

To: The Bank of East Asia, Limited ("the Bank")

FOR SUBSIDIARY/ASSOCIATED COMPANY OF APPLICANT

Certified Copy of Resolutions (For BEA Corporate Online)

Name of Company/Firm/Organisation : _____ ("the Authoriser")

Contact Address/Registered Office/Business Address : _____

Business Registration Certificate No. : _____

Certificate of Incorporation No. (if applicable) : _____

PRESENT:-

NOTICE AND QUORUM:- Notice had been given and there was a quorum in the meeting, and the following resolutions ("Resolutions") were passed:

In these resolutions, the following definitions shall apply:

Associated Institution : any overseas branch or head office of the Bank, or the Bank's local or overseas subsidiary, affiliate or parent company.

Customer (includes its authorised person or agent) : _____ whose registered address is _____

Customer Instruction : any request or instruction made by the Customer through BEA Corporate Online.

BEA Corporate Online : such services offered by the Bank over different electronic delivery channels (including but not limited to the internet, mobile and fixed line telephone networks and such other channels as announced by the Bank as available from time to time) in respect of the Account, Related Account, and/or Associated Account.

Associated Account : an account maintained with the Bank or an Associated Institution in the name of and nominated or approved by the Authoriser as listed in Schedule A hereto, which according to the Resolutions the Customer has full rights and power (subject to restrictions notified by the Authoriser in writing to the Bank or the relevant Associated Institution) to operate through BEA Corporate Online.

Schedule A

The following existing accounts		

All capitalised terms used but not defined herein shall have the same meanings ascribed to them in the Terms and Conditions for Corporate Cyberbanking and BEA Corporate Online Services or (for CorporatePlus Account) the CorporatePlus Account Terms and Conditions of the Bank (as amended from time to time) (where applicable).

- To authorise the Bank to disclose, transmit or communicate information concerning the Associated Account(s) with the Bank or with any Associated Institution to the Customer in accordance with any Customer Instruction received by the Bank.
- To appoint the Bank as the Authoriser's agent for the purpose of instructing on the Authoriser's behalf any relevant Associated Institution to disclose, transmit or otherwise communicate to the Customer and/or BEA Corporate Online any information concerning the Authoriser and the Associated Account(s) with any such Associated Institution.
- To approve and authorise the Customer with full rights and powers to operate the Associated Account(s) under the BEA Corporate Online unless expressly restricted and specified in the resolutions herein by the Authoriser.
- To authorise and instruct the Bank to perform and give effect to any Customer Instruction concerning the Associated Account(s) with the Bank or with any Associated Institution.
- To appoint the Bank as the Authoriser's agent for the purpose of authorising and instructing on the Authoriser's behalf any relevant Associated Institution to perform and give effect to any Customer Instruction concerning the Associated Account(s) with the Bank or with any Associated Institution.
- To confirm that the Bank shall be entitled at its own discretion but not obliged to treat any Customer Instruction as a valid authority given in respect of the Associated Account(s), notwithstanding that the Customer Instruction conflicts or may conflict with or is in any way inconsistent with any other instructions given under any other mandate given by the Authoriser relating to the Associated Account(s), the Bank shall be entitled to.
- To confirm that the Authoriser shall be fully liable to the Bank for any consequences whether direct or consequential including but not limited to any financial loss or liability arisen from or incidental to any Customer Instruction concerning the Associated Account(s).
- To confirm that the Authoriser and the Customer shall be jointly and severally liable for all transactions of the Customer's Associated Account(s) involving the use of the BEA Corporate Online and the Terms and Conditions of for Corporate Cyberbanking and BEA Corporate Online or (for CorporatePlus Account) Section 5 (Corporate Cyberbanking and BEA Corporate Online) under Part B Bank Product and Service Conditions of the CorporatePlus Account Terms and Conditions shall apply to the Authoriser and each of the Associated Account holders and jointly and severally.

