

- (f) the Bank assumes no duty or liability for verifying the propriety or integrity of any instructions given by the Primary User(s) and the Secondary User(s) (if applicable);
- 4. The Related Company hereby confirms, agrees and authorises the Bank to:
 - (a) transmit or otherwise communicate information to the Permitted Persons in respect of the Related Company Designated Accounts and/or such other accounts as may be notified to you from time to time;
 - (b) give effect to any instruction received by the Bank via Hang Seng Business e-Banking whether by debiting the Related Company Designated Account(s) or by taking any other relevant action;
 - (c) act upon the authority referred to in Clause 4(a) and 4(b) above in respect of the Related Company Designated Accounts and for the purposes set out in Schedule 1 hereto or in the Previous Resolutions (as the case may be), in the Amendment/Termination Form attached hereto (where the Related Company amends/terminates the arrangement with the Bank for the Services);
 - (d) treat all instructions received by the Bank through the Services as instructions properly authorised by the Related Company, even if they conflict with the terms of any other mandates given at any time concerning the Related Company Designated Accounts or affairs;
- 5. **The Related Company accepts and undertakes to accept full responsibility for all the debits, transfers and other transactions and dealings effected by the use of the Services (whether authorised by the Permitted Persons or not);**
- 6. Each of the Application Form, the Schedule 1 hereto or the Previous Resolutions (as the case may be), the Amendment/Termination Form attached hereto (where the Related Company amends/terminates the arrangement with the Bank for the Services), the Terms and Conditions in the form tabled at the Meeting and the applicable terms and conditions from time to time in force governing the use of the Services shall be and is approved and accepted;
- 7. The Related Company understands and acknowledges that by authorising the Permitted Persons to extend the Services to the Related Company Designated Accounts, the Related Company will also be bound by the terms in the Application Form to the extent as they relate to or affect the Related Company Designated Accounts or the operation thereof, the Terms and Conditions and the Related Company acknowledges that it has been supplied with a copy of and has read the Application Form and the Terms and Conditions;
- 8. **The Related Company warrants and confirms the Declarations as set out in Part F of Schedule 1 hereto or in the Previous Resolutions (as the case may be), in the Amendment/Termination Form attached hereto (where the Related Company amends/terminates the arrangement with the Bank for the Services);**
- 9. The Related Company understands and acknowledges that the Bank and the Related Company may terminate the authorisation given herein by giving thirty (30) days' written notice to the other and either party will be entitled to terminate the authorisation given herein with immediate effect in the event of a material breach by the other party. The authorisation given herein will automatically terminate in the event of the termination of the Services by the Applicant;
- 10. In the case of a partnership, these Resolutions will continue in force, in the absence of any notice to terminate being given, notwithstanding any change of name of the partnership, admission of new partner(s) or any partner ceasing to be a member of the partnership by reason of death or otherwise; and
- 11. 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 Related Company and a copy certified by the chairman of the meeting shall have been received by the Bank.

I/WE CERTIFY the foregoing to be the true copy of the Resolutions as entered into the minute book of the Related Company duly passed at a meeting of the board of directors or the governing body (as the case may be) of the Related Company in accordance with the articles of association or the constitutional documents (as the case may be) of the Related Company held at _____ on the _____ day of _____.

Dated this _____ day of _____.

<p>X</p> <p>_____</p> <p>Sole Proprietor/Partner/ Chairman of the Meeting (must be a director)/ Member of Governing Body</p>	<p>X</p> <p>_____</p> <p>Partner/Director/Member of Governing Body</p>	<p>X</p> <p>_____</p> <p>Partner/Director/Member of Governing Body</p>	<p>X</p> <p>_____</p> <p>Partner/Director/Member of Governing Body</p>
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[Note: These Resolutions should be signed by the Sole Proprietor if the Customer is a sole-proprietorship, all partners if a partnership, each of the Directors (including the Chairman of the Meeting) 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 Customer if a corporation or an unincorporated body or organisation.]

(銀行專用 For Bank Use)

Receiving branch		Authorised signature	CAS
Branch code			
Signature / ID verified			
Checked by			