

To: The Bank of East Asia, Limited  
United Kingdom

**CERTIFIED COPY OF RESOLUTIONS**

Name of Company/Firm/Organisation: \_\_\_\_\_ (“the Customer”)

Registered Office: \_\_\_\_\_

Company Registration No. (if applicable) : \_\_\_\_\_

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

**PRESENT: -**

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

1. To apply to use the UK Corporate Cyberbanking Service of The Bank of East Asia Limited, UK Branch (“the Bank”) in the name of the Company/Firm/Organisation.
2. To appoint and authorise the individual(s) as set out below as the duly authorised administrator(s) (“Administrator(s)”) for the purposes of all future communications with the Bank in respect of all business matters and/or transactions in connection with and/or arising out of instructions through the UK Corporate Cyberbanking given by the Customer and its use of the UK Corporate Cyberbanking Service under all related terms and conditions, whether given orally (including by telephone), or by facsimile, telegraph, cable, electronic means or otherwise in writing, without limitation to the aforesaid, the Administrator(s) shall be authorised to give instructions to the Bank on behalf of the Customer for performing and completing the following purposes:-
  - a. Completion and submission of the UK Corporate Cyberbanking Service application form;
  - b. Addition and deletion of pre-registered payees;
  - c. Setting/changing limit(s) for financial transactions and approval arrangement for UK Corporate Cyberbanking Service;
  - d. Registering for new user(s) or changing the access profile of existing user(s)
  - e. To receive from the Bank any information, documentation, Cyberbanking Number(s) and PIN(s) in respect of the Customer’s use of the UK Corporate Cyberbanking Service.
3. To confirm that the Administrator(s) shall be authorised to apply to use with full discretion the services provided under the UK Corporate Cyberbanking Service on behalf of the Customer and shall read, understand and comply with all the necessary requirements, terms and conditions as prescribed by the Bank from time to time.
4. To confirm that the Administrator(s) shall be authorised to assign users to access and use the UK Corporate Cyberbanking Service on behalf of the Customer in accordance with the provision of the UK Corporate Cyberbanking Service and its related terms and conditions.
5. To confirm that the Administrator(s) shall be provided with the Cyberbanking Number(s) and PIN(s) of the user(s) (“collectively the Security Details”) of the UK Corporate Cyberbanking Service to be supplied by the Bank and the Administrator(s) shall be authorised and/or deemed to be authorised by the Customer to distribute the PINs and the Security Details to the user(s) who is/are registered and appointed to access the UK Corporate Cyberbanking Service on behalf of the Customer.
6. To confirm that the Customer shall be liable for all transactions involving the use of the UK Corporate Cyberbanking Service by its users and the terms and conditions of the UK Corporate Cyberbanking Service shall apply to the Customer.
7. To confirm that the customer acknowledges that the Bank shall be instructed to honour and comply with all instructions and directions given for or in connection with the Customer’s accounts of any kind whatsoever on behalf of the Customer by its user(s) including but not limited to the Administrator(s) and any user designated by the Administrator(s) and given in accordance with the Bank’s standard procedures in connection with the UK Corporate Cyberbanking Service and all the related terms and conditions. The Bank assumes no duty or liability to verify the propriety or accurateness of any instructions and directions given under such circumstances and it is the Customer’s full responsibility to control its use of the UK Corporate Cyberbanking Service from time to time to safeguard against any improper or unauthorised use of the said service from time to time.
8. To confirm that the Customer shall be conformed to the procedures and instructions which are applicable to the use of the Corporate Cyberbanking Service as set out in the Bank’s prescribed documents and forms from time to time,

including but not limited to the Terms and Conditions for UK Corporate Cyberbanking Service as amended from time to time and the Bank's standard Terms and Conditions governing various banking facilities and services, provided that if there is any conflict, the Terms and Conditions for UK Corporate Cyberbanking Service shall prevail and any transaction effected by the Bank pursuant to or as a result of an instruction initiated by any of such user(s) shall be conclusive and binding on the Customer.

9. To confirm that these Resolutions shall be communicated to the Bank and remain in force until an amending resolution shall be passed by the board of directors or the governing body (as the case may be) of the Customer and a copy certified by the chairman of the meeting shall have been received by the Bank.

**Administrator(s)**

The following Administrator(s) is/are hereby authorised to give instructions to the Bank on behalf of the Customer as set out in these Resolution: -

	Name:	Identification Document No:
1	_____	_____
2	_____	_____
3	_____	_____
4	_____	_____

Authorisation Arrangement of Administrator(s):-

- Any one of the Administrator(s)
- Any \_\_\_\_\_ of \_\_\_\_\_ the Administrator(s) **(please specify)**
- All of the Administrator(s)

Specimen Signatures of Administrator(s): -

Name : Position:	Name : Position:

Name : Position:	Name : Position:

**Applicant Signature (with Company Chop)**

**(Where the Customer is a Sole-proprietorship / Partnership<sup>1</sup>)**

Name : Sole Proprietor / Partner	Name : Sole Proprietor / Partner

Name : Sole Proprietor / Partner	Name : Sole Proprietor / Partner

<sup>1</sup>All partners must sign.

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**(Where the Customer is a Company<sup>2</sup>)**

Name : Chairman of Meeting of Director	Name : Director

Name : Director	Name : Director

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

**(Where the Customer is a Society / Club / Association etc<sup>2</sup>)**

Name : Chairman of Meeting	Name : Members of the Committee

Name : Members of the Committee	Name : Members of the Committee

Date this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

<sup>2</sup>*Each of the directors or members of the governing body (as the case may be) who constituted quorum for the Meeting in accordance with the articles of association or the constitutional documents of the Customer must sign.*