

To: **MUFG Bank, Ltd.**  
(Incorporated in Japan with limited liability)

**MANDATE FOR ACCOUNT OF A LIMITED COMPANY**

Name of Company : \_\_\_\_\_<sup>1</sup> (the "Company")

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

- (A) On behalf of the Company, we request and authorize MUFG Bank, Ltd. to open and continue current and other accounts denominated in HK Dollars and other currencies (as designated from time to time) in the name of the
- Company
- Others : \_\_\_\_\_

(B) I certify that at a meeting of the Directors of the Company duly convened and held on \_\_\_\_\_<sup>2</sup> the following resolutions were duly passed : -

1. That the Company retains the services of and appoints MUFG Bank, Ltd. (the "Bank") as banker for the Company subject to the Bank's Rules for Current Accounts or other relevant terms and conditions in force from time to time, copies of which had been produced to the meeting and agreed to.
2. That the relevant person(s) referred to in the Schedule are authorized on behalf of the Company if acting as prescribed in the Schedule to arrange for an account or accounts (including one or more current or savings accounts or fixed or call deposits) denominated in HK Dollars or other currencies, as considered desirable at any time, to be opened with the Bank in name of the Company.
3. That the Bank be authorized until a notice in writing to the contrary from the Company signed by an authorized officer of the Company is received by the appropriate officer of the Bank and in each case whether the Company's account or accounts be in credit or overdrawn or may become overdrawn in consequence (but without affecting the Bank's right to refuse to allow an overdraft or increase of overdraft beyond any agreed limit and subject always to the proviso to this Paragraph 3) :-
  - (a) to honour and to comply with all cheques, drafts, orders to pay, bills of exchange, promissory notes and receipts for monies expressed to be drawn, signed, accepted, endorsed or made (as the case may be) by or on behalf of the Company and signed in accordance with the Schedule and to debit such cheques, drafts, orders, bills, notes and receipts to the Company's account or accounts with the Bank and to accept money from time to time to the credit of the Company's account or accounts;
  - (b) to accept and act on any application or request for the issue of, or any instructions regarding, any letter of credit, guarantee, indemnity or counter-indemnity and to act on any instructions regarding any other transaction by the Company or regarding any of the Company's account or accounts with the Bank if signed in accordance with the Schedule;
  - (c) to act on any instructions regarding the purchase or sale of or other dealings in foreign currency if signed in accordance with the Schedule; and
  - (d) to honour and comply with any orders to withdraw any or all money on any of the Company's account or accounts with the Bank and with instructions to deliver, dispose of or deal with any securities, deeds, documents or other properties at any time held by the Bank for or for the account of the Company by way of safe custody, security or otherwise if signed in accordance with the Schedule but without prejudice to the Bank's right to refuse to honour and comply with such orders or instructions by reason of any actual or contingent liability of the Company to the Bank or notice which the Bank may have of any third party's interest in the relevant securities, deed, documents or property.

Provided that the Company acknowledges, confirms and agrees that the Bank will not be under any obligation to make any payment to the Company of any monies standing to the credit of the Company's account or accounts or to release any security or property given or deposited (whether as security or otherwise) by the Company to or with the Bank if such payment or release of security or property would be illegal under the laws of any jurisdiction.

4. That the persons referred to in the Schedule are authorized on behalf of the Company if acting as prescribed in the Schedule : -
  - (a) to arrange with the Bank at any time for advances of money to the Company by loan or overdraft or for other banking and credit facilities or accommodation, either with or without security;
  - (b) to sign any agreements (including guarantees and indemnities) with the Bank regarding any arrangements for advances of money, facilities or accommodation provided or to be provided to the Company or any other persons, firms or companies by the Bank; and
  - (c) to mortgage, charge or otherwise grant or create security (including security by pledge or deposit) over the Company's assets (including goodwill and uncalled capital) as security for the Company's liabilities to the Bank in respect of any advances of money, facilities or accommodation extended by the Bank to the Company and to execute or to authorize execution on behalf of the Company both under hand and under the Company's common seal of any documents required by the Bank at any time by way of or in connection with security for the Company's liabilities.

<sup>1</sup> Insert name of company.

<sup>2</sup> Insert date of resolution.

5. That the person(s) named in the Schedule (each an "Authorized Representative") are authorized on behalf of the Company if acting as prescribed in the Schedule to sign all cheques and instruments and to do all such acts referred to in Paragraphs 2, 3 and 4 of this Mandate.
6. That the Bank be authorized to accept any property deposited with it by anyone on behalf or purportedly on behalf of the Company as security for any advance of money, facility, accommodation or service which the Bank may make available to the Company or to other persons, firms or companies pursuant to a request made under Paragraph 4 of this Mandate.
7. (a) That, subject to any revocation, modification or change notified to the appropriate officer of the Bank in accordance with Paragraph 7(b) of this Mandate, the Bank be authorized and entitled to rely and act upon :-
  - (i) the resolutions herein;
  - (ii) the latest complete copy of the Company's Articles of Association or other constitutional document supplied by the Company to the Bank;
  - (iii) the names of and specimen signatures for the Authorized Representatives and the authority of any of them described herein; and
  - (iv) the address of the Company's registered office stated herein.(b) That the appropriate officer of the Bank be notified promptly in writing by any authorized signatory(s) of the Company and be provided with such evidence as he requires and that the Bank be authorized and entitled (without prejudice to the provisions of Paragraph 8 (a) of this Mandate) to rely and act upon such notification and evidence on and from the date of receipt of such notification and evidence, of any :-
  - (i) revocation or modification of the resolutions herein (which, for the avoidance of doubt, shall be effected by duly adopted Directors' resolutions);
  - (ii) change in the Company's Articles of Association or other constitutional document;
  - (iii) change in the names of and/or the specimen signatures of the Authorized Representatives or in the authority of any of them (which, for the avoidance of doubt, shall be effected by duly adopted Directors' resolutions); and
  - (iv) change in the address of the Company's registered office stated herein.
8. (a) That the Bank be notified of these resolutions, which shall constitute the Company's mandate to the Bank, and, subject to any revocation, modification or change effected pursuant to Paragraph 7(b) of this Mandate, shall remain in force until such revocation, modification or change shall have been notified to the Bank in accordance with Paragraph 7(b) of this Mandate.  
(b) That any authorized officer of the Company be authorized to sign and deliver the Bank's standard form mandate incorporating a certificate in respect of these resolutions and the specimen signatures of the Authorized Representatives and all other terms and conditions relating to the accounts or deposits established with the Bank.
9. That the operation of any account or accounts which the Company may have with the Bank is subject to such rules and to such amendments, variations and supplements to such rules as the Bank may from time to time prescribe. Without limiting the generality of the foregoing, any authorized officer of the Company is authorized on behalf of the Company to agree to such rules as the Bank may prescribe from time to time for the operation of any account or accounts which the Company may have or open with the Bank.
10. That the Bank be authorized to obtain such information regarding the Company from other persons, companies, institutions and bodies as the Bank may consider appropriate (including enquiring with other financial institutions) and to furnish other consumer credit grantors, credit bureaux, financial institutions, the Company's auditors, governments (including all overseas governments and departments and quasi governmental authorities thereof), courts and tribunals (including those of overseas countries) of competent jurisdiction particulars of the Company's account or accounts and its dealings and transactions with or through the Bank.
11. That this Mandate :-
  - (a) shall be governed by, and construed according to, Hong Kong law and the undertakings and agreements herein contained shall be enforceable against the Company in Hong Kong or elsewhere at the option of the Bank;
  - (b) shall remain in force until revoked by written notice received by the appropriate officer of the Bank or modified in accordance with Paragraph 7(b) of this Mandate above notwithstanding any change in the constitution or name of the Company;
  - (c) shall remain in full force notwithstanding any future change or changes in the name or constitution of the Bank; and
  - (d) shall remain in force until the Bank shall have acknowledged receipt of notice terminating it.
12. That within the context of this Mandate, reference to the "Bank" is to include any successors and assigns of the Bank and references to an authorized officer of the Company shall be to a person duly authorized by the Directors of the Company.
13. That copies of the following documents be certified by any authorized officer of the Company and supplied to the Bank forthwith :-
  - (a) the Company's current Articles of Association or other constitutional document incorporating all amending resolutions passed to date;
  - (b) a list of the Company's Directors and the Secretary at the date of this meeting;
  - (c) the Company's Certificate of Incorporation;
  - (d) all Certificates of Incorporation on Change of Name (if any);
  - (e) current Business Registration Certificate; and
  - (f) current return of particulars of directors and situation of registered office of the Company filed with the Companies Registry.

