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合作金庫商業銀行香港分行  
**Taiwan Cooperative Bank**  
**Hong Kong Branch**

In opening account(s) with your bank, we are pleased to furnish you with the following information of our firm for your record. 茲將本公司情況奉告如下，供開立賬戶記錄之用。

Name of Firm : \_\_\_\_\_

公司名稱 : \_\_\_\_\_

Registered Address 註冊地址 : \_\_\_\_\_

Business Address 營業住址 : \_\_\_\_\_

Correspondence Address 通訊住址 : \_\_\_\_\_

Tel. No. 電話<sup>1</sup> : (\_\_\_\_) \_\_\_\_\_ Tel. No. 電話<sup>2</sup> : (\_\_\_\_) \_\_\_\_\_

Fax No. 傳真號碼<sup>1</sup> : (\_\_\_\_) \_\_\_\_\_ Fax No. 傳真號碼<sup>2</sup> : (\_\_\_\_) \_\_\_\_\_

E-Mail 電郵 : \_\_\_\_\_ @ \_\_\_\_\_

Date of Establishment 成立日期 : \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date of Reorganization 改組日期 : \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Certificate of Incorporation No. 公司註冊號碼 : \_\_\_\_\_

Business Registration No. 商業登記證號碼 : \_\_\_\_\_

**Type of Firm 組織**

Limited Company 有限公司(含股份有限公司)  Sole Proprietorship 獨資  Partnership 合夥

Others 其他: \_\_\_\_\_

Job Position 職位	Name 姓名	Date of Birth 出生日期	Nationality 國籍
1	_____	____ / ____ / ____	_____
2	_____	____ / ____ / ____	_____
3	_____	____ / ____ / ____	_____
4	_____	____ / ____ / ____	_____

**Name(s)/of Sole Proprietor/Partners/Directors 東主/合夥人董事名稱**

Other account(s) maintained with your Bank

與貴行往來其他戶口賬號 : \_\_\_\_\_

Sources of Commodities/Raw Material 貨品/原料來源 : \_\_\_\_\_

Monthly Turnover 每月銷售額 : \_\_\_\_\_ No. of Employees 員工人數 : \_\_\_\_\_

Method of Running Business 經營性質 :

Own account basis 自辦貨物  Consignment basis 寄銷  Agency basis 代理  
 Indent basis 訂貨  Customer's account basis 代客定貨  Others 其他 \_\_\_\_\_

**Bank Account Types 銀行帳戶**

Current 支票存款 :  全部幣別  HKD 港幣  USD 美元

Savings 活期存款 :  全部幣別  Statement 無摺  Passbook 有摺

HKD 港幣  USD 美元  EUR 歐元  JPY 日幣  AUD 澳幣  NZD 紐西蘭幣  RMB 人民幣

Time 定期存款 :  全部幣別  HKD 港幣  USD 美元  EUR 歐元  JPY 日幣  AUD 澳幣  NZD 紐西蘭幣  RMB 人民幣

Others 其他存款 \_\_\_\_\_

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**General Service(s) 一般服務約定** Request for Initial Cheque Book / Withdrawal Slip 支票簿/提款單

- Collect it by myself/ourselves 請待本人(等)親自領取。
- Please send the cheque book/ withdrawal slip to my/our correspondence address by registered mail and the relative charges i.e. postage and handling commission to be deducted from my/ account. 請以掛號郵件寄至本人(等)於貴行登記之郵寄地址，有關郵費及手續費自本人賬戶中扣付。

I/ We accept all terms and conditions which is applicable for current account in your bank. 本人/ 吾等經已閱讀並接納貴行適用於往來存款之條款。  
Others (Please specify) 其他(請敘明): \_\_\_\_\_

 Renewal Instruction for Time Deposits 定期存款自動轉期指示：

- Please renew the time deposit at maturity in automatically, until further notice.  
該(等)存款於每次到期時請以下列方式辦理自動轉期，直到另行通知為止：
- Renewal of the principal plus accrued interest for \_\_\_\_\_ week(s)/month(s) at your prevailing interest rate.  
本金及利息按貴行當時釐定之利率續存\_\_\_\_\_週/月。
- Renewal of the principal for \_\_\_\_\_ week(s)/month(s) only at your prevailing interest and the interest amount to be credited to Account No. \_\_\_\_\_ in the name of \_\_\_\_\_.  
本金按貴行當時釐定之利率續存\_\_\_\_\_週/月，利息轉入貴行賬號\_\_\_\_\_，戶名\_\_\_\_\_。
- Others (Please specify) 其他(請敘明): \_\_\_\_\_

 Please send all your bank's correspondence (including monthly statement etc.) to my:

請將貴行往來信件(包括對帳單及 Remittance Advice 匯款水單)寄往本人之：

- Registered Address 註冊地址     Business Address 營業住址     Correspondence Address 通訊住址  
 e-mail: \_\_\_\_\_

