

All information is required unless stated.  
请提供所有信息，除非另有说明。

To: OCBC Bank Limited  
致: 华侨银行有限公司

## CERTIFIED COPY OF RESOLUTION 决议之核证副本

passed at a Meeting of the Board of Directors of \_\_\_\_\_ (the "Company"),  
由 \_\_\_\_\_ (“本公司”) 董事会,

duly convened (at which a quorum was acting throughout) on the: \_\_\_\_\_ day (日) of \_\_\_\_\_ (月) 20\_\_\_\_ (年).  
在右侧日期正式召集(会议全程达到法定人数)的会议上通过:

### Appointment of banker 指定银行机构

**A RESOLVED** that OCBC Bank Limited and its related corporations, as well as their respective branches, representatives, and/or agents, and their successors and assigns (the "Bank" or "OCBC Group") be and it is hereby appointed banker of the Company.

兹决议, 特此指定华侨银行有限公司及其关联公司, 以及他们各自的分支机构、代表处和/或代理人及他们的继承人和受让人(“银行”或“华侨银行集团”)作为本公司的银行机构。

### Appointment of authorised persons 指定授权人员

**B RESOLVED** that the Company hereby approves each of the following and that the **authorised persons specified in the Schedule** hereto and acting according to the signing mandate indicated therein be and are hereby authorised on behalf of the Company (please refer to the Schedule hereto for the **authorised persons and signing conditions**):

兹决议, 特此批准下列各项, 并特此授权附录中所述授权人员(根据其中所载签署权限行事)代表本公司(关于授权人员和签署条件, 请参阅附录):

#### i **Open and Close Accounts** 开户和销户

To approve and open with the Bank any number of accounts (the "Accounts"), now or at any time hereafter (the "Account Applications") for and on behalf of the Company subject to and in accordance with the terms and conditions governing such accounts, as amended from time to time by the Bank, and to execute any and all documents in connection therewith or incidental thereto, including any amendments thereto and to give instructions to close any Accounts;

根据银行不时修订的账户相关条款与条件, 现在或以后随时代表本公司批准并在银行开立任何数量的账户(“账户”)(“账户申请”), 签署与该等账户相关的任何及所有文件(包括对这些文件所作修订), 以及发出任何销户指示。

#### ii **Apply for Account and Banking Services** 申请账户和银行服务

a. To apply for any service (the "Services") in respect of or in connection with any account opened by the Company with the Bank from time to time (whether opened before or after the date of this resolution and including, without limitation, the Accounts) and provide related instructions.

申请与本公司不时在银行所开账户(无论在本决议日期之前或之后开立, 包括但不限于所述账户)相关的任何服务(“服务”), 以及提供相关指示。

For the avoidance of doubt, the Services shall include without limitation:

为免生疑问, 所述服务应包括但不限于:

- custodial services  
托管服务
- electronic services  
电子服务
- cash management services  
现金管理服务
- remittance and payment services  
汇款及支付服务
- trade related services  
贸易相关服务
- any other services or transactions  
其他服务或交易

and in each case including, without limitation, electronic banking channels and/or platforms, SWIFT services, services relating to quick response code functionalities, and access credentials that allow the holder (whether or not associated with the Company) to access and/or receive information in relation to the Company or any Accounts and/or operate any Accounts (including without limitation to give instructions).

在每种情况下, 包括但不限于电子银行渠道和/或平台、SWIFT服务、快速响应代码功能相关服务, 以及访问凭证(允许持有人(无论是否与本公司有关联)访问和/或接收与本公司或任何账户相关的信息和/或操作任何账户(包括但不限于发出指示))。

b. To authorise the Bank to act on and accept as duly signed for the Company any application ("Services Application") (subject to and in accordance with the Bank's terms and conditions set out in such application) and all other documents requested by the Bank in connection with or incidental to the transaction or provision of such services (including without limitation the operation of accounts in any manner, other than by original written signature, such as by facsimile transmission, electronic means or otherwise and the use of Personal Identification Numbers (PINs), telephones, computer terminals or other means) and in this connection to deliver to the Bank, on behalf of the Company, guarantees or indemnities or any other security in form and substance acceptable to the Bank, if the same are signed by the **authorised persons specified in the Schedule** hereto and acting according to the signing mandate indicated therein provided always that, if the Bank receives any instructions which appear to the Bank to be ambiguous or conflicting, the Bank may choose not to act upon them (even if it would result in any loss, without the Bank being liable in any way) until the Bank receives clear and definitive instructions from the Company.

授权银行执行并接受代表本公司正式签署的任何申请(“服务申请”) (根据该申请中所载银行条款与条件), 以及银行就提供该等服务或交易而要求的所有其他文件(包括但不限于以除原始书面签名之外的任何方式操作账户, 例如: 传真、电子或其他方式, 以及使用个人识别号码、电话、计算机终端或其他方式), 并就此代表本公司向银行提供担保或赔偿或任何其他保证(形式和内容均为银行所接受), 前提是该等担保或赔偿由附录中所述授权人员(根据其中所载签署权限行事) 签署, 惟若银行收到任何在银行看来含糊不清或相互矛盾的指示, 则在银行收到本公司明确指示之前, 银行可以选择不予执行(即便这会造成本公司任何损失, 银行亦无须承担任何责任)。

### iii **Appointment of Authorised Users of the Respective Services**

#### **指定相关服务授权用户**

To **appoint, certify and confirm** to the Bank in the respective Services Applications or any letter of instruction the names of the person(s) (whether or not associated with the Company), their particulars and the offices respectively held by them, together with specimens of their signatures who are appointed as the **Authorised Users** of the respective Services subject to the terms and conditions governing such Services and who are authorised to access and/or receive information relating to the Company or any Account and/or operate any Account (including without limitation to give instructions), and the Bank shall be authorised to act on and accept any instructions given, and transactions entered into by any of the **Authorised Users** for and in connection with such Service(s), subject to and in accordance with the Bank's terms and conditions governing such Services, by original written signature, by facsimile transmission, electronic means or otherwise and the use of access credentials, Personal Identification Numbers (PINs), telephones, computer terminals or other means which the Bank may permit for such Service(s) and all such instructions and transactions shall be deemed to be binding and conclusive on the Company.

在相关服务申请或任何指示函中, 向银行**指定、证明和确认**被指定为相关服务授权用户之人(无论是否与本公司有关联)的姓名、详细资料和职务, 并附其签名式样, 惟指定授权用户须遵守有关该等服务的条款与条件, 该人获授权访问和/或接收与本公司或任何账户相关的信息和/或操作任何账户(包括但不限于发出指示), 银行获授权执行并接受所发出的任何指示, 以及授权用户根据银行有关该等服务的条款与条件, 通过原始书面签名、传真、电子或其他方式以及使用访问凭证、个人识别号码、电话、计算机终端或银行可能允许的其他方式进行的相关交易, 所有此类指示和交易应视为对公司具有约束力和决定性。

### iv **Appointment of Authorised Signatories**

#### **指定授权签署人**

To **appoint, certify and confirm** to the Bank the names of the person(s) of the Company who are appointed as the **Authorised Signatories** of any accounts opened by the Company with the Bank from time to time (whether opened before or after the date of this resolution) including, without limitation, the relevant Accounts and/or Services in the respective Account Applications and/or Services Applications subject to the terms and conditions governing such accounts or services and the offices respectively held by the **Authorised Signatories**, together with specimens of their signatures and signing limits and conditions.

向银行**指定、证明和确认**本公司不时在银行所开账户(无论在本决议日期之前或之后开立, 包括但不限于各账户申请和/或服务申请中所述相关账户和/或服务, 但须遵守有关该等账户或服务的条款与条件)的授权签署人之姓名和职务, 并附其签名式样以及签署限制与条件。

### v **Borrowing and Granting Security**

#### **借贷和授信担保**

- a. To borrow money and obtain banking or other credit facilities or accommodation (including but not limited to loan, overdraft, discounting of bills, letter of credit facility, releasing of documents against trust receipts, banker's guarantee/standby letters of credit, shipping guarantees) for the Company, whether alone or jointly and/or severally with any of its subsidiaries or affiliates, on any terms (including but not limited to any increase, revision, variation and/or restructuring of such terms) and to incur, sign, make, give and/or deliver on behalf of the Company any documents (including but not limited to notes, drafts, acceptances, instruments of guarantee, agreements, facility letters / agreements (including any restatement, amendment or supplemental letter / agreement entered in connection thereto), forms of deposit and withdrawal, letters or rights of set off, charges over deposit and any other obligations, undertakings, instructions, indemnities, and counter indemnities, utilisation requests (whether in the form of drawdown notices, trade / loan application forms or otherwise)) which may be required by the Bank in such form satisfactory to the Bank in connection with the Company's business or the banking or other credit facilities now or hereafter offered or granted by the Bank to the Company or with any and all indebtedness and/or liabilities of the Company to the Bank now or hereafter incurred;

根据任何条款(包括但不限于该等条款之补充、修改、变更和/或调整)为本公司(无论是单独和/或与其任何子公司或关联机构共同行事)借款和获得银行贷款或其他信贷授信或资金融通(包括但不限于贷款、透支、票据贴现、信用证授信、凭信托收据出具单据、银行担保/备用信用证、航运担保), 并就本公司业务或是银行目前或未来向本公司提供或授予银行贷款或其他信贷授信, 或就本公司目前或未来对银行产生的任何及所有债务和/或负债, 以银行满意之形式, 代表公司产生、签署、制作、给予和/或交付银行所要求的任何文件(包括但不限于票据、汇票、承兑、担保文书、协议、授信函/协议(包括与之相关的任何重述、修改或补充函/协议)、存取表、抵销权、存款费用及任何其他义务、承诺、指示、赔偿和反赔偿、动款请求(无论是以提款通知、交易/贷款申请表或其他形式));

- b. To pledge, mortgage, charge or assign and/or deliver on any terms, as security for money now or hereafter borrowed or credit now or hereafter obtained (whether alone or jointly and/or severally with any of its subsidiaries or affiliates) from the Bank all or any of the assets of the Company including but not limited to stocks, bonds, bills receivable, accounts, mortgages, merchandise, bill-of-lading, warehouse receipts, insurance policies, certificates, and any other property held by or belonging to the Company with full authority to endorse, assign or guarantee the same in the name of the Company;

根据任何条款向银行质押、抵押、押记或转让和/或交付本公司任何或所有资产, 包括但不限于股票、债券、应收票据、账户、抵押物、商品、提单、仓单、保险单、凭证, 以及本公司持有或属于本公司并有权以本公司名义背书、转让或担保的任何其他财产, 作为目前或未来向银行借款或获得信贷(无论是单独和/或与其任何子公司或关联机构共同行事)之担保;

- c. To discount any bills receivable or any document held by the Company with full authority to endorse the same in the name of the Company; and

贴现任何应收票据或本公司持有并有权以本公司名义背书的任何文件; 及

- d. To withdraw from the Bank and give receipts for and deal with or to authorise the Bank to deliver to bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether held as collateral security or for safekeeping or for any other purpose.

从银行撤回并出具收据和处理或授权银行向持票人或一个或多个指定人员交付其持有的全部或任何文件、证券或其他财产, 无论是作为抵押品或是出于保管或任何其他目的。

### vi **Verification of Specimen Signatures, Notification of Change in Authorised Persons**

#### **核实签名式样、授权人员变更通知**

To **appoint, certify and confirm** to the Bank the names of the **authorised persons specified in the Schedule** hereto, the **Authorised Users referred to in Clause B(iii)** and the **Authorised Signatories referred to in Clauses B(iv) and (C)** (collectively, the “**Authorised Persons**”) and the offices respectively held by them, together with specimens of their signatures, and in case of any future change of any of the **Authorised Persons** or their respective signing conditions and/or limits, the fact of such change and the names of any new or replacement **Authorised Person(s)** (the “**New Authorised Person(s)**”) and the offices respectively held by them, together with specimens of their signatures; and the Bank be, and hereby is, authorised to honour any instrument signed by any **New Authorised Persons** in respect of whom it has received any such certificate or certificates with the same force and effect as if said person or persons were named in the foregoing resolution in addition to or in the place of any person or persons who is/are deleted from the list of the **Authorised Persons** certified in the **Schedule** hereto or any of the Account or Service Applications.

向银行指定、证明和确认附录中所述授权人员、第B(iii)条中所述授权用户和第B(iv)条和(C)条中所述授权签署人(统称为“授权人员”)之姓名、职务及其签名式样, 如果任何授权人员或其各自签署条件和/或限制将来发生任何变更, 则向银行指定、证明和确认该等变更之事实、新任或替换授权人员(“新任授权人员”)之姓名、职务及其签名式样; 并特此授权银行处理经新任授权人员签署的任何文书, 前提是银行收到相关证明, 其效力视同该人具名于签署决议中, 作为附录或任何账户或服务申请中所载授权人员名单之补充或替换。

## vii Electronic Communication and Signing

### 电子通讯和签署

- a. To communicate with the Bank by electronic mail from electronic mail addresses as may be notified to the Bank from time to time and/or to sign and execute any contracts, agreements, forms, notices, instruments, instructions or other documents on behalf of the Company electronically, including by way of any electronic signing platform designated by the Bank (“Electronic Communication and/or Signing”), in respect of, in connection with, incidental or ancillary to the Accounts, Account Applications, Services, Services Applications, any banking or other credit facilities now or hereafter offered or granted by the Bank to the Company and/or the granting of security by the Company to the bank.