14. List of the Company's Directors and the Secretary at the date of this meeting.

**Name of Directors**

**Name of Directors**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**Name of Secretary :**

\_\_\_\_\_

I, \_\_\_\_\_<sup>3</sup>, being an authorized officer of the Company hereby certify that :-

- (1) the resolutions referred to in Paragraphs 1 to 14 of this Mandate have been incorporated in the minutes of the Company which have been duly signed and entered in the Company's minute book and have not been revoked or modified and are in full force and effect at this date; and
- (2) the Specimen Signature above his/her name in the annexed Schedule is the genuine signature of the corresponding Authorized Representative and shall operate as the specimen signature for him/her.

\_\_\_\_\_  
Authorized Officer  
(A Director/Company Secretary)

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

- Note : -
- (1) Before holding the Board Meeting to adopt the resolutions set out above, please check that the Company's Articles of Association contain the appropriate powers and provisions on (a) signing of cheques; (b) borrowing; and (c) sealing requirements.
  - (2) Alterations to this Mandate should be initialled by the Directors/Authorised Signatories signing on the Schedule.
  - (3) Please ensure that the address of the registered office of the Company stated at the beginning of this Mandate corresponds with that stated on the Company's latest return of situation of registered office.

<sup>3</sup> Insert full name of the authorized officer.

**SCHEDULE**  
**Specimen Signatures of Authorized Representatives**

(Please refer to Paragraph 5 of this Mandate.)

Specimen Signature	Specimen Signature
Full Name :	Full Name :
Specimen Signature	Specimen Signature
Full Name :	Full Name :
Specimen Signature	Specimen Signature
Full Name :	Full Name :
Specimen Signature	Specimen Signature
Full Name :	Full Name :
<b>Specimen Company Chop</b>	<b>Specimen Company Chop</b>

***Please rule a line diagonally across all the space left blank.***

**Manner of Signature** ( Please tick and specify the appropriate )

- Any one may sign.
- Two signatures are required.
- Others ( Please specify ) \_\_\_\_\_

**ALTERATION TO THIS SCHEDULE SHOULD BE SIGNED BY THE DIRECTORS/AUTHORISED SIGNATORY(S)**

FOR BANK USE ONLY (A: Customer Information)

Attended by	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="3">Marketing Dept.</th></tr> <tr><th>Dept Head</th><th>Manager</th><th>A/C Officer</th></tr> <tr><td style="height: 40px;"></td><td></td><td></td></tr> </table>	Marketing Dept.			Dept Head	Manager	A/C Officer				<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><th colspan="3">Operations Dept.</th></tr> <tr><th>SAGM</th><th>Manager</th><th>Checker</th></tr> <tr><td style="height: 40px;"></td><td></td><td></td></tr> </table>	Operations Dept.			SAGM	Manager	Checker			
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SAGM	Manager	Checker																		

Account Number \_\_\_\_\_ Customer Number \_\_\_\_\_

Remarks : \_\_\_\_\_