

### **Important Notice to Customer**

#### **致客戶重要通知**

- 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.

客戶須注意，僅使用個人 / 公司印章可能的潛在風險，包括但不限於：在文件上蓋上或加蓋之印章可能遭偽造，或未經授權、超越授權範圍而蓋章。

- 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.

除非客戶已準備承擔有關風險，否則不應授權銀行接受任何文件僅以個人 / 公司印章作為認可。

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

#### **僅使用個人 / 公司印章之授權及彌償書**

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

致: 永豐銀行香港分行(下稱「銀行」)

I/We, the undersigned, hereby authorize and request the Bank to accept the personal chop(s)/the company chop(s) (the “**Chop**”) without manuscript signature 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/are given below as an alternative to the manuscript 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) for the operation of the account(s) set out at the end of this Authorization and Indemnity (the “**Account**”) and on any cheques, drafts, orders, bills and other documents or instruments, authorizations, instructions, directions, applications, requests and transactions executed, given, 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 with effect from

本人 / 吾等（以下簽署人）茲授權並要求銀行接受本人 / 吾等或（視情況而定）獲授權代表（依賬戶授權書定義，姓名載列於下）之個人印章 / 公司印章（以下簡稱「印章」），作為本人 / 吾等或該(等) 獲授權代表之手寫簽名（公司賬戶則包括公司印章）的替代，供操作本授權及彌償書末所列之賬戶（以下稱「賬戶」）以及本人 / 吾等或以本人 / 吾等名義、為本人 / 吾等賬戶或代表本人 / 吾等而依據現有授權書及 / 或其它協議，簽署、提供、製作、發出、接受及 / 或（視情況而定）訂立之任何支票、匯票、指令、票據及其它文件或文書、授權、指示、命令、申請、請求及交易（以下合稱「文書」），自下列日期起生效：

\_\_\_\_\_。

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

本人 / 吾等同意並承諾如下：

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 authorization affixed;  
任何蓋有該印章或外觀近似該印章的印章之文件，均視為已經正式、有效及妥善簽署、訂立、發出或確認，銀行無須查核該印章是否妥善或經適當授權加蓋；
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;  
即使該印章為偽造，或未經授權、超越授權範圍或以詐騙手法加蓋，本人 / 吾等仍應對該文書向銀行負全部責任；
3. the affixation 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;  
該印章或外觀近似該印章的印章蓋於文書上，將構成對該文件正確性及真實性之終局性及具約束力證據，本人 / 吾等不得否認文件之正確性及真實性；
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; and  
銀行有權倚賴及依據蓋有該印章及據稱蓋有近似該印章的印章之文書而行事；
5. if I/we wish to change the Chop, I/we must fill in a form provided for this purpose by the Bank affixing the same Chop which has been recorded in the Bank's file and affixing the new Chop indicating the date from which the new Chop will be effective. No new Chop shall be used without the prior consent of the Bank.  
如本人 / 吾等擬更換印章，須填寫銀行指定表格，並蓋上已在銀行記錄之舊印章及新印章，並註明新印章生效日期，未經銀行同意，不得使用新印章。

In consideration of the Bank agreeing to accept the use of the Chop as aforesaid,  
以銀行同意接受如上使用印章為約因：

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 on the instrument being forged or without or in excess of authority or fraudulently. The Bank shall not be under any obligation to enquire into the genuineness of affixation of the Chop. In the event of loss of a Chop used for operating an Account, I/we

must immediately notify the Bank of the loss in writing, and the Bank shall not be responsible for any transaction conducted upon the use of the Chop made prior to its receipt of such written notice unless:

本人 / 吾等須承擔由使用印章產生之一切風險，除了因銀行故意違責或重大疏忽外，銀行被免除對於因使用印章產生或有關之一切或任何義務、責任或風險。該等風險包括但不限於印章偽造、未經授權或超過授權蓋章或詐騙性蓋章。銀行無需查證印章蓋章真偽。如印章遺失，本人 / 吾等須立即書面通知銀行，銀行對於書面通知前以該印章所進行之交易，銀行概不負責，惟下列情況除外：

