

Name of Company.....

Registered Office: .....

A/C No. ....

To:

**TAIWAN BUSINESS BANK HONG KONG BRANCH  
CERTIFIED COPY OF RESOLUTIONS**

passed by the Directors of .....

on the .....

subject to the Rules of Taiwan Business Bank Hong Kong Branch for the time being in force as will be applicable to the appropriate nature of each of the accounts:-

1. That Taiwan Business Bank Hong Kong Branch (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/or fixed deposit accounts whether in Hong Kong currency or in any foreign currencies and that any one director of the Company be authorised 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.

(1) Insert "any two of the Directors and countersigned by the Secretary," or such signing official(s) as may be authorised in accordance with the Articles of Association.

2. That the Bank be hereby authorised 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 (1) .....

2a. 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, be paid at its counter upon presentation or otherwise honoured by its Head Office provided it is clearly understood that the Bank's Head Office may refuse or discontinue at any time without notice to so honour any such cheque and that the Bank will not be liable for any loss or damage whatsoever arising out of or in respect of the dishonour of any cheque by its Head Office. Any payment by the Bank's Head Office on such cheque will be a 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.

(2) Insert "any Director or number of Directors", or such named official(s) as the case may be.

3. That the Bank be authorised 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 (2) .....

4 That (2).....  
be authorised 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.

5 That (2) .....  
be authorised to arrange with the Bank for 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 to 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.

6. That the person(s) authorised by Resolution 2 above to sign cheques, bills, notes, orders or receipts therein mentioned be and is/are hereby authorised to represent the Company and that his/her/their signature(s) shall bind the Company including, but not limited to those specifically referred to herein.

7. That the Bank be furnished with a list of the names and specimens of the signatures of the directors, secretary and any other person or persons authorised to sign on behalf of the Company, and be from time to time informed by notice in writing under the hand of the Chairman or the Managing Director or the General Manager or Manager of the Company of any change which may take place therein, and be entitled to act upon such notice until the receipt by the Bank of further notice under the hand of the Chairman or the Managing Director or the General Manager or Manager.