9. To confirm that the Bank may provide third parties with such information relating to the Authoriser and the Associated Account(s) as may, in the Bank's reasonable opinion, be necessary in order to perform and give effect to a Customer Instruction, or in order to comply with the request or order of any court, government agency, tribunal lawful authority in any jurisdiction or any applicable legal requirement, guidelines, codes which the Bank deems necessary.
10. To confirm that information concerning the Authoriser and the Associated Account(s) may be transmitted to or through and/or stored in various countries or states, and the Authoriser authorises such transmission and/or storage as the Bank shall reasonably consider necessary or appropriate in the provision of BEA Corporate Online.
11. To confirm that the Bank shall not be liable to the Authoriser for any failure to give effect to any Customer Instruction or otherwise provide any service under BEA Corporate Online which is attributable (whether wholly or partially) to any cause beyond the Bank's control including but not limited to any equipment malfunction or failure and delay or failure of any third party communication systems.
12. To confirm that these resolutions are additional to, and not in substitution for, any other agreement(s) between the Authoriser and/or mandate relating to the conduct of the Associated Account(s) with the Bank.
13. To confirm that the Bank may, as the Authoriser's agent and on the Authoriser's behalf, confirm to any relevant Associated Institution that where these resolutions applies as between the Authoriser and such Associated Institution, the provisions of paragraphs (1) to (6) above shall have effect, references to the Bank in those paragraphs being deemed to be references to such Associated Institution.
14. To confirm that either party may terminate the BEA Corporate Online specified in these resolutions on thirty (30) days' notice to the other provided that the Bank shall be entitled to terminate the provision of BEA Corporate Online as referred to in these resolutions immediately in the event of a material breach (as shall be determined by the Bank) of it by the Authoriser or upon closure of the Associated Account(s) with the Bank and further that shall automatically terminate in the event of termination of the application or the using of BEA Corporate Online by the Customer.
15. To confirm that the Bank has provided the Authoriser with a copy of the Notice relating to the Personal Data (Privacy) Ordinance for the perusal and understanding of the Authoriser and the Authoriser hereby agrees with the same (as amended from time to time).
16. To confirm that these resolutions shall be governed by the construed in accordance with the laws of The Hong Kong Special Administrative Region and the Authoriser hereto submits to the non-exclusive jurisdiction of the Hong Kong Courts.

I/We hereby certify that above to be a true copy of the resolutions as entered into the Minute Book of the Authoriser duly passed by the board of directors or the governing body (as the case may be) of the Authoriser in accordance with the articles of association or the constitutional documents (as the case may be) of the Authoriser held at _____ on _____.

Dated this _____ day of _____.

Sole Proprietor
Name:

(where the Authoriser is a partnership, these Resolutions must be signed by ALL the partners)

Partner
Name:

Partner
Name:

Partner
Name:

Partner
Name:

(where the Authoriser is a corporate or an unincorporated body or organisation, these Resolutions must be signed by each of the directors or (as the case may be) members of the governing body who constituted quorum for the Meeting in accordance with the articles of association or the constitutional documents of the Authoriser)

Director/Member of Governing Body
Name:

Chairman of Meeting
Name:

經核實決議副本
（東亞企業網上銀行服務）

公司／商號／組織名稱：_____（「授權者」）

聯絡地址／註冊辦事處／營業地址：_____

商業登記證號碼：_____

公司註冊證書號碼（如適用）：_____

出席：-

公告及會議法定人數：- 會議通告已正式發出及會議出席人數符合法定人數，並已通過以下決議：

以下定義適用於本決議：

關聯機構：貴行任何的海外分行或總行，或貴行的本地或海外附屬公司、合夥機構或母公司。

客戶（包括其授權人士或代表）：_____其登記地址為_____

客戶指示：任何由客戶經東亞企業網上銀行服務發出之要求或指示或由客戶授權人士或代理人所發出之要求或指示。

東亞企業網上銀行服務：所有與此戶口、指定賬戶及／或聯繫戶口相關，貴行經不同的電子媒介（包括但不限於互聯網、流動電訊、固網電訊及貴行不時公佈之其他媒介）提供之銀行服務。

聯繫戶口：列表 A 下由授權者在貴行或關聯機構開立的戶口，且根據本決議客戶可全權通過東亞企業網上銀行服務操作該戶口（受限於該授權者透過書面通知貴行或相關的關聯機構之限制）。

列表 A

以下已開立之賬戶		

除文義另有規定外，本決議中所用詞彙具有企業電子網絡銀行服務及東亞企業網上銀行條款及細則或（適用於企業綜合理財戶口）企業綜合理財戶口條款及細則中所介定之涵義（經不時修訂）（如適用）。

