

**ACCOUNTS & SERVICES RESOLUTION**

I/We, the undersigned, hereby certify that in respect of the Applicant (as defined in the terms below), the following Resolutions dated \_\_\_\_\_ have been duly adopted and passed by:

- where the Applicant is a corporation,**  
the Board of Directors/Shareholders or the executive director of the company in accordance with its latest and valid constitutive memorandum and articles of association/charter/constitution and amending supplements, and/or otherwise reasonably required by the Bank,
- where the Applicant is a limited liability partnership (“LLP”),**  
the executive general partners or the partners constituting the quorum of the partners’ meeting of the LLP in accordance with its latest and valid partnership agreement, and/or otherwise reasonably required by the Bank,
- where the Applicant is a partnership,**  
the executive partners or the partners constituting the quorum of the partners’ meeting of the partnership in accordance with its latest and valid partnership agreement, and/or otherwise reasonably required by the Bank,
- where the Applicant is a foundation or social organization,**  
the duly authorised committee or other governing body of the foundation or social organization in accordance with its latest and valid constitutive memorandum and articles of association/charter/constitution, and/or otherwise reasonably required by the Bank,
- where the Applicant is a representative office of a foreign entity,**  
the Board of Directors/Shareholders/the executive director or other governing body of the foreign entity in accordance with its latest and valid constitutive memorandum and articles of association/charter/constitution, and/or otherwise reasonably required by the Bank,
- where the Applicant is an overseas entity (including Hong Kong SAR, Macau SAR and Taiwan),**  
the Board of Directors /Shareholders/the executive director or other governing body of the entity in accordance with its latest and valid constitutive memorandum and articles of association/charter/constitution, and/or otherwise reasonably required by the Bank,
- where the Applicant is an entity not falling into the types above,**  
the Legal Representative or Person in Charge or Investor or other governing body of the entity in accordance with its latest and valid business license/equivalent certificate(s)/approval of superior administrative department/constitutive documents, and/or otherwise reasonably required by the Bank,

which Resolutions are now in full force and effect.

**RESOLVED:**

**Appointment of Banker**

1. That United Overseas Bank (China) Limited (the “**Bank**”) be and are hereby appointed as banker of \_\_\_\_\_ (the “**Applicant**”).

**Accounts and Services**

2. That the Applicant be authorised to open any number of accounts of any type and in any currency (each an “**Account**” and collectively “**Accounts**”) with the Bank and to use any of the banking services offered by the Bank from time to time including but not limited to business internet banking, phone banking, self-service machines, cash management, trade services or such other types of services which may be available from the Bank from time to time (each a “**Service**” and collectively “**Services**”).
3. That for the purpose of these Resolutions, the definitions “**Accounts**” and “**Services**” shall mean **all Accounts and Services of the Applicant with the Bank including Accounts and Services existing as at the date hereof (“Existing Accounts and Existing Services”).**
4. That the Applicant shall be bound by the Bank’s prevailing Terms and Conditions Governing Non-individual Accounts and Services and Corporate Settlement Account Agreement (for RMB account only), copies of which having already been obtained by the Applicant, and by any subsequent amendments, variations and additions as the Bank may in its absolute discretion and without notice make from time to time.

**Appointment and Authority of Approved Persons, Approved Signatories and Approved Users**

5. **Approved Persons**: That the persons whose names are set out in the Schedule (*Schedule of Approved Persons*) hereto be and are hereby appointed as approved persons (the "**Approved Persons**") with authority to take the following actions in accordance with the signing conditions set out in the Schedule (*Schedule of Approved Persons*) hereto, for and on behalf of and in the name of the Applicant:
- (a) to open and close any Account with the Bank;
  - (b) to apply for and terminate the use of any of the Services;
  - (c) to agree to abide by the Terms and Conditions Governing Non-individual Accounts and Services and the Corporate Settlement Account Agreement (for RMB account only) published by the Bank and to accept and agree to all such specific terms and conditions as the Bank may prescribe from time to time in respect of a specific Account or Service;
  - (d) to appoint, add, remove and/or replace any person or persons (including themselves) as signatories of the Accounts (the "**Approved Signatories**") and to set and determine the mandate or authority of the Approved Signatories and to confirm their appointment and certify their specimen signatures and such other particulars as the Bank may require;
  - (e) to appoint, add, remove and/or replace any person or persons (including themselves and the Approved Signatories) as signatories or users of the Services (the "**Approved Users**") and to set and determine the mandate or authority of the Approved Users and to confirm their appointment and certify their specimen signatures and such other particulars as the Bank may require;
  - (f) to give the Bank written instructions (including but not limited to authorizing certain person(s) to submit valid purchase application(s) of blank important vouchers, and draw Blank Important Vouchers, to submit valid cash withdrawal voucher, and draw cash, etc), consents and/or indemnities in connection with the Accounts and the Services; and
  - (g) to sign any other document (including but not limited to signing indemnity letter for taking and accepting instructions by facsimile/ telephone, appointing the contact person for checking facsimile/ telephone instruction (if applicable), facsimile/ telephone number(s) and other similar information) as may be required or appropriate and/or which is incidental to the matters authorised by these Resolutions generally.
6. **Approved Signatories**: That the Approved Signatories be and are hereby authorised to perform the following acts and things for and on behalf of the Applicant, according to the signatory requirements and limits (if any) set by the Approved Persons:
- (a) to operate the Accounts of which they are the Approved Signatories;
  - (b) to operate non credit line granted:
    - (i) instrument or bill of exchange (including bill collection, acceptance, discounting, etc.); and
    - (ii) bank related business with respect to accounts receivable and trade services,and to endorse any instrument or bill of exchange and/or to sign all documents in connection with all the operations above;
  - (c) to enter into foreign exchange trades and transactions with the Bank and to sign all documents in connection therewith;
  - (d) to authorise and request the Bank to purchase or sell for account of the Applicant, currencies, stocks, bonds and other securities and gold or other precious metals and to sign all documents in connection therewith; and
  - (e) to deal and agree with the Bank on any of the matters set out in this Resolution 6 generally.
7. **Approved Users**: That the Approved Users shall use the Services according to the authority specified by the Approved Persons for each of them and each Approved User may terminate his own use of the Services at any time. The Approved Users shall include the persons (by whatever name called in the documents for the Services) who have been appointed to use the Services by the Approved Persons.