- (a) the Bank failed to exercise reasonable skill and care;  
銀行未行使合理技能及謹慎；
- (b) any unauthorized transaction arose from the forgery or fraud of any employee, agent or servant of the Bank; or  
未經授權之交易涉及銀行職員、代理人或雇員偽造或詐騙；
- (c) any unauthorized transaction arose from the wilful default or gross negligence of the Bank or any of its employees, agents or servants.  
未經授權之交易源於銀行或其職員、代理人、雇員之故意違責或重大疏忽。

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 on any instrument or otherwise as a result of the Bank making any payment or incurring any obligation or liability under the instrument.

本人 / 吾等同意並承諾(倘為聯名或合夥帳戶則為共同及各別地承諾)賠償銀行並使銀行免受因接受、依賴或基於任何蓋有印章之文書而直接或間接導致之所有損失、損害、費用、訴訟、索償及 / 或要求。

3. The Bank shall be entitled at any time, at its sole discretion, to refuse my/our sole use of the Chop on any instrument and to refuse to carry out any instruction given pursuant to any instrument with such Chop affixing thereon.

銀行有權隨時全權酌情拒絕接受僅憑印章蓋章之文件或不執行任何指令。

4. I/We shall, upon receiving the notice of the Bank, cease to use the Chop and provide the manuscript signature (of the Authorized Representative(s) together with the company chop in the case of company) in the event that a manuscript 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 manuscript 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.

本人 / 吾等於收到銀行通知後，如因香港法律 / 監管規定、本行營運政策或其它原因，簽署文件必須使用手寫簽名，將立即停止使用印章，如為公司賬戶則由獲授權代表手寫簽名加上使用公司印章。該手寫簽名應為銀行根據現有授權及 / 或相關協議所接受並記錄的簽名式樣。

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.

本人 / 吾等確認除上述印章的使用方法外，所有原有授權、獲授權代表及營運賬戶的其它協議及載於其它協議的所有授權、條款及細則(包括但不限於獲授權代表之委任(如有))仍然有效。

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.

如本授權及彌償書與銀行其它相關服務、便利及產品的條款與細則或香港金融管理局背書的「銀行業務守則」的相關彌償出現不一致時，在任何情況均以本授權及彌償書的條款為準。

7. Any instructions given by an 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 sole 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.

蓋有印章或外觀近似印章的印章之文書所作任何指示，均受銀行不時規定之每筆交易金額、每日及總體交易金額上限限制，銀行得隨時全權酌情增訂條件、限制用途而無須事先通知客戶。

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.

本授權及彌償書受香港法律管轄並按其詮釋，且不妨害銀行(同時與否)在其他有司法管轄權的法院提起訴訟的權利，本人 / 吾等同意不可撤銷地接受香港法院的管轄權。

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, the English version shall prevail for all purposes.

本授權及彌償書之中文譯本僅供參考，若其中、英文版有不一致，概以英文版本為準。

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 :-

本人 / 吾等謹此證明，以下為本人 / 吾等或獲授權代表(是屬何情況)之真實及正確的個人簽名式樣及(個人 / 公司)印章式樣：

For Personal Account 個人賬戶：

Specimen Personal Chop  
個人印章式樣

Name & ID Card No. 姓名及身份證號碼：

Personal Signature 個人簽名

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For Joint Account (*please provide details of joint account holder*) 聯名賬戶(請提供聯名賬戶持有人資料)：

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Specimen Personal Chop (*if applicable*)  
個人印章式樣(如適用)

Name & ID Card No. 姓名及身份證號碼：

Personal Signature  
個人簽名

OR 或

For Corporate Account 公司賬戶:  
Company Name 公司名稱:

Name of the Authorized  
Representative & ID Card No. 獲授  
權代表姓名及身份證號碼:

Personal Signature of the Authorized  
Representative with the Company Chop  
Affixed  
獲授權代表個人簽名及蓋上公司印章

\_\_\_\_\_

Company Name 公司名稱:

