

**AUTHORIZATION AND INDEMNITY FOR
SOLE USE OF PERSONAL/COMPANY CHOP(S)**

To: **Bank SinoPac, Hong Kong Branch** (hereinafter the “**Bank**”)

Important Notice to Customer

- Customer must consider the possible risks inherent in the sole use of personal/company chop(s), including (without limitation) chop affixed or chopped on the instrument being forged or without or in excess of authority or fraudulently.
- Customer should not authorize the Bank to accept sole use of personal/company chop(s) on any instrument unless the Customer is prepared to undertake the relevant risks.

I/We, the undersigned, hereby authorize and request the Bank to accept the personal chop(s)/the company chop(s) (without personal and handwritten signature) (the “**Chop**”) of myself/ourselves or (as the case may be) of the Authorized Representative(s) (as defined in the mandate for the account(s)) whose name(s) is given below as an alternative to the personal and handwritten signature(s) (together with the company chop in the case of company) of myself/ourselves or (as the case may be) of such Authorized Representative(s) solely for the operation of the account(s) set out at the end of this Authorization and Indemnity and on any cheques, drafts, orders, bills and other documents or instruments, authorities, instructions, directions, applications, requests and transactions signed, executed, gave, made, issued, accepted and/or (as the case may be) entered into by me/us or in my/our name(s) or for my/our account(s) or on my/our behalf (the “**instrument**”) under the existing mandate(s) and/or other agreement(s) given for the account(s) with effect from_____.

I/We hereby agree, undertake and confirm that :-

1. any instrument bearing the Chop or purporting to bear a chop which resembles the Chop shall be deemed in all respects to have been duly, validly and properly signed, executed, given, made, issued, accepted or entered into and the Bank shall have no obligation or liability whatsoever to inquire into whether such chop has been properly or with due authority affixed or chopped;
2. I/We shall be bound by and remain liable to the Bank for such instrument notwithstanding that such Chop may be a forgery or such Chop may have been affixed or chopped thereto or thereon without or in excess of authority or fraudulently;
3. the presence of such Chop (or chop resembling the Chop) on the instrument shall be final and conclusive evidence of the correctness and authenticity of the instrument and of all the particulars stated thereon and I/we shall be estopped from denying such correctness and authenticity; and
4. the Bank is entitled to rely on or act upon the Chop and/or any instrument bearing the Chop or purporting to bear a chop which resembles the Chop.

In consideration of the Bank agreeing to accept the use of the Chop as aforesaid,

1. I/We shall bear all risks arising from the sole use of the Chop on the instrument and the Bank shall be released and discharged from all or any obligations, liabilities and responsibility in respect thereof apart from risks arising from its own wilful default or gross negligence. The risks for which the Bank shall not be responsible or liable shall include (without limitation) Chop affixed or chopped on the instrument being forged or without or in excess of authority or fraudulently.
2. I/We agree and undertake (jointly and severally, in case of joint or partnership account(s)) to indemnify the Bank and hold the Bank harmless against any and all loss, damages, costs, expenses, actions, proceedings, claims and/or demands whatsoever and howsoever caused that the

Bank may suffer or incur directly or indirectly as a result of the Bank accepting, relying on and/or acting on the Chop or the instrument or otherwise as a result of the Bank making any payment or incurring any obligation or liability under any of the instrument.

3. The Bank shall be entitled at any time, at its absolute discretion, to refuse my/our sole use of the Chop on the instrument and to refuse to carry out any instruction given pursuant to an instrument with such Chop affixed or chopped thereto or thereon.
4. I/We shall, upon receiving the notice of the Bank, cease to use the Chop and provide the personal and handwritten signature (of the Authorized Representative(s) together with the company chop in the case of company) in the event that a personal and handwritten signature is mandatory in the execution of an instrument by reason of legal/regulatory requirements under the laws of Hong Kong or the Bank's operational policy or for any other reason. Such personal and handwritten signature shall be the specimen signature accepted and recorded by the Bank under the existing mandate(s) and/or other agreement(s) given for the accounts.
5. I/We hereby further agree and confirm that save and except for the use of the Chop as aforesaid, the existing mandate(s), Authorized Representative(s) and other agreement(s) given for the operation of the account(s) and all the authorizations, terms and conditions therein contained (including without limitation the appointment of Authorized Representative(s) (if any)) thereunder shall remain in full force and effect.
6. If there shall be any conflict between this Authorization and Indemnity and the relevant indemnity provisions as stated in the terms and conditions governing the relevant services, facilities and products of the Bank and other general descriptive information about the Bank's services which specifically concern the Code of Banking Practice endorsed by the Hong Kong Monetary Authority (as amended from time to time), the terms of this Authorization and Indemnity shall prevail in all respects.
7. Any instructions given by instrument bearing the Chop (or chop resembling the Chop) shall be subject to such monetary limit in respect of each transaction, such daily limit and such overall monetary limit for all transactions as from time to time prescribed by the Bank. The Bank shall be entitled at any time, at its absolute discretion, to impose such condition or requirements on or to restrict the scope of the use of the Chop without any notice to the Customer.
8. This Authorization and Indemnity shall be governed by and construed in accordance with the laws of Hong Kong and without prejudice to the Bank's right to take proceedings in any other courts of competent jurisdiction (whether concurrently or not), I/we hereby irrevocably submit to the jurisdiction of the Hong Kong courts.
9. The Chinese version of this Authorization and Indemnity is for reference purposes only. If there is any inconsistency between the English and Chinese versions of this clause, the English version shall prevail for all purposes.

I/We hereby certify that the followings are the true and correct specimen of the personal signature(s) and personal/company chop(s) of myself/ourselves or (as the case may be) the Authorized Representative(s) abovementioned :-

For Personal Account:
Name & ID Card No.:
Personal Signature

Specimen Personal Chop

For Joint Account *(provide details of joint account holder)*:
Name & ID Card No.:
Personal Signature

Specimen Personal Chop *(if applicable)*

OR

For Corporate Account:
Company Name:
Name of the Authorized Representative
& ID Card No.:
Personal Signature of the Authorized
Representative with the Company Chop Affixed

Specimen Chop (Company Chop with or
without Personal Chop)

Company Name:
Name of the Authorized Representative
& ID Card No.:
Personal Signature of the Authorized
Representative with the Company Chop Affixed

Specimen Chop (Company Chop with or
without Personal Chop)

Dated this day of

Agreed, accepted and signed by:

Witnessed by :-

Signatures of all Account Holders (for Personal/Joint Account)
Director(s)' Signature(s) with company chop (for Corporate Account)

Name:

Account Name (IN PRINT CHARACTER): _____
ID or Account No(s): _____

For Bank Use Only		
Witnessed by	Checked by	Approved by

**CERTIFIED COPY RESOLUTION OF THE BOARD OF DIRECTORS
OF**

(“the Company”)

I/We, the undersigned, hereby certify that the followings are the true and correct resolutions passed at a meeting of the Board of Directors of the above Company duly convened and held on the _____ day of _____ and that the company chop (the "**Company Chop**") and the personal chop(s) (the "**Personal Chop**") of the Authorized Representative(s) (as defined in the mandate for the account(s)) (the Company Chop and the Personal Chop will be collectively referred to as "**Chops**", and "**Chop**" means any of them) appeared below is the true and correct specimens of the Company and the Authorized Representative(s) therein mentioned :-

That the Company shall adopt the Chops , specimens of which are affixed hereto, for the operation of Account No.(s)_____ with Bank SinoPac, Hong Kong Branch (the "**Bank**") and that the Bank be authorized and requested to treat and consider :-

- (a) the Company Chop(s) (without personal and handwritten signature of the Authorized Representative(s) or the Personal Chop); or
- (b) the Company Chop together with the Personal Chop(s) (without personal and handwritten signature of the Authorized Representative(s))

as an alternative to the personal and handwritten signature(s) of the Authorized Representative(s) (together with the Company Chop) for the operation of the above account(s) and on any cheques, drafts, orders, bills and other documents or instruments, authorities, instructions, directions, applications, requests and transactions signed, executed, gave, made, issued, accepted and/or (as the case may be) entered into by the Company or in the name(s) of the Company or for the account(s) of the Company or on behalf of the Company (the "**instrument**") under the existing mandate(s) and other agreement(s) given for the above account(s) with effect from_____.

That the terms of the Authorization and Indemnity for Sole Use of Personal/Company Chop(s) provided by the Bank in the form tabled in the Meeting be and are hereby approved and accepted in all respects.

That save and except for the use of the Chop as aforesaid, the existing mandate(s), authorized signature(s) and other agreement(s) given for the operation of the account(s) and all the authorizations, terms and conditions therein contained (including without limitation the appointment of Authorized Representative(s) (if any)) thereunder shall remain in full force and effect.

That the Chairman or any Director or the Company Secretary be authorized to approve and sign on behalf of the Company such authorization and indemnity and other documents as may be required by the Bank in connection with the matters as mentioned herein.

Specimen Company Chop

Specimen Personal Chop(s) of the Authorized Representative(s)

Name :

Name :

Chairman of the Meeting
Name :