head Office or other Branches upon presentation, or otherwise honoured by its Head Office or other Branches provided it is clearly understood that the Bank's Head Office or other Branches may refuse or discontinue at any time without notice to so honour any cheque drawn on any of the Bank's Branches. Any payment by the Bank's Head Office or other Branches on such cheque will be full discharge to the Bank to the extent thereof and will be a debit against the Company's account or accounts with such Branch of the Bank on which the cheque is drawn.

10. That the Bank be furnished with a list of the names and specimens of signatures of the directors, secretary and any other person or persons authorized to sign on behalf of the Company together with the resolution as described in paragraph 11 below, and that the Bank be from time to time informed the resolution of the Board of directors certified by the chairman and either the secretary or one other director of the Company of any change which may take place in respect of those authorized signers and their specimen signatures be submitted. By virtue of this resolution the Bank be entitled to act upon until the receipt of a further certified resolution as aforesaid.

11. That a copy of any resolution of the board of directors if purporting to be certified as correct by the chairman of the meeting at which such resolution was passed and either the secretary or one other director of the Company shall as between the Bank and the Company be conclusive evidence of the passing of the resolution so certified.

12. That these resolutions be communicated to the Bank and remain in force until an amending resolution shall be passed by the board of directors of the Company and copy thereof certified by the chairman and either the secretary or one other director of the Company shall have been communicated to the Bank.

We hereby acknowledge receipt of and have read and agree to be bound by the Bank's Terms & Conditions for all Accounts and Related Services that are being in force as will be applicable to the type of such of our account or accounts and any amendment alteration or modification hereof.

We hereby further agree and acknowledge that all the accounts now or hereafter opened with you shall be subject to the above clauses and those stated in the Terms and Conditions for all Accounts and Related Services as prescribed by the Bank from time to time.

We hereby certify the foregoing to be true copies of the resolutions as entered in the minute book of the Company duly passed at a meeting of the directors of the Company with necessary quorum in accordance with the Articles of Association of the Company held at

_____ on the _____ day of _____,

Dated this _____ day of _____,

Chairman of the meeting

Secretary (or director)

Note 1: *Insert name or number of representative(s) as may be authorized in accordance with the Article of Association of your company.
Note 2: All alterations and deletions must be confirmed by the Chairman and the Secretary (or another director) with full signatures.
Note 3: In the event of a conflict or discrepancy or inconsistency between the English version and Chinese version of thses presents, the English version shall prevail over the Chinese version.

有權代表本公司簽署人員簽字式樣

List of Name(s) and Specimen Signature(s) of representative(s) of the Company authorized to sign:

[Dashed box for signature specimen]

授權人士姓名 Name of Authorized Person

香港身份證/護照號碼 HKID/Passport Number

[Dashed box for signature specimen]

授權人士姓名 Name of Authorized Person

香港身份證/護照號碼 HKID/Passport Number

[Dashed box for signature specimen]

授權人士姓名 Name of Authorized Person

香港身份證/護照號碼 HKID/Passport Number

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授權人士姓名 Name of Authorized Person

香港身份證/護照號碼 HKID/Passport Number

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[Dashed box for signature specimen]

授權人士姓名 Name of Authorized Person

香港身份證/護照號碼 HKID/Passport Number

[Dashed box for signature specimen]

授權人士姓名 Name of Authorized Person

香港身份證/護照號碼 HKID/Passport Number

[Dashed box for company chop specimen]

公司印章式樣
Specimen of Company Chop

//////////////////////////////////// For bank's use 銀行專用 //////////////////////////////////////

Name in English

Name in Chinese

BR/CI No.

Any _____ of _____ Others _____

Check by _____

Copy to CPD CIF No. _____ Account No. _____ Branch _____

APP by _____

公司名稱：_____

註冊地址：_____

議 決 案 證 明 譯 本

_____有限公司董事會於_____年_____月_____日通過下列議案：

- (一) 茲指定華僑永亨銀行有限公司（以下簡稱「該銀行」）為本公司之來往銀行，在該銀行可隨時開立或繼續維持一個或多個賬戶，包括但不限於往來存款、儲蓄存款、通知存款及定期存款等，而本公司授權代表人員人中之_____人得以書面通知該銀行依照其所訂章則而開立之。
- (二) 為使該銀行遵守不論在香港境內或境外任何政府、監管機構或稅務部門發出或採納的任何法例、規例、守則、指令或類似指示或上述政府、監管機構或稅務部門的協議項下之任何適用責任（包括但不限於香港《稅務條例》有關自動交換財務賬戶資料安排項下的責任，以及美國《外國賬戶稅務合規法案》項下的責任），*_____獲授權：(i)代表本公司填寫及簽署所有及任何開戶表格，以及本公司任何賬戶附帶或相關的任何其他文件（包括但不限於本公司任何自我證明文件）；以及(ii)不時代表本公司向該銀行提供、遞交及交付的進一步資料、證明文件、聲明、通知、表格、同意書及與本公司、本公司賬戶或本公司任何開戶表格文件相關的其他文件，以及本公司任何賬戶附帶或相關的任何其他文件（包括但不限於本公司新的自我證明文件）。
- (三) 授權及通知該銀行對於凡以本公司名義開發或承兌之一切支票、滙票、本票或其他指令而依據本公司註冊章程規定有*_____簽署者不論本公司賬戶為存為欠或於支賬後變成透支，均可隨時代為支付又凡有由以上被授權簽署人士簽發之收據均可作為向該銀行支取本公司名下任何賬戶存款之有效憑証。上述由該銀行與/或其任何分行承兌本公司之支票、滙票、本票或其他指令而照支本公司之戶口，但因存款不足，經該銀行通融所得之暫時性透支，本公司承諾償還所有透支款項，利息及/或其他有關費用。
- (四) 授權該銀行對於凡有*_____得代表本公司背書之滙票、本票及承兌文件，均可接受照予貼現或作其他處理。
- (五) 授權*_____得代表本公司隨時向該銀行提取及處理本公司所寄存或作押之一切物業契據及一切證券。
- (六) 授權*_____得代表本公司隨時向該銀行接洽以貼現、放款、透支或以其他任何方式貸放款項予本公司；並代表本公司簽署一切與上述有關抵押品之提存文據、信託收條、質押書、賠償承擔書及其他本公司與該銀行間一切業務有關之信約及文件。
- (七) 於上述決議案(三)提及獲授權簽署支票、滙票、本票、指令或收據之人士，特此獲進一步授權，可應該銀行要求就開設、操作、維持及/或終止賬戶（包括但不限於其後於該銀行開設的其他任何賬戶）及/或附帶或相關的事宜，或與之相關或預期的任何交易，不時代表本公司(i)採取任何行動、(ii)發出任何指示（不論口頭或書面指示）、(iii)洽談、同意、發出、簽署、執行及/或交付任何條款及細則、表格、協議、證明文件、文書、通知、同意書、要求、授權及任何其他文件，以及(iv)同意該等文件的任何修訂，而該獲授權人士的行動、指示及/或簽署對本公司具約束力。
- (八) 本公司蒙該銀行應允開立或繼續使用往來賬戶，現特向該銀行承諾本公司必須核對本公司現時或日後由該銀行發出有關往來賬戶之結單，以確保無誤；如果在正常或指定之結單截數期後七天仍未接獲有關結單者，本公司須通知該銀行及申請補發副本。如發覺有任何遺漏、錯誤或賬目不符者，本公司須在收到該結單後之九十天內，以書面通知該銀行，否則該銀行可視該結單已核對無誤。結單上所列之一切收支賬項，除已有書面通知為不符者外，所有收支數項，均屬正確無誤。隨後即使發現該等賬項乃因偽冒或詐騙行為而引致，該銀行將不須負任何責任。
- (九) 對於本公司在該銀行分行所開具之支票，如持票人向該銀行總行或其他分行提款，該銀行總行或其他分行有權憑票兌付，亦得隨時不經通知拒絕或停止兌付，所有由該銀行總行或其他分行代為兌付之支票，該銀行已即盡其應盡之責任，並得照支本公司在該銀行所開之賬戶。
- (十) 本公司之董事，秘書及其他經授權代表公司簽署之人士之名單及印鑑式樣及下述第十一項之董事會議案應送該銀行存查。凡本公司議決案內指定有權簽署之人士，如有任何變更，應以董事會主席聯同秘書或其他一位本公司董事簽證之董事會議決案及新印鑑通知該銀行。但於該銀行未獲上述決議通知前，原有印鑑仍繼續有效。
- (十一) 本公司董事會之任何議決案抄本如經與會主席聯同秘書或其他一位本公司董事簽署證明屬實者，在本公司與該銀行間，該抄本即為通過有關議案之切實證明。
- (十二) 此議決案即抄送該銀行在本公司董事會通過另一修改議案，及將董事會主席及秘書或其他一位本公司董事簽證抄本送達該銀行之前，仍屬有效。

本公司確認收妥及經已細閱該銀行之所有戶口及相關服務之條款及章則，有關適用於公司所開立賬戶現行及日後修訂之條款及章則，本公司同意遵守及受其約束。

本公司同意及確認，本公司現行及日後於該銀行開立之一切賬戶，須受以上之條款及該銀行不時修訂之所有戶口及相關服務之條款及章則所規限。

茲證明上述議決案，乃本公司董事會會議記錄冊所錄存之正式抄本，而此議決案乃依照本公司之註冊章程於_____年_____月_____日在_____

_____舉行之董事會會議上正式通過者。

此致

華僑永亨銀行有限公司

_____董事會主席

_____秘書 (或董事)

_____年_____月_____日

註 1: *請述明附表有權簽署人員中若干人單簽或聯簽方生效 (依照註冊章程所規定)。

註 2: 如有刪改，應由主席及秘書 (或董事) 簽字證實。

註 3: 此中文譯本與英文本之文義如有歧異，以英文本為準。