Name of the Authorized  
Representative & ID Card No. 獲授權  
代表姓名及身份證號碼:

Personal Signature of the Authorized  
Representative with the Company Chop  
Affixed  
獲授權代表個人簽名及蓋上公司印章

\_\_\_\_\_

Specimen Chop (Company Chop with or  
without Personal Chop)  
公司印章式樣 (可附個人印章)

\_\_\_\_\_

\_\_\_\_\_

Specimen Chop (Company Chop with or  
without Personal Chop)  
公司印章式樣(可附個人印章)

\_\_\_\_\_

Dated this       day of  
日期:

Agreed, accepted and signed by:  
同意、接受及簽署:

Witnessed by :-  
見證人:

\_\_\_\_\_  
*Signatures of all Account Holders*  
*(for Personal/Joint Account)*

所有賬戶持有人簽署  
(個人 / 聯名賬戶)

Name 姓名:

\_\_\_\_\_  
*Director(s)' Signature(s) with company chop*  
*(for Corporate Account)*

董事簽署及公司印章  
(公司賬戶)

Account Name (IN PRINT CHARACTER) 賬戶名稱(正楷): \_\_\_\_\_

ID or Account No(s) 身份證 / 賬號: \_\_\_\_\_

For Bank Use Only 僅供銀行專用		
Witnessed by 見證:	Checked by 覆核:	Approved by 批准:

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

[Name of Company]

**(the "Company")**

[公司名稱]

(「本公司」)

公司董事會核證決議案（副本）

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/are the true and correct specimens of the Company and the Authorized Representative(s) therein mentioned :-

本人 / 吾等，以下簽署人，茲證明以下決議為本公司董事會於\_\_\_\_\_年\_\_\_\_月\_\_\_\_日正式召開並通過，並確認下列公司印章(「**公司印章**」)及獲授權代表(依賬戶指示書所載定義)之個人印章(「**個人印章**」)(公司印章及個人印章合稱或單稱為「**印章**」)式樣均為本公司及獲授權代表印章之真實正確式樣：

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 :-

本公司決定採用於此蓋上之印章式樣，操作與永豐銀行香港分行之賬戶號碼\_\_\_\_\_, 並授權並請求銀行如下處理：

- (a) the Company Chop(s) (without manuscript signature of the Authorized Representative(s) or the Personal Chop(s)); or  
單用公司印章（無需獲授權代表手寫簽名或個人印章）；或
- (b) the Company Chop together with the Personal Chop(s) (without manuscript signature of the Authorized Representative(s))  
公司印章及個人印章（無需獲授權代表手寫簽名）

as an alternative to the manuscript 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, authorizations, instructions, directions, applications, requests and transactions executed, given, 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 \_\_\_\_\_;

作為獲授權代表手寫簽名(連同公司印章)的替代方式，根據該賬戶之現有授權及其它協議，用於上述賬戶的操作及本公司或以本公司名義、為本公司賬戶或代表本公司所簽署、提供、



製作、簽發、接受及 / 或(視情況而定)訂立的任何支票、匯票、指令、票據及其它文件或文書、授權、指示、命令、申請、請求及交易(以下稱「文書」), 自\_\_\_\_年\_\_\_\_月\_\_\_\_日起生效;

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;

批准並接受會議中提交之銀行的《僅使用個人 / 公司印章授權及彌償書》格式的全部條款;

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;

除上述印章使用方式外, 現有的賬戶授權書、授權簽名及其它賬戶操作相關的協議, 以及其中包含的所有授權、條款與細則(包括但不限於獲授權代表的委任(如有)), 均繼續有效且具全面約束力;

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.

董事長或任何董事或公司秘書獲授權代表本公司批准及簽署銀行就此所需之任何授權書、彌償書及其它文件。

Specimen Company Chop  
公司印章式樣

Specimen Personal Chop(s) of the  
Authorized Representative(s)  
獲授權代表個人印章式樣

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Name :

姓名:

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Name :

姓名:

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Chairman of the Meeting 會議主席

Name 姓名: