

Account No. _____

Name of Company: _____ (the "Company")

Incorporated in: _____

Registered Office: _____

To: **BDO Unibank, Inc.** ("the Bank")**CERTIFIED COPY OF RESOLUTIONS**

At a meeting of the directors of the Company held at _____ on _____, and at which a quorum was present, the following resolutions (together this "**Resolution**") were passed:

1. That, subject to the Terms and Conditions (as defined below), the Bank be requested and authorized to open and continue to maintain a Hong Kong dollar/foreign currency* current/savings deposit/time deposit* account in the name of the Company with the Bank and to open any other account in the name of the Company as may be directed to be opened by the signatories (as defined below) in writing (such account(s) is/are referred to as the "**Account(s)**") and to close any account as may be directed by the signatories.
2. That each of the persons named in the Specimen Signature Card relating to the Account(s), a copy of which is attached to this Resolution and as such Specimen Signature Card may be updated and replaced from time to time, is authorized to operate the Account(s) in accordance with this Resolution and with effect from the date of this Resolution, is referred to as a "**signatory**" and where any matter, act or thing is referred to as being done by the "**signatories**" or where signatures of the signatories are required or referred to herein, it shall be done or signed (except where otherwise provided herein) by a signatory or signatories strictly in compliance with the method of signatures specified in the Specimen Signature Card and chopped with an impression of the Company's chop (if any) as shown in the Specimen Signature Card.
3. That the Bank be authorized and instructed to operate the Account(s) generally and to comply with all requests, authorizations and directions given by the signatories in connection with the Account(s) in accordance with this Resolution or, in the case of any request, authorization or direction to be given by telephone, telex, fax or e-mail in accordance with the Authority and Indemnity in respect to telephone, telex, fax or email instructions required by the Bank to be given to the Bank before it will accept and act on any such request, authorization or direction.
4. That the Bank be authorized and instructed to honour, comply with, pay and debit from the Account(s) all cheques, orders, bills of exchange, promissory notes and other negotiable instruments drawn, signed, made or accepted by the signatories on behalf of the Company and, where signed, also bearing the Company's chop (if any) and to carry out any other orders or instructions for payment signed by the signatories and also bearing the Company's chop (if any), whether the Account(s) are in credit or overdrawn or may become overdrawn or increase an existing overdraft in consequence of such debit (but without prejudice to the Bank's right to refuse or increase overdraft) and to accept all receipts as valid discharge to the Bank for monies deposited with or owing by the Bank to the Company on any Account whatsoever where such instruments, receipts, orders, instructions, or documents bear the Company's chop (if any) and the signatures of the signatories.
5. That the Bank be authorized and to collect cheques, orders, other negotiable instruments, interests, dividends or other payments payable to the Company and to credit to the Account(s) such payments and all sums of money which the Bank receives for the account of the Company. All cheques, orders, other negotiable instruments payable to the Company and other payments to the Company may (to the extent permitted by their terms) be endorsed on behalf of the Company by the signatories.
6. That the Bank be authorized and instructed to honour and comply with all trust receipts, instruments for the opening or amendment of credits or the issue of guarantees, bonds or indemnities by the Bank or instruments or documents for the purchase or sale of any securities or foreign exchange which may be signed or given on behalf of the Company by the signatories.
7. That the Bank be authorized and instructed to make any advances to the Company by way of loan, overdraft or in any other manner whatsoever and to provide any other banking facilities and for any indemnity or counter-indemnity, with or without security, and that the signatories be authorized to execute on behalf of the Company in favour of the Bank any security documents as may be required by the Bank from time to time in respect of any such advance or other indebtedness or liabilities of the Company to the Bank, to affix the common seal of the Company thereon and to deliver the same to the Bank for and on behalf of the Company.
8. That the signatories be authorized to execute on behalf of the Company any guarantee, indemnity, counter-indemnity and other undertakings in favour of the Bank, to affix the common seal of the Company (if any) in accordance with the Company's constitutional documents thereon and to deliver the same to the Bank for and on behalf of the Company.
9. That the Bank be authorized and instructed to withdraw, deliver or to deal with any property, documents or securities whatsoever held on account or to the order of the Company or lodged for safe custody on the account of the Company at the Bank to, or on the instruction of, the signatories.
10. That the Bank be authorized and instructed to provide to the Company such banking and other facilities and services as the Bank may agree to provide from time to time.
11. That the Company shall notify the Bank forthwith in writing of any change to the list of signatories supplied to the Bank on the Specimen Signature Card; and if the list supplied by the Company to the Bank shall at any time conflict with any notices of variation of mandate received and held by the Bank pursuant to the Terms and Conditions or any other agreement between the Bank and the Company, the information contained in such notices shall be treated as specifying the persons empowered to bind the Company and the manner in which they are authorized to do so.

Note: Check the sealing provisions in the articles of association of the company. Where the Company is a limited company incorporated under the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) ("**CO**"), documents may also be executed as a deed by its sole Director, any two Directors or a Director and the Secretary of the Company in accordance with section 127(3) of the CO.

12. That the authority of any person previously notified to the Bank as having authority to do any matter, act or thing or sign anything in relation to the Account(s) be and is hereby rescinded.
13. That the Company shall notify the Bank forthwith upon any change in the Board of Directors (or members of the Company) and other officers of the Company taking effect with full particulars of each such change.
14. That the Bank be forthwith supplied with a copy of the Company's articles of association / constitutional documents (and if not in English, with a certified translation thereof) and with a copy of each amending resolution as soon as the same has been passed (and if not in English, with a certified translation thereof).
15. That this Resolution be communicated to the Bank and constitutes the Company's mandate to the Bank to the exclusion of all previous mandates relating to the Account(s) (if any) given to the Bank by the Company, until such time as this mandate shall have been validly and effectively revoked or varied by notice in writing to the Bank signed by the Chairman and any other Director certifying that a resolution has been passed by the Board of Directors revoking or varying this mandate and setting out the text of such resolution.
16. That a copy of any resolution of the Board of Directors if purporting to be certified as correct by the Chairman of such meeting shall as between the Bank and the Company be conclusive evidence of the passing of the resolution so certified.
17. **That in consideration of the Bank complying with this mandate the Company hereby undertakes to fully indemnify and hold the Bank harmless against any loss, action, charge, damage, demand, cost, claim, expense or other liability whatsoever that the Bank may suffer or sustain in relation to or as a result of the Bank complying with this mandate and absolve the Bank from all liabilities for loss or damages which the Company may sustain from the Bank acting on this mandate.**
18. That a copy of the Bank's General Terms and Conditions for Customers has been tabled at the Meeting, that the Company shall comply with and agree to be bound by the said General Terms and Conditions for Customers, as the same may be amended, modified or supplemented by the Bank from time to time (the "Terms and Conditions") and any other terms and conditions issued by the Bank from time to time in respect of the Account(s) or any of them, which shall prevail in the event of any inconsistency between the same and this mandate.

We certify that this Resolution was duly passed and recorded in the Minutes of a meeting of the Board of Directors of the Company, at which meeting the quorum required by the Company's articles of association was present.

We also certify and warrant to the Bank that:

1. The Company has been duly incorporated under the laws of _____ and has full power to enter into the above mandate and to give all orders and instructions and engage in all transactions and operations within the scope of the mandate.
2. This Resolution was validly and effectively passed by the board of Directors in accordance with the articles of association / constitutional documents of the Company, the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong) / laws of _____, and the mandate will be legally binding upon and enforceable against the Company if accepted by the Bank.
3. The specimen signatures set out in the Specimen Signature Card are the signatures of persons validly appointed as officers of the Company in the capacities stated, and those officers have power to act on behalf of the Company in the manner set out in the mandate.

We enclose:

- (a) a certified copy of the Company's articles of association / constitutional documents as in force at today's date and, if not written in English, a certified translation thereof. The Company will forthwith inform the Bank of any changes thereto after the date hereof: and
- (b) a certified copy of the Company's certificate of incorporation.

Date

Chairman

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Director