使用不时告知银行的电邮地址与银行进行电邮沟通, 和/或代表公司以电子方式(包括银行指定的电子签署平台)签署和执行与账户、账户申请、服务、服务申请、银行目前或未来向公司提供或授予其他信贷授信和/或本公司向银行提供担保相关的任何合同、协议、表单、通知、文书、指示或其他文件(“电子通讯和/或签署”)。

- b. In respect of or in connection with Electronic Communication and/or Signing, to sign, give or deliver to the Bank any agreements, forms, letters, authorisations, instructions, guarantees, indemnities, security or other documents on behalf of the Company which the Bank may require in order to act upon or rely on such Electronic Communication and/or Signing, if the same are signed by the authorised persons specified in the Schedule hereto and acting according to the signing mandate indicated therein provided always that if the Bank receives any instructions or documents which appear to the Bank to be ambiguous or conflicting, the Bank may choose not to act upon them (even if it would result in any loss, without the Bank being liable in any way) until the Bank receives clear and definitive instructions or documents from the Company.

就电子通讯和/或签署而言, 代表本公司签署并向银行提供或交付银行为执行或依赖该等电子通讯和/或签署而可能要求的任何协议、表单、信函、授权、指示、保证、赔偿、担保或其他相关文件; 前提是这些文件由附录中所述授权人员(根据其中所载签署权限行事)签署, 惟若银行收到任何在银行看来含糊不清或相互矛盾的指示或文件, 则在银行收到本公司明确指示或文件之前, 银行可以选择不予执行(即便这会造任何损失, 银行亦无须承担任何责任)。

## Appointment of Authorised Signatories

### 指定授权签署人

- C RESOLVED that the person(s) who is/are appointed as the Authorised Signatories in accordance with and pursuant to Clause B(iv) above and acting according to the signing mandate indicated in the respective Account Applications and/or Services Applications be and are hereby authorised to draw, sign, endorse, accept or make for or on behalf of the Company all cheques, bills of exchange, orders to pay and any other instruments (even if, where permitted by the Bank the relevant account is or will become overdrawn) in respect of or in connection with the relevant account opened by the Company with the Bank from time to time (whether opened before or after the date of this resolution) including, without limitation, such Account and/or the Services even though the payment is for the benefit of any director, employee, authorised signatory or individual order of any signing person without the Bank having to enquire into the circumstances or being liable in any way in respect of such payment and the Bank be and is authorised to honour any such cheques, bills of exchange, orders to pay and any other instruments, accept and credit to the account of the Company all 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 and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipts.

兹决议, 特此授权以上第B(iv)条项下指定授权签署人(根据相关账户申请和/或服务申请中所载签署权限行事)代表本公司开具、签署、背书、接受或制作与本公司不时在银行所开账户(无论在本决议日期之前或之后开立)相关的所有支票、汇票、付款单及任何其他票据(尽管在银行允许情况下, 相关账户已经或将会透支), 包括但不限于所述账户和/或服务, 即便付款是为任何董事、员工、授权签署人之利益, 或是出于任何签署人员单独所发指令, 银行无须对该等付款进行调查或以任何方式承担责任, 并授权银行承兑任何该等支票、汇票、付款单和任何其他票据, 接受存入以本公司名义在银行所持账户之款项, 或银行所欠款项, 以及所有支票、账单、汇票、其他可转让票据、订单或收据金额, 并记入公司账户贷方。

## Execution of Deeds

### 签署契约

- D RESOLVED, that authority be and is hereby given to execute any document described or expressed as a deed (without affixing a common seal onto such document) by any two Directors or a Director and the Company Secretary of the Company.

兹决议, 特此授权本公司任何两名董事或一名董事加上公司秘书签署任何描述或表示为契约之文件(无须在该等文件上加盖公章)。

## Certification and communication of resolutions

### 决议核证及传达

#### E RESOLVED,

兹决议,

- i. That a copy of any resolution of the Board of Directors if purporting to be certified as correct by any two Directors of the Company or by a Director and the Company Secretary be, as between the Company and the Bank, conclusive evidence of the passing of the resolution so certified;  
董事会任何决议之副本, 如经本公司任何两名董事或一名董事加上公司秘书核证无误, 在本公司和银行之间, 应作为该等决议获得通过的确定性证据;
- ii. That this resolution be communicated to the Bank and remain in force until notice in writing be given to the Bank by any two Directors of the Company or by a Director and the Company Secretary and that until such notice in writing is actually received, the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of this resolution;  
本决议传达给银行, 并保持十足效力及作用, 直至本公司任何两名董事或一名董事加上公司秘书另行发出书面通知, 而在实际收到该等书面通知之前, 银行如因继续根据本协议行事蒙受任何损失或产生任何责任, 则应获得赔偿, 确保免受损害;
- iii. By passing this resolution and communicating this resolution to the Bank, the Company acknowledges, agrees, and undertakes to each member of the OCBC Group that the Company agrees to be bound by and comply fully and at all times with any terms and conditions governing the Accounts, the Services, and/or the Company's relationship with any member of the OCBC Group, as may be amended by the Bank from time to time; and  
若通过本决议并将本决议告知银行, 即表示本公司认可、同意并向华侨银行集团旗下每个成员承诺, 本公司同意始终完全遵守有关账户、服务和/或本公司与华侨银行集团成员之间关系的任何条款与条件, 银行可能会不时对这些条款与条件作出修订; 及
- iv. That the English language version of this resolution (including without limitation the Schedule) shall prevail if and to the extent that there is a conflict or inconsistency between the English language version and any translation in any other language.  
如果本决议的英文版与任何其他语言版本之间存在冲突或不一致, 应以本决议(包括但不限于附件)的英文版为准。

**Schedule of Authorised Persons**

**授权人员名单**

*Please fill in the numbers accordingly 请相应填写数字*

Any \_\_\_\_\_ of the following person(s) are authorised to open and close accounts, apply for account and banking services, borrow and create security and appoint and certify authorised users and persons for or on behalf of the Company subject to and in accordance with the resolutions to which this list is attached.

授权以下任何 \_\_\_\_\_ 人员根据相关决议,代表本公司办理开户/销户、申请账户与银行服务、借贷和设立担保,以及指定和证明授权用户及人员。

Personal particulars 个人资料		Signature 签名
		<i>Please sign within the box</i> 请在方框内签名
Name 姓名 _____	NRIC/Passport number 身份证/护照号码 _____	[Signature Box]
Country of issue 签发国 _____	Designation/Title 称谓/头衔 _____	
Name 姓名 _____	NRIC/Passport number 身份证/护照号码 _____	[Signature Box]
Country of issue 签发国 _____	Designation/Title 称谓/头衔 _____	
Name 姓名 _____	NRIC/Passport number 身份证/护照号码 _____	[Signature Box]
Country of issue 签发国 _____	Designation/Title 称谓/头衔 _____	
Name 姓名 _____	NRIC/Passport number 身份证/护照号码 _____	[Signature Box]
Country of issue 签发国 _____	Designation/Title 称谓/头衔 _____	
Name 姓名 _____	NRIC/Passport number 身份证/护照号码 _____	[Signature Box]
Country of issue 签发国 _____	Designation/Title 称谓/头衔 _____	

We, \_\_\_\_\_ and \_\_\_\_\_, 我们, \_\_\_\_\_ 和 \_\_\_\_\_,

as Director(s)/Company Secretary hereby certify that the foregoing resolutions 作为董事/公司秘书,特此证明,前述决议

- (A) have been duly entered in the minute book and signed by the Chairman, 已正式记入会议记录簿,并由董事会主席签字,
- (B) are still in force, 仍然有效,
- (C) do not exceed the objects or powers of the Company or the powers of the directors to enter into them. 未超出本公司的目标或权力,或董事会通过决议的权力。

We further certify that the present officers of the Company and persons authorised as aforesaid and the job titles respectively held by them and their respective signatures are as set out in the Schedule.

我们亦证明,本公司现任高级管理人员和前述授权人员及其各自职务和签名均载于附录中。

Dated 日期: \_\_\_\_\_ day (日) of \_\_\_\_\_ (月) 20 \_\_\_\_\_ (年)。

Signature 签名  
[Signature Box]


Name 姓名  
\_\_\_\_\_

Director 董事

Signature 签名  
[Signature Box]

Name 姓名  
\_\_\_\_\_

Director/Company Secretary *Delete where applicable*  
董事/公司秘书 需要时删除

 **Complete and return this form to us at:**  
填写本表并返回给我们:  
OCBC Bank Limited, OCBC Centre, No.1155 Yuanshen Road, Pudong New District, Shanghai P.R. China