請注意:本分行已提供電子對帳單查詢下載服務，有申請網路銀行客戶，不再寄發紙本對帳單，請登入網銀系統查閱您進行交易之電子對帳單，如發現錯誤漏或不符，請即通知本分行。

**Authorized Signatory and Agreement 授權人及被授權簽字人員協定簽名安排：**

Authorized Signatory (accompany with the specimen signature) and agreement are particularized as follows：

授權人及被授權人簽字人員(連同簽單式樣)及協定簽名安排如下：

Particulars of Authorized Signatory 授權人及被授權簽字人員資料	Specimen Signature 簽章式樣
Name 姓名: _____ <input type="checkbox"/> HK I.D 香港身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> _____ No. 號碼: _____	
Name 姓名: _____ <input type="checkbox"/> HK I.D 香港身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> _____ No. 號碼: _____	
Name 姓名: _____ <input type="checkbox"/> HK I.D 香港身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> _____ No. 號碼: _____	
Name 姓名: _____ <input type="checkbox"/> HK I.D 香港身分證 <input type="checkbox"/> Passport 護照 <input type="checkbox"/> _____ No. 號碼: _____	

Signing Arrangement: There is (are) \_\_\_\_\_ signature(s) set out above and in the Continuation Sheet(s) (if any), of which \_\_\_\_\_ signature(s) is (are) required for document(s) to be valid and effective. 簽名安排：上表共\_\_\_\_\_式簽名，憑其中任何\_\_\_\_\_式生效。

I/We hereby agree that the Bank (and its successors and assigns) may without notice combine or consolidate my/our account(s) with any liabilities to the Bank and set off or transfer any sum(s) standing to the credit any such accounts or any other sum(s) owing to me/us from the Bank in or toward satisfaction of my/our liabilities to the Bank on any other account or in any other respect whether such liabilities be actual or contingent or primary or collateral and several or joint. I/We further agree that the Bank may at any time at the Bank's complete discretion convert any of my/our account(s) into any currency by any lawful means at the Bank's disposal, and at the Bank's buying and/or selling rates applicable on the day of passing the entry for the purpose of set-off without any reference to me/us.

茲同意合作金庫商業銀行(該行及其承接人及承讓人)，可無需事先知會本公司，而將本公司在該行之帳戶及債務合併對銷，或對本公司帳戶之結存或該行應支付本公司之款項，轉撥作償付本公司欠該行債務，無論此等債務為實有、預期、主要、附連、個別負責者。又本公司同意該行得隨時自行決定將本公司帳戶之結存，循合法手續依其所訂之當日買賣匯率，兌算為其他外幣，以做對相帳項之用。

We agree your bank inquires Taiwan "Joint Credit Information Center (JCIC)" and "The Taiwan Clearing House" the credit information.

茲同意貴行查詢台灣「財團法人金融聯合徵信中心」及「台灣票據交換所」之票信資料。

Signature of Customer/Applicant 客戶/申請人簽章

Name 姓名：

Signature of Customer/Applicant 客戶/申請人簽章

Name 姓名：

For bank use only 銀行內部使用

Approver 覆核	Maker 經辦	S.V. 身份核對

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**MANDATE****To: Taiwan Cooperative Bank,  
Hong Kong Branch**

Re: Account to be opened in the name of \_\_\_\_\_

Registered Address : \_\_\_\_\_

At a meeting of the Directors of the above-mentioned company, held \_\_\_\_\_

at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

the following resolutions were passed:

1. That a current/savings/time deposit/loan account or \_\_\_\_\_ account in \_\_\_\_\_ currency be opened/continued with the Bank, and any other account(s) in the name of the Company. As may be subsequently directed by any \_\_\_\_\_ directors or by \_\_\_\_\_.
2. That the Bank be instructed to honour all cheques, bills of exchange, promissory notes and other orders for payment expressed to be drawn signed, accepted, indorsed or made by or on behalf of the Company whether such account be in credit or overdrawn, to accept any instruction or order for the payment or withdrawal of funds drawn on the account(s) of the Company or any other document or instructions of whatever nature, kind or description, without inquiry and without regard to its application or that of its proceeds and to accept and act upon receipts for monies deposited with or owing by the Bank on any account or accounts at any time or times kept or to be kept in the name of the Company provided that such cheques, notes bills, orders, receipts, documents or instructions are purporting to be signed by persons authorized in the way and manner as is confirmed on the list here below of specimen signatures of the Directors, Secretary and any other person or persons authorized to sign on behalf of the Company. .
3. That the persons authorized to sign as mentioned in paragraph (2) be authorized 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.
4. That the persons authorized to sign as mentioned in paragraph (2) be authorized to arrange with the Bank for advanced to the Company by way of discount, loan, overdraft or otherwise and for the issue of Guarantees by the Bank and the granting of credits (including all manners of credits and/or letters of credit) from time to time as required, and to sign on behalf of the Company any forms of deposit and withdrawal, Memoranda of Deposits, Letter of Trust, Mortgage, Hypothecation, Pledge, Trust Receipts and Securities Agreements relating to any securities or property or documents of title relating thereto to secure the said advances and any obligations, undertakings, instructions, guarantees, indemnities and counter-indemnities, and any other documents which may be required by the Bank in connection with the Company's business and the aforesaid facilities.
5. That the persons authorized to sign as mentioned in paragraph (2) be authorized to accept and comply with all agreements in connection with the purchase and sale of foreign currencies, to authorize and request to the Bank to purchase or sell stocks, bonds, shares and any other securities and metals and to instruct the Bank to act in relation to the accounts, affairs or transactions of the Company generally.
6. That any one of the persons authorized to sign as mentioned in paragraph (2) be authorized to give you oral or written instructions countermanding payment of cheques, bills of exchange, promissory note or orders for payment.
7. That the Bank shall not be liable for any disposition, withdrawal, instruction or order which any authorized person(s) referred to in paragraph (2) shall make of all or any part of the funds of such account(s) or in respect of any of the Company's securities, deeds, documents or other property (including security boxes and their contents) notwithstanding that such disposition, withdrawal, instruction or order may be for the personal account or benefit or in payment of the individual obligation of any such authorized person(s) to the Bank, or otherwise. In the event that any of or all of the owners or authorized signers of the firm/company is/are using the chop, or mark, or print, or impression for the signatory(ies) or in lieu of the signatory(ies), the firm/company agrees that:
  - (a) the authorized print, mark or impression by itself will be sufficient authority for the operation of accounts generally, that the firm/company fully understand all the risks and do assume full responsibility for all losses involved in or caused or occasioned by operating account or accounts by means of the authorized impression in lieu of signature and that the Bank will not be liable for any loss or damage whatsoever arising out of the forgery of or fraudulent use of such authorized impression as aforesaid by any officers of the Company or other third party, for the operation of account or account(s) with the Bank.
  - (b) That any instructions or documents bearing what purports to be the authorized impression of the chop shall be binding on us, our executors, administrators and assigns and that the firm/company shall not be at liberty to question or plead the validity or invalidity of such chop or to question or plead the capacity or incapacity of the party who actually affixed the same on such instructions or documents.
8. That the Bank be authorized to pay any cheque drawn on behalf of the Company at the counter of any of its Branches in Hong Kong, Kowloon and the New Territories provided that it is clearly understood that the Bank may without notice to the Company discontinue at any time the above practice in which event cheques drawn by the Company cannot be cashed over the counter otherwise than at the Branch of the Bank at which the Company keeps the account in operation.
9. That the Bank be furnished with a list of the name s and specimens of the signatures of the Directors, Secretary and any other person or persons authorized to sign on behalf of the company, and be from time to time informed by notice in writing under the hand of the Chairman of any changes which may take place therein, and be entitled to act upon any such notice until the receipt of further notice under the hand of the Chairman.

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10. That the Bank may, at any time without notice, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the existing accounts opened in the name of the Company (whether current, savings, time deposit, loan or of any other nature whatsoever, and whether subject to notice or not) and set-off or transfer any sum standing to the credit of any one or more such accounts wheresoever's situate in or towards satisfaction of any liabilities of the Company to the Bank or any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral or several or joint and where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) prevailing in such foreign exchange market as the Bank shall determine to be relevant on the date of the combination, set-off or transfer.
11. That the Bank be furnished with a copy of the Company's Memorandum and Articles of Association and with certified copies of any amending resolution that may from time to time be passed.
12. That the Company agrees to verify the correctness of each statement of account received from the Bank and:
  - (a) If a statement of account and relative vouchers are not received by the 10<sup>th</sup> day after the end of each month or, if statements are not to be prepared monthly, by the 10<sup>th</sup> day after the end of the terms agreed on for their preparation, the Company will obtain them from the Bank;
  - (b) The Company will, within 90 days after delivery of the statement of account and relative vouchers to the Company or, if sent by post, within the said period after it being posted by the Bank, notify the Bank in writing at the branch or agency where the account is kept of any alleged omissions from or debits wrongly made to or inaccurate entries in the account as so stated; and
  - (c) At the end of the period of 90 days referred to in sub-paragraph (b) hereof, the account as stated by the Bank shall be conclusive evidence without any further proof that except as to any alleged errors, omissions or wrongful debits or inaccurate entries contained in the account and of which the Bank has been notified in writing by the Company as aforesaid, the account is accepted by the Company as correct and containing all credits that should be contained therein and no debits that should not be contained therein and subject to the above exceptions the Bank shall be free from all claims from the Company in respect of such account.
13. That a copy of any Resolution of the Board if purporting to be certified as correct by the Chairman of the Meeting or by the Secretary shall as between the Bank and the Company be conclusive evidence of the passing of the Resolution so certified.
14. That the Resolution be communicated to the Bank and remain in force until an amending Resolution shall be passed by the Board and a copy thereof certified by the Chairman or by the Secretary shall be received by the Bank and the receipt of the said certified copy shall affect any action taken by the Bank prior thereto.
15. That the Bank acting in reliance upon the foregoing Resolutions shall be fully protected in so acting and the Company agrees to indemnify and save harmless to the Bank from and against any and all loss, damage, liability, claims and expenses whatsoever arising by reason of its so acting.
16. That any notice to be given hereunder shall be deemed served on the Bank only on actual receipt thereof by the Bank.
17. In the absence of contrary written instructions from the Company substantiated by a certified copy of a Resolution of the Board the foregoing conditions shall apply to each and every account of whatever nature which any \_\_\_\_\_ Directors or any \_\_\_\_\_ persons authorized to sign may now or hereafter direct you to open in the name of the Company.
18. In case of any remittance and deposit instruction request by facsimile, the facsimile documents will be treated prevail even if any difference between the original and facsimile.
19. The Bank's indebtedness to the account holder shall not exceed the net amount owing by the Bank to the account holder after deducting from any credit balance held by the Bank or providing for the aggregate of all the account holder's liabilities including, in the case of a joint account, the liabilities of all or any one or more of the joint account holders to the Bank on any account or in any respect whatsoever whether such liabilities be actual, present, future, deferred, contingent, primary, collateral, several, joint or otherwise (together the "account holder' aggregate liabilities"). Without prejudice to the generality of the foregoing and in addition to any general lien, right of set-off or other right by way of security which the Bank may have on any account whatsoever, the account holder agrees that the Bank shall have the right, at its sole and absolute discretion and without notice to the account holder, to refuse to repay when demanded or when the same falls due any of the Bank's indebtedness to the account holder if and to the extent that the account holder's aggregate liabilities at the relevant time are equal to or exceed the Bank's indebtedness to the account holder at that time. If the Bank exercises such right with respect to any of its indebtedness to the account holder, such indebtedness shall remain outstanding from the Bank on substantially the Terms and Conditions in effect immediately prior to such exercise or on such other terms as the Bank may, at its discretion, consider appropriate in the circumstances, but the Bank may, at any time and without notice to the account holder, consolidate any or all credit balances or credit balances of the account holder with the Bank with all or any of the account holder's aggregate liabilities. In the case of an individual account holder, the Bank's rights hereunder shall not be affected by the account holder's death or legal incapacity.
20. The terms herein and those pertaining to any services provided by the Bank may, at the Bank's sole discretion, be changed from time to time upon giving the account holder prior notice by way of display in the Bank's premises or by such other method as the Bank may decide. If the account holder does not close the account or cancel the services prior to the expiry of the notice period, the account holder shall be deemed to have agreed to such change.
21. The Bank may impose services fees, facility fees and/or other charges (including without limited deposit charges on the credit balance of any account ) from time to time as the Bank at its sole discretion thinks fit. The Bank's charges, as in effect from time to time, apply to all accounts and a list is available upon request from any branch of the Bank.
22. The account holder shall comply with all applicable laws and regulations in force from time to time in relation to all accounts, activities or transactions contemplated by these Terms and Conditions. The account holder shall indemnify the Bank from and against all liabilities, losses, costs, expenses and charges (whether on account of taxes, duties, imposts or otherwise) which the Bank may incur as a result of:
  - (1) maintain the accounts for the account holder
  - (2) providing services to or transacting with the account holder, and/or
  - (3) a breach of any of these Terms and Conditions or any applicable laws and regulations by the account holder.

In addition to the foregoing conditions, the Company agrees to be bound by the Bank's Rules and Regulation governing any of such above accounts as may from time to time be in force, or the Rules and Regulations which may be made at any time and from time to time by the Bank.

We Verify that foregoing is a true copy of the resolutions which have been duly entered in the minute book of the Company and are in

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accordance with the Memorandum & Articles of Association of the Company (or other constitutional document as the case may be) that the Company is a public (private)\* Company and that the name(s) of the person(s) authorized to operate the account(s), their signatures and (if applicable) the impression of the Company's chop supplied to you, are correct and genuine.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Director 1

Name :

\_\_\_\_\_  
Director 2

Name :

**Names of all Directors**

Full Name (in Block letters)

Signature

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Specimen impression of Company's Chop and Authorized signature/Chop  
授權印章/簽章式樣

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對

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**CERTIFIED COPY OF RESOLUTION**

**To: Taiwan Cooperative Bank,  
Hong Kong Branch**

Account(s) to be opened in the name of \_\_\_\_\_

Registered Address: \_\_\_\_\_

At a meeting of the Directors of the above-mentioned company, held at \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_ the following resolutions were passed:

1. The Taiwan Cooperative Bank, Hong Kong Branch (hereinafter called “the Bank”) be appointed the Company’s bankers and the one or more accounts be opened and/or continued with the Bank from time to time, such as account or account(s) to include but not limited to current, savings, call and/or time deposit accounts whether in Hong Kong currency or in any foreign currencies and that any one director of the Company be authorized or direct the Bank in writing to open such further account or account(s) with the Bank subject to such terms and conditions as the Bank may think fit.
2. That the Bank be hereby authorized 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 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
  - any two of the directors and countersigned by the Secretary; or
  - such signing official(s) as may be authorized in accordance with the Articles of Association.
3. That the cheque to be drawn by the Company on any of the Bank’s branches may, at the absolute discretion of his Head office. Be paid at its counter upon presentation or otherwise honoured by 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 be 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.
4. That the Bank be authorized to treat all bills, promissory notes and acceptances as being endorsed on behalf of the Company and to discount or otherwise deal with the same provided they are signed by1 \_\_\_\_\_
5. That<sup>2</sup> \_\_\_\_\_ be authorized to withdrawal 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.
6. That<sup>3</sup> \_\_\_\_\_ be authorized 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 Letter of Trust, Hypothecation and/or Pledge relating to any securities or property or documents of title thereto to secure such advances and any obligations, undertaking, instructions, indemnities and counter indemnities, and any other documents which may be required by the Bank from the Company.
7. That the person(s) authorized by resolution 2 above to sign cheques, bills, note, orders or receipts therein mentioned be and is/are hereby authorized to represent to the Company including but not limited to those specifically referred to herein.
8. That the Bank be furnished with a list of the name s and specimens of the signatures of the Directors, Secretary and any other person or persons authorized 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 changes which may take place therein, and be entitled to act upon any 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.
9. That a copy of any resolution of the board of directors if purporting to be certified as correct by the chairman of the meeting at which such resolution was passed and by either the secretary or one other director of the Company shall as between the Bank and the Company be conclusive evidence of the passing of the resolution so certificate.
10. That these resolutions be communicated to the Bank and remain in force until an amending resolution shall be passed by the board of directors

<sup>1</sup> Insert “any Director or board of Directors,” or such named official(s) as the case may be.

<sup>2</sup> Insert “any Director or board of Directors,” or such named official(s) as the case may be.

<sup>3</sup> Insert “any Director or board of Directors,” or such named official(s) as the case may be.

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of the Company and a copy thereof certified by the Chairman and wither the Secretary or one other director of the Company shall have been communicated to the Bank.

11. That these resolutions superseded all our previous ones with the Bank, if any.

WE hereby certify the foregoing to be true copy of the resolutions as entered in the minute book of the Company duly passed at a meeting of the directors of the Company in accordance with the Articles of Association of the Company held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Chairman of the Meeting

Name :

\_\_\_\_\_  
Secretary (or another director)

Name :

**Names of all Directors**

Full Name (in Block letters)

Specimen Signature

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Specimen impression of Company's Chop and Authorized signature/Chop

授權印章/簽章式樣

★ All alterations and delegations must be confirmed by the Chairman and Secretary (or another director) with full signature(s).

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對

## 董事會議決案證明本

此決議案經由\_\_\_\_\_ (以下簡稱本公司) 之董事於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日開會通過，根據合作金庫商業銀行香港分行之當行章則，用於各類賬戶：

1. 委任合作金庫商業銀行香港分行(以下簡稱該行)為本公司之往來銀行，可隨時在該行開立及/或繼續使用一個或多個賬戶，包括惟不限於往來、儲蓄、通知及/或定期存款帳戶，亦不論是以港幣或其他外國貨幣開立者。
2. 授權及通知該行可隨時承兌本公司發出之一切支票、匯票、欠單或付款憑證，並由本公司之賬戶支付，不論賬戶為存為欠，或因支付而改透支。該行亦得接受本公司之收據，作為本公司支取賬戶之有效憑證。惟上述票據需有下列人士簽署：  
\_\_\_\_\_。
3. 凡本公司所簽發向該行分行賬戶提示支票，若在其總行提出兌領者，該行總行得隨時決定照予承兌，亦得隨時不經預先通知而中止承兌。倘有因此而引致任何損失，該行毋須負任何責任。又該行總行在付上述分行賬戶支票後，得照額支回本公司在其分行之帳戶。
4. 授權該行處理所有票據、欠單、承兌單，若該等單據經由本公司簽認者，只需其上有下列人士簽署：\_\_\_\_\_。
5. 授權\_\_\_\_\_處理及提取本公司隨時以抵押或其他形式存於該行之任何證券、財物或契據。
6. 授權\_\_\_\_\_隨時與該行洽辦以貼現、借貸、透支或其他形式放款與本公司，及代表本公司簽署任何與上述抵押品有關之提存表格、信託狀、抵押/按揭書及該行需本公司簽具之擔保書、指示書、賠償承擔書等。
7. 授權在第 2 項議決案有權簽署支票、匯票、欠單或付款憑據之人士為本公司代表，其簽署將對本公司有拘束力，包括該項所述情況下之簽署，惟不以此為限。
8. 編列本公司董事、秘書及授權簽署人員名單及其簽署式樣乙份交該行存入，嗣後若有任何更改，將隨時由本公司董事會主席、執行董事、總經理或經理書面通知該行，而該行可即憑以辦理，直到再接獲通知更改為止。
9. 本公司之董事會議決案，如經該會議主席聯同本公司秘書或另一董事簽署證明者，該行可視之為絕對確實之議決案。
10. 此議決案全份將送交該行，其效力維持至本公司董事會通過更改議決案，並由該會議主席聯同本公司秘書或另一董事簽證議決案送交該行為止。
11. 本議決案取代本公司前存於該銀行之所有董事會議決案。

本人等茲證實上述為真確之議決案抄本，與本公司會議紀錄冊所載相同，乃依照本公司註冊章程於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日在\_\_\_\_\_舉行之董事會會議上正式通過。此致

合作金庫商業銀行香港分行

董事會主席  
秘書(或董事)

20\_\_\_\_年\_\_\_\_月\_\_\_\_日 (文義如有歧異，以英文本為準)



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**CERTIFIED EXTRACTS OF MINUTES AND RESOLUTIONS OF BOARD OF DIRECTORS OF**

(NAME OF COMPANY)

I/We, the undersigned, hereby certify that the following is a true and correct extract of the minutes and resolutions of the directors of the Company (duly kept in the minute book of the Company) duly passed at a Directors' Meeting of the Company duly convened and held at its registered office on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, at which a quorum of directors was present and \_\_\_\_\_ [name] took the chair of the Meeting.

It was noted that the directors' meeting of \_\_\_\_\_ [name of company] of which the Company is a corporate director would be held on \_\_\_\_\_ [date]

It was resolved that \_\_\_\_\_ [name] be and is authorized to represent the Company to attend, act and vote on behalf of the Company at the directors' meeting of \_\_\_\_\_ [name of company] held on \_\_\_\_\_ [date] and any adjournment thereof.

I/We hereby certify and confirm that the foregoing resolution(s) is/are in full force and effect and constitute valid and binding obligations of the Company, and such resolution(s) has/have not been amended, varied, rescinded or revoked, in whole or in part.

Dated the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Certified by :-

\_\_\_\_\_  
Chairman/Director(s)

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### 傳真彌償書 Facsimile Indemnity

致：合作金庫商業銀行香港分行（以下稱本行）

To: Taiwan cooperative bank Hong Kong Branch (the Bank)

1. 申請人謹此要求本行接受並執行申請人或聲稱由申請人發出關於由本行提供的服務或於本行開立的帳戶的任何傳真指示、指令、通知或要求（下稱“傳真指示”），惟本行保留根據本彌償書的條款及細則拒絕接受或執行傳真指示的權利。

The Applicant hereby requests the Bank considers to accept and execute any facsimile instruction, directions, communications or requests (“Facsimile Instruction”) in connection with the service provided by or account maintained with the Bank given by the Applicant or person purports to be the Applicant provided always that the Bank reserves its right to refuse to accept or execute the Facsimile Instruction subject to the terms and conditions.

2. 鑑於本行不時同意接受及執行傳真指示，申請人向本行陳述、保證及承諾：—

In consideration of the Bank from time to time agreeing to accept and execute the Facsimile Instruction, the Applicant hereby represents and warrants to and undertakes with the Bank that:-

- (a) 本行可要求傳真指示須載有本行不時指定的識別代碼或鑒定裝置；  
the Bank may require the Facsimile Instruction to contain an identification code or test device stipulated by the Bank from time to time;
- (b) 在本行決定的某些情況下，本行在按傳真指示行事前可要求申請人以**本行指定的方式確認**傳真指示及可保留權利拒絕接受或執行傳真指示而毋須給予任何理由。此外，本行毋須為拒絕接受或執行傳真指示而導致申請人所承受或蒙受的損失或損害承擔任何責任；  
the Bank may require from the Applicant confirmation of any of the Facsimile Instruction in such form as the Bank may, under circumstances determined by the Bank specify before executing on the same and reserve the Bank’s rights to refuse to follow or execute the Facsimile Instruction without offering any reason. Further, the Bank shall not be liable to any loss or damages the Applicant may suffer or sustain by reason of the Bank’s refusal to accept or execute the Facsimile Instruction;
- (c) 儘管就任何傳真指示而言，存在於任何錯誤、誤解、不清楚、欺詐、偽造或並無授權，祇要銀行或其職員於真誠地相信該等傳真指示時認為指示乃是真的，且不論發出指示當時之情況或交易之性質或金額，銀行有權將該等傳真指示視為業經取得客戶之充份而據以行事，同時對客戶有約束力。銀行對此行事而使客戶遭受之任何損失毋須負責；  
regardless of the circumstances prevailing at the time of the instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation to the Facsimile Instructions, the Bank shall be entitled to execute Facsimile Instructions given to it so long as the Bank or any of its officers or employees believes the same to be genuine when given. The Bank shall not be liable to the Applicant for any losses sustained by the Applicant as a result thereof.
- (d) 除本行與申請人另有協議外，申請人於傳真指示傳送到本行後，須即時將傳真指示的正本送遞到本行，本行毋須因未能收到傳真指示的正本而引起的一切後果承擔任何責任。此外，申請人同意及聲明，申請人須為送遞傳真指示的正本予本行負上全部責任。倘若正本因任何原因未能送達本行，則本行有權將傳真指示作為有關已提供的服務及/或交易的最終及終局性的證據；unless otherwise agreed between the Bank and the Applicant, the Applicant shall forward the original hard copy of the Facsimile Instruction to the Bank immediately following the transmission of the Facsimile Instruction. The Bank will not be liable for any consequence whatsoever if the original hard copy of the Facsimile Instruction is or has not been received by the Bank. Further, the Applicant agrees and declares that it is the Applicant’s sole responsibility to send the original hard copy of the Facsimile Instruction to the Bank. Should the original hard copy fail to reach the Bank for whatsoever executed reason, the Bank shall be entitled to treat the Facsimile Instruction as final and conclusive evidence in relation to the relevant service rendered and/or transaction ;
- (e) 凡以圖文傳真機發出的傳真指示而隨後將正本送交本行，則申請人保證正本必清楚註明該傳真指示曾以傳真機發出及傳真日期。本行毋須承擔任何因正本欠缺該附註而引起的一切直接或間接的後果，包括但不限於本行按傳真指示作出雙重付款或資產調撥及其他申請人因雙重付款或資產調撥而承受或蒙受的任何損失或損害；  
where any of the Facsimile Instruction is given by facsimile machine and followed by delivery of the original thereof, the representation made by the Applicant that it has been given by facsimile machine together with the date of the facsimile shall be unequivocally annotated on the original hard copy. The Bank will not be held liable for any result, directly or indirectly, due to the absence of such annotation in any case including, without limitation, duplicated payment or transfer of asset and any loss or damage suffered or sustained by the Applicant arising from the duplicated payment or transfer of asset.
- (f) 對於因本行無法控制的任何原因，包括但不限於傳送或通訊設施因任何原因損壞或失效，或因任何其他原因導致傳送或通訊無法進行或發生延誤或錯誤，導使本行未能或延遲按傳真指示行事，本行毋須承擔任何責任；及  
the Bank will not be liable for any failure or delay in executing on any of the Facsimile Instruction by reason of any cause beyond control including, without limitation, any breakdown or failure of transmission or communication facilities for whatsoever reason, or breakdown of or delay or error in transmission or communication for any other reason; and
- (g) 對於本行依照上述任何傳真指示行事而直接或間接引起之所有索償、法律行動、責任、損失及支出（包括法律費用），申請人須向本行作出全面的彌償。  
the Applicant will fully indemnify the Bank against all claims, proceedings, liabilities, losses and expenses (including legal costs)

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resulting directly or indirectly from the Bank acting on any of the Facsimile Instruction.

3. 申請人授權本行在任何申請人於本行的帳戶中借記款項，以解除申請人按本彌償書對本行的責任。  
The Bank is authorized to debit any of the Applicant's account with the Bank in discharge of the Applicant's liability to the Bank hereunder.
4. 當申請人多於一個人時，本彌償書的陳述、保證、承諾及彌償均被視作由所有申請人共同及分別地作出。  
Where the Applicant is more than one person, the representations, warranties, undertakings and indemnities given herein shall be deemed to be given by all the Applicants jointly and severally.
5. 管轄並依據香港法律解釋。申請人不可撤銷地接受香港法院的非專屬司法管轄權管轄，但本行可在本行選擇的其他有司法管轄權的法院強制執行本彌償書。  
This Indemnity shall be governed by and construed in all respects in accordance with Hong Kong law. The Applicant irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce this Indemnity in courts of other competent jurisdiction as the Bank may select.

### 以圖章/印章代替親筆簽署彌償書 Indemnity for use of Chop/Seal in lieu of Manual Signature

1. 鑑於本行接受執行或遵從載有申請人或授權人的印章式樣（下稱“獲授權印記”）的指示（下稱“指示”），申請人在此不可撤銷地及無條件地與本行同意及承諾如下：-  
In consideration of the Bank's agreeing to accept, follow or act on any such of the Applicant's instruction (the "Instruction") bearing an impression of the Applicant's or the authorized person's chop or seal (the "Authorized Impression"), the Applicant hereby irrevocably and unconditionally agrees with and undertakes to the Bank that:-
  - (a) 針對關乎無論任何性質的帳戶及/或服務的任何轉帳、付款、提款、交易或運作而言，單憑獲授權印記本身即構成足夠及終局性的授權，並對申請人具有終局性的約束力；  
the Authorized Impression by itself shall be sufficient and conclusive authority for any transfer, payment, withdrawal, transaction or operation of whatever nature in respect of the account and/or service and shall be conclusively binding on the Applicant;
  - (b) 本行有絕對的權利可以拒絕接受任何指示，倘若該等指示不遵從或遵守任何當時有效的本行為規管帳戶及/或服務而訂立的條款及細則（下稱“條款及細則”）；  
the Bank has absolute right to refuse to accept any of the Instruction in the event that any of the Bank's terms and conditions (the "Terms and Conditions") governing the relevant account and/or service for the time being in force shall not be complied with or otherwise observed;
  - (c) 倘若條款及細則與本彌償書的條文有任何差異，以本彌償書的條文為準；  
if there is any difference between the Terms and Conditions and the provisions of this Indemnity, the provisions of this Indemnity shall prevail;
  - (d) 本行毋須確認：  
the Bank is not obliged to verify whether:
    - (i) 獲授權印記是否由申請人蓋上；  
the Authorized Impression is affixed by the Applicant;
    - (ii) 獲授權印記是否真實或偽造；  
the Authorized Impression is genuine or forged;
    - (iii) 獲授權印記的蓋印是否已獲申請人的授權或已為申請人所知悉；或  
the Authorized Impression has been affixed with the Applicant's authority or knowledge; or
    - (iv) 任何指引是否已獲申請人妥為授權。  
any of the Instruction has been duly authorized by the Applicant.
  - (e) 本行對於以蓋印獲授權印記形式代替申請人的親筆簽署形式運作帳戶或使用服務所涉及、導致或引起的所有風險及損失將不承擔任何責任；  
the Bank shall accept no responsibility for all risks and losses of whatever nature in connection or associated with or caused or occasioned by operating the account or using the service by means of the Authorized Impression in lieu of the Applicant's manual signature;
  - (f) 倘若在任何時候，獲授權印記遺失或被竊，或申請人知悉或有合理的理由相信或懷疑獲授權印記可能於未獲申請人授權的情況下被使用，則申請人將立刻以書面通知本行有關的事宜。若本行在收到前述通知之後，但在有合理機會作出回應之前，執行任何指示，則本行毋須對之承擔責任；  
the Applicant shall promptly notify the Bank in writing if at any time the Authorized Impression shall be lost or stolen or the Applicant shall have notice or reasonable ground to believe or to suspect that the same may be used or stamped without the Applicant's authority. The Bank shall not be responsible for following the Instruction provided always that it is followed before the Bank has had a reasonable opportunity to respond subsequent to the fact that such notice has reached the Bank;
  - (g) 本行對接受及遵從指示而引起申請人的任何損失或損害，毋須承擔任何責任；  
the Bank will not be liable for any loss or damage whatsoever suffered or sustained by the Applicant arising out of the Bank's accepting and following the Instruction;
  - (h) 倘若因為本行接受指示及按該等指示行事，而蒙受或招致任何訴訟、法律行動、訟案、損失、損害、索償、支出（法律上或其他）、利息、成本及費用，則申請人保證本行不致蒙受損害或損失並對本行作出全面彌償。  
the Applicant shall hold the Bank harmless and keep the Bank fully indemnified against all actions, proceedings, suits, losses, damages,

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claims, expenses (legal and otherwise), interests, costs and charges whatsoever suffered or incurred by the Bank howsoever arising out of the Bank's acceptance of or acting upon the Instruction.

- 申請人授權本行在任何申請人於本行的帳戶中借記款項，以解除申請人按本彌償書對本行的責任。  
The Bank is authorized to debit any of the Applicant's account with the Bank in discharge of the Applicant's liability to the Bank hereunder.
- 當申請人多於一個人時，本彌償書的陳述、保證、承諾及彌償均被視作由所有申請人共同及分別地作出。  
Where the Applicant is more than one person, the representations, warranties, undertakings and indemnities given herein shall be deemed to be given by all the Applicants jointly and severally.
- 本彌償書在各方面均受香港法律管轄並依據香港法律解釋。申請人不可撤銷地接受香港法院的非專屬司法管轄權管轄，但本行可在本行選擇的其他有司法管轄權的法院強制執行本彌償書。  
This Indemnity shall be governed by and construed in all respects in accordance with Hong Kong law. The Applicant irrevocably submits to the non-exclusive jurisdiction of the Hong Kong Courts but the Bank shall be entitled to enforce this Indemnity in courts of other competent jurisdiction as the Bank may select.

合作金庫商業銀行股份有限公司是香港的存款保障計劃的成員。本銀行接受的活期存款、支票存款及年期不多於5年的定期存款受存保計劃保障，最高保障額為每名存款人HK\$500,000.00。

Taiwan Cooperative Bank, Ltd. is a member of the Deposit Protection Scheme in Hong Kong. Savings Account、Current Account and Time Deposit Account with a term not more than 5 years taken by this Bank are protected by the Scheme up to a limit of HK\$500,000 per depositor.

\_\_\_\_\_  
Signature of Customer/Applicant 客戶/申請人簽章  
Name 姓名：

\_\_\_\_\_  
Signature of Customer/Applicant 客戶/申請人簽章  
Name 姓名：

For bank use only 銀行內部使用		
Approver 覆核	Maker 經辦	S.V. 身份核對