1. 授權貴行可根據貴行收到之客戶指示透露予、傳送予或聯絡客戶有關開立於貴行或關聯機構之聯繫戶口之資料。
2. 指定貴行作本授權者之代理人作為代表本授權者指示任何關聯機構透露、傳送或聯絡客戶，及／或東亞企業網上銀行服務任何有關本授權者及開立於關聯機構之聯繫戶口資料。
3. 批准並授權客戶全權經東亞企業網上銀行服務處理聯繫戶口，除非授權者於決議案列明有所限制。
4. 授權及指示貴行逕行任何有關開立於貴行或關聯機構之聯繫戶口之客戶指示。
5. 指定貴行作本授權者之代理人作為代表本授權者指示任何關聯機構逕行任何有關開立於貴行或關聯機構之聯繫戶口之客戶授權及指示。
6. 確認貴行有權自行決定會否處理任何有關聯繫戶口之客戶指示是否已獲有效授權，尤其是該客戶指示與本授權者已給予有關聯繫戶口之其他指示或委託書有衝突或可能有衝突或有任何不銜接之處。
7. 確認本授權者將對經東亞企業網上銀行服務所作任何有關聯繫戶口之客戶指示所產生之後果及影響（直接或非直接）而完全負責。
8. 確認本授權者及客戶對在東亞企業網上銀行服務所作有關客戶聯繫戶口之交易均有個別及共同的責任及企業電子網絡銀行服務及東亞企業網上銀行條款及細則或（適用於企業綜合理財戶口）企業綜合理財戶口條款及細則下B 部銀行產品及服務條款第5 條（東亞企業網上銀行服務）對本授權者及聯繫戶口之持有者有個別及共同的約束力。

9. 確認若因逕行客戶指示或按任何司法下之法庭、政府機構或法定權力機構之要求或貴行認為需要之任何法律要求、指引、守則，貴行可合理地自行將有關本授權者及聯繫戶口之資料提供予第三者。
10. 確認有關本授權者及聯繫戶口之資料可傳送到、經過或儲存於其他國家或地方。惟貴行須確定此等傳送為提供東亞企業網上銀行服務所需。
11. 確認貴行毋須對貴行能力控制範圍以外之原因包括任何但並不限於機件不正常運作或故障及任何因第三者系統故障引致延誤所引致未能逕行客戶指示提供東亞企業網上銀行部份或全部之服務負責。
12. 確認本決議乃屬附設，並非取代本授權者與貴行之其他協議及／或就有關聯繫戶口之運作與貴行所定之委託書。
13. 確認貴行可作為本授權者之代理人及全權代表授權者，向關聯機構確認本決議內之(1)至(6)段所指貴行及同樣地指「關聯機構」。
14. 確認任何一方可於三十日內以書面通知對方終止於本決議所述東亞企業網上銀行服務，惟當本授權者明顯違反本決議或於貴行之聯繫戶口已結清，貴行有權立即終止本決議所述東亞企業網上銀行服務，並且當客戶終止東亞企業網上銀行服務之申請或使用，本決議將自動終止。
15. 確認貴行已給予本授權者一份有關個人資料（私隱）條例之客戶通知以供參照及授權人特此同意該通知的內容（經不時修訂）。
16. 確認本決議及本授權者將根據香港特別行政區之法律所解釋並受其約束。

本人（等）茲確認上述決議乃屬真確，並已記載在授權者於_____年_____月_____日依據組織大綱或公司組織文件（視屬何情況而定）在_____舉行之董事會或授權者管理組織會議（視屬何情況而定）獲正式通過之會議記錄內。

於_____年_____月_____日簽署

（如授權者為獨資商號）

獨資東主
姓名：

（如授權者為合夥商號，此等決議必須由所有合夥人簽署）

合夥人
姓名：

合夥人
姓名：

合夥人
姓名：

合夥人
姓名：

（如授權者為法團或非法團性質或組織，此等決議必須由根據組織大綱或公司組織文件組成會議法定出席人數之每名董事或（視屬何情況而定）管理團體成員簽署）

董事／管理團體成員
姓名：

會議主席
姓名：