8. That the Bank be and is hereby authorised to act on any instruction from the Approved Persons, Approved Signatories and/or Approved Users and honour any instrument, document and/or instruction given by them within the limits and scope of their authority.

**Change of Approved Persons, Approved Signatories and Approved Users**

9. **Change of Approved Persons:** That any amendment to the list of Approved Persons, their authority and/or their signing conditions shall only be made by amending resolutions in writing duly passed by the Applicant, and communicated to the Bank who shall be given a reasonable period of time to effect the amendment.
10. **Change of Approved Signatories and Approved Users:** That any amendment to the list of Approved Signatories and/or Approved Users and/or their authority shall only be made by written notice given by the Approved Persons signing according to the signing conditions set out in the Schedule (*Schedule of Approved Persons*) hereto and communicated to the Bank who shall be given a reasonable period of time to effect the amendment.

**Resolutions in Force and Reasonable Time for Amendment**

11. That the Bank may rely on these Resolutions and the instructions given by the Approved Persons, Approved Signatories and/or Approved Users under their respective authority until the Bank has received and accepted to be in order, written notice of amendment or revocation of their authority and/or of these Resolutions and has had a reasonable period of time to give effect to the notice, and the Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it (including legal costs on a full indemnity basis) in continuing to act in pursuance of these Resolutions or instructions. The Bank shall be entitled to a reasonable period of not less than seven (7) business days from receipt of notice to process the notice. Before the Bank has updated its record, the Bank may act in reliance on the mandates in force prior to receipt of the notice.

**Amending Resolution for Existing Accounts and Existing Services – Authority for Approved Persons**

12. That the authority conferred on the Approved Persons by these Resolutions may be exercised by the Approved Persons in respect of all Existing Accounts and Existing Services including the authority to amend and revoke the mandate for any such Existing Accounts and Existing Services and until they are amended or revoked, the mandates for the Existing Accounts and Existing Services will remain in force.

**Authority to Pay**

13. That the Bank may debit the Accounts with any cheque, bill or note drawn on the Accounts or based on instructions, directions or orders given in respect of the Accounts whether the Accounts are in credit or overdrawn or may become overdrawn in consequence of such debit provided that such cheques, bills, notes, instructions, directions or orders are given or signed by the Approved Signatories acting within the limits and scope of their authority and provided, further, that in the absence of any express agreement to the contrary the Bank is not bound to honour any withdrawal Instruction if there are insufficient funds in the Account.
14. That the Bank be and is hereby authorised to honour all cheques, bills and notes, to the extent permitted by the applicable law, without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of the person(s) signing, or payable to the Bank or others for his/their account or tendered in payment of his/their obligations.

**Provision of Constitutive Documents**

15. That the Bank be given a certified true copy of such constitutive documents in respect of the Applicant and with copies of any amending special resolutions that may from time to time be passed.
16. That [legal representative/person in charge/ investor<sup>#</sup>] / [director/company secretary<sup>#</sup>/office bearer<sup>+</sup>/two partners<sup>#</sup>]\* of the Applicant be and is hereby authorised to certify the constitutive documents of the Applicant and such certification may be relied upon by the Bank as conclusive evidence of the veracity of the constitutive documents.

**Other Certification**

17. That the Approved Persons are present senior officer(s) of the Applicant, occupying the position(s) stated and that the specimen signature(s) / personal chop(s) set opposite their name(s) \*is/are \* the true specimen signature(s) / personal chop (s) of the Approved Person(s).

**Legend**

# In case that an investor, a company secretary, or a partner is non-individual, a reference to an "investor", a "company secretary", or a "partner" shall be read to include any person who is an authorised representative of such partner, such company secretary, or such investor.

+ A reference to an "office bearer" shall be read as a reference to a person who is the president, the secretary, the treasurer, of the committee or other governing body (or persons holding similar or equivalent positions) of an Applicant which is a foundation, or a social organization.

\* For an Applicant organized under PRC law, its legal representative or other equivalent person (e.g. person in charge as the case may be) shall be the person certifying the constitutive documents. For an Applicant organized under the foreign law, the one(s) in the latter square bracket will be applicable, as the case may be.

Please delete the options not applicable



**SIGNATURES**

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(Legal Representative or Person in Charge)  
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IC/Passport No.:  
Designation: