

PLEASE READ THIS MANDATE CAREFULLY AND MAKE SURE YOU UNDERSTAND IT.

## MANDATE FOR LIMITED COMPANY ACCOUNTS

Name of Company: .....

Registered Office:

Room ..... Floor ..... Block ..... Post Code .....

Building Name..... Street Name .....

Post Box ..... ^City/Town Name .....  
(e.g. Tsim Sha Tsui/ Guangzhou/ Chiyoda)

Division/ Province/ Prefectures ..... ^Country .....  
(e.g. Kowloon/ Guangdong/ Tokyo)

☐ Correspondence address is same as Registered Office

Correspondence Address:

Room ..... Floor ..... Block ..... Post Code .....

Building Name..... Street Name .....

Post Box ..... ^City/Town Name .....  
(e.g. Tsim Sha Tsui/ Guangzhou/ Chiyoda)

Division/ Province/ Prefectures ..... ^Country .....  
(e.g. Kowloon/ Guangdong/ Tokyo)

^ Mandatory fields

To: **MIZUHO BANK, LTD.**  
(Incorporated in Japan with Limited Liability)  
Hong Kong Branch

Dated .....

(A) On behalf of \_\_\_\_\_ ("**Company**"), I, a Director of the Company, request and authorise **Mizuho Bank, Ltd. ("Bank")** to open and continue certain accounts in the name of the Company in the currency(ies), and in accordance with the resolutions, set out in (B) below.

(B) I certify that

at a meeting of the Directors of the Company duly and properly convened and held at

.....

on .....day of....., at which a quorum was present and acting throughout,

[OR]

pursuant to written resolutions of the Director(s) of the Company dated ..... day of ....., passed in accordance with the Company's Articles of Association\*,

the following resolutions were passed and are now in full force and effect: -

1. That the Company retain the services of and appoint the Bank as banker for the Company subject to the Bank's General Terms and Conditions for Accounts, a copy of which the Company has received and by which it agrees to be bound and any other applicable terms and conditions in force from time to time in relation to the Bank's accounts and other products and services. Unless the context indicates otherwise, all capitalized terms used herein that are not specifically defined herein shall be as defined in the General Terms and Conditions for Accounts.

2. That the following account(s):

Time Deposit	<input type="checkbox"/>	(All Currencies)			
Current Account	HKD <input type="checkbox"/>	JPY <input type="checkbox"/>	USD <input type="checkbox"/>	Others <input type="checkbox"/>	(Please specify) _____
Savings Account	HKD <input type="checkbox"/>	JPY <input type="checkbox"/>	USD <input type="checkbox"/>	Others <input type="checkbox"/>	(Please specify) _____

(☐: Please tick as appropriate)

be opened/continued\* with the Bank.

3. That the relevant persons referred to in the Schedule (each an "**Authorised Representative**") are authorised on behalf of the Company if acting as prescribed in the Schedule to arrange for other 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.

4. That the Bank be instructed:

(a) to honour and comply with all cheques, drafts, notes and other orders drawn, and all bills accepted, on behalf of the Company, whether the account(s) be in credit or overdrawn, to comply with all directions given for or in connection with any account(s) whatsoever on behalf of the Company, and to accept all receipts as a valid discharge to the Bank for any monies deposited with or owing by the Bank on any of the Company's account(s) with the Bank at any time, provided that such cheques, drafts, notes, orders, bills, directions or receipts are signed on behalf of the Company by Authorised Representatives in accordance with the Schedule;

(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 or regarding any accounts of the Company with the Bank if signed on behalf of the Company by Authorised Representatives in accordance with the Schedule;

(c) to honour and comply with any orders to withdraw any or all money in any of the Company's accounts with the Bank and to comply with instructions to deliver, dispose of or deal with any securities, deeds, documents or other properties at any time held by the Bank for the Company or for the Company's account by way of safe custody, security or otherwise if signed on behalf of the Company by Authorised Representatives in accordance with the Schedule;

(d) to act on any instruction to countermand or revoke any cheque, draft, bill, note or order before it is effected if signed on behalf of the Company by Authorised Representatives in accordance with the Schedule; and

(e) to rely upon and act in accordance with: -

- (i) any instructions which may from time to time be, or purport to be, given by such person(s) named as an Authorised Person in the Bank's Authority and Indemnity in Respect of Electronic Instructions ("**Authority and Indemnity**") and/or
- (ii) any instructions which may from time to time be, or purport to be, given by an Authorised Representative named in the Schedule hereto;

without inquiry on the part of the Bank as to the authority or identity of the person(s) giving or purporting to give such instructions or communications, PROVIDED such instructions are given in accordance with the Authority and Indemnity and/or the Schedule hereto.

The authorities contained in this paragraph 4 are without prejudice to the Bank's right to refuse to honour and comply with such cheques, drafts, notes, orders, bills, directions, receipts, applications, requests or instructions (i) if to do so would be likely, in the Bank's reasonable opinion, to prejudice its ability to recover any actual or contingent liability owed to the Bank by the Company or (ii) by reason of notice which the Bank may have of any third party's interest in the relevant securities, deeds, documents or property. Further, the Company acknowledges, confirms and agrees that the Bank will not be under any obligation to make any payment to the Company, to its order or to any other person of any monies standing to the credit of its 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.

5. That Authorised Representatives are authorised on behalf of the Company if acting as prescribed in the Schedule to:
- (a) arrange with the Bank for advances to the Company by way of credit, discount, overdraft, loan, mortgage or otherwise and the issue of letters of credit, guarantees, indemnities or counter-indemnities by the Bank from time to time and to sign on behalf of the Company any document relating thereto, any mortgage, charge, pledge or other security therefor and any undertaking, counter-indemnities or other documents which may be required by the Bank, insofar as they are not required to be executed as a deed or under the common seal of the Company;
  - (b) withdraw and deal with any securities, valuables or other property which may be deposited by the Company with the Bank, whether for safe-keeping or otherwise; and
  - (c) enter into contracts with the Bank for the purchase and/or sale of foreign exchange, either spot or forward, or in the form of currency options or swaps, and to (i) execute and deliver documents to the Bank which evidence such contracts, (ii) execute renewals or extensions of such contracts and (iii) deposit margin or other securities with the Bank and execute such documents relating thereto as the Bank may request by way of security for such contracts.
6. (a) That as the Company has only one (1) Director, the sole Director of the Company be authorised to sign the Bank's General Customer Agreement and any other agreement or document which the Bank requires the Company to enter into as a deed, in accordance with Part 3, Division 7 of the Companies Ordinance (Cap. 622).

*[OR]*

That as the Company has two (2) or more Directors, (a) any two (2) of the Directors; or (b) any Director and the Company Secretary of the Company, be authorised to sign the Bank's General Customer Agreement and any other agreement or document which the Bank requires the Company to enter into as a deed, in accordance with Part 3, Division 7 of the Companies Ordinance (Cap. 622).\*

- (b) That, as an alternative to the powers under paragraph 6(a) above, the common seal of the Company be affixed to, and relevant officer(s) of the Company and/or (if permitted by the Company's Articles of Association or equivalent) the Authorised Representative(s) sign, the Bank's General Customer Agreement and any other agreement or document which the Bank requires the Company to enter into under its common seal, in accordance with the Company's Articles of Association or equivalent constitutional documents.\* *[N.B. Not applicable if the Company does not have a common seal]*
7. That the Bank may, at any time, notwithstanding any settlement of account or other matter whatsoever, combine or consolidate all or any of the then existing accounts opened in the name of the Company (whether current, deposit, loan or of any other nature whatsoever, whether subject to notice or not, whether matured or not and whether held jointly or singly), and the Bank may set-off or transfer any sum standing to the credit of any one or more such accounts, whether situate in Hong Kong or elsewhere in the world, in or towards satisfaction of any liabilities of the Company to the Bank on any other account or in any other respect whatsoever, whether such liabilities be present or future, actual or contingent, primary or collateral, and several or joint. The Company agrees that where such consolidation, combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be made at the Bank's spot buying rate of exchange (as conclusively determined by the Bank, the details of which will be provided at the Company's request) for the currency for which the Company is liable against the currency credited to the relevant account of the Company.
8. That the Bank be authorised 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.
9. That Authorised Representatives acting in accordance with the requirements of the Schedule are authorised on behalf of the Company to agree to such rules and execute such documents as the Bank may prescribe from time to time for the operation of any accounts which the Company may have or open with the Bank or in relation to any other products or services provided by the Bank.
10. That the Bank may amend the terms and conditions applicable to accounts opened with it at any time, such amendments to take effect after the expiry of 30 days written notice from the Bank giving details of such amendment (unless the amendment is not within the Bank's control).
11. That the Bank be authorised 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) PROVIDED that the Bank shall have first obtained the Company's confirmation that such referee has consented to his/her/its name being used, and, without prejudice to the Bank's Circular to Customers relating to Data Protection

Policy ("**Circular**"), the Bank is authorised to furnish other credit grantors, credit bureaux, financial institutions, the Company's accountants, governments (including all overseas governments) and departments thereof, and quasi governmental authorities), courts and tribunals (including those of overseas countries) of competent jurisdiction including any Authority particulars of the Company's accounts and its dealings and transactions with or through the Bank.

12. The Company agrees to be bound by the Circular and to the use of the personal data obtained from the Company in the manner specified in paragraph 11 and the Circular. For the avoidance of doubt, the Company agrees that from time to time, the Company may (on the Bank's request or otherwise) provide to the Bank personal data as defined in the Personal Data (Privacy) Ordinance ("**PDPO**") and any other information. The Bank and the Bank's affiliates are hereby authorised to use those data or information for the purposes referred to in the Circular given to the Company from time to time and to disclose such data or information to the persons referred to in the Circular and to the Bank's affiliates, the Bank's service providers and the Bank's regulators for the purposes referred to in the Circular. The Company agrees that the Company's data or information may be transferred to, and processed and used in, a place outside Hong Kong by the Bank or any of the Bank's affiliates or the Bank's service providers. The Company consents to the use of any of personal data or information obtained from the Company by the Bank or any of the Bank's affiliates or the Bank's service providers for the purpose of a "**matching procedure**" (as defined in the PDPO) (whether or not with a view to taking any adverse action against the Company). The Company further agrees to ensure that each Authorised Representative, all individual agents and staff members who, in the course of their dealings with the Bank, are or may be obliged to provide their personal data to the Bank have read and understood the Circular.
13. That, in the absence of any directions to the contrary, any account in any currency subsequently opened shall be operated and dealt with upon the terms set out herein insofar as the same may be applicable.
14. That the Bank be forthwith supplied with a copy, certified by (i) a Director or the Company Secretary of the Company, (ii) an Authorised Representative or (iii) if specifically requested by the Bank, such person as the Bank shall reasonably require in order to enable it to satisfy its regulator's customer due diligence rules (a "**Suitable Certifier**") to be true, complete and up-to-date, of the Company's Certificate of Incorporation, Business Registration Certificate and Articles of Association (or equivalent constitutional documents, as applicable) and with a copy, certified by a Suitable Certifier, a Director or the Company Secretary of the Company as true, complete and up-to-date, of each amending resolution as soon as the same has been passed.
15. That the Bank be supplied with a list of the names and specimen signatures of the Directors and any other persons authorised to sign on behalf of the Company. For the avoidance of doubt, Authorised Representatives are authorised on behalf of the Company if acting as prescribed in the Schedule to sign all cheques and instruments and to do such acts as are referred to in this Mandate. The Bank is entitled to rely and shall be fully protected if acting on instructions signed or purporting to be signed by Authorised Representatives using signatures in the form of the specimens appearing next to their names in, and otherwise in accordance with, the Schedule.
16. That a copy of any resolution of the Directors, if purporting to be certified as correct by the Chairman of the Meeting, a Director or the Company Secretary of the Company, shall, as between the Bank and the Company, be conclusive evidence of the passing of such resolution.
17. That the appropriate officer of the Bank be notified promptly in writing by Authorised Representatives acting in accordance with the requirements of the Schedule and be provided with such evidence as he requires and that the Bank be authorised and entitled (without prejudice to the provisions of Paragraph 18(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 resolution herein (which, for the avoidance of doubt, shall be effected by a duly adopted Directors' resolution);
  - (ii) change in the Company's Articles of Association (or equivalent constitutional documents);
  - (iii) change in the names of and/or the specimen signatures of the Authorised Representatives or in the authority of any of them (which, for the avoidance of doubt, shall be effected by a duly adopted Directors' resolution); and
  - (iv) change in the address of the Company's registered office and/or correspondence address stated herein.
18. (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 17 of this Mandate, shall remain in force until such revocation, modification or change shall have been notified to the Bank in accordance with Paragraph 17 of this Mandate.  
  
(b) That any Director or the Company Secretary of the Company be authorised to sign and deliver the Bank's standard form mandate incorporating a certificate in respect of these resolutions and the specimen signatures of

Authorised Representatives and all other terms and conditions relating to the accounts or deposits established with the Bank.

19. That this Mandate: -

- (a) shall be governed by, and construed according to, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the undertakings and agreements herein contained shall be enforceable against the Company in Hong Kong or elsewhere at the Bank's option;
- (b) shall remain in force until revoked by written notice received by the appropriate officer of the Bank or modified in accordance with Paragraph 17 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 Company; and
- (d) shall remain in force until the Bank shall have acknowledged receipt of notice terminating it.

20. That within the context of this Mandate:

- (a) references to the "**Bank**" are to include any of the Bank's successors and assigns;
- (b) words denoting the singular shall include the plural and any reference to any gender shall include a reference to the other genders and each of them;
- (c) references to paragraphs and Schedule are references to paragraphs of and the schedule to, this Mandate; and
- (d) the words "**herein**", "**hereof**", "**hereunder**" and words of similar import shall be construed as references to this Mandate as a whole and not to the particular provision in which the relevant reference appears.

I hereby certify that the foregoing are true copies of the resolutions as entered in the Minute Book of the Company and are in accordance with the Articles of Association (or equivalent constitutional documents, as applicable) of the Company.

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By:

Chairman of the Meeting/Company Secretary\*

- Note: 1. Any alteration must be initialled by the Chairman of the Meeting.
2. Each Authorised Representative must read the attached Bank's Circular to Customers relating to its Data Protection Policy.
3. Each individual Authorised Representative must supply **Mizuho Bank, Ltd.** with a certified true copy of his/her Hong Kong Identity Card, passport or other acceptable identity document. Each individual Authorised Representative shall also supply **Mizuho Bank, Ltd.** address proof of his/her residential address and permanent address. The Bank may in certain circumstances request that relevant copies be certified by a specifically designated person in order to enable it to satisfy its regulator's customer due diligence rules.

\* Delete whichever is inapplicable or amend as necessary.

**SCHEDULE OF AUTHORISED REPRESENTATIVES**

**A. DIRECTORS AUTHORISED TO OPERATE THE ACCOUNT**

Names in full

Specimen Signatures

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**B. OTHER PERSONS AUTHORISED TO OPERATE THE ACCOUNT**

Names in full

Specimen Signatures

\_\_\_\_\_  
(Capacity) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Capacity) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Capacity) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
(Capacity) \_\_\_\_\_

\_\_\_\_\_

**C. SPECIMEN IMPRESSION OF COMPANY'S CHOP**  
**THIS MUST APPEAR ON ALL THE COMPANY'S INSTRUCTIONS TO THE BANK**

\_\_\_\_\_

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

Manner of Signature (Please tick and specify as appropriate)

<input type="checkbox"/>
<input type="checkbox"/>
<input type="checkbox"/>

Any one may sign

Two signatures are required

Others (Please specify)

The following certified true copy documents are sent herewith: -

1. Articles of Association (or equivalent constitutional documents, as applicable) and amending resolutions (if any).
2. Certificate of Incorporation (or equivalent document).
3. Business Registration Certificate (if carrying on business in Hong Kong).
4. Particulars of the Company's Directors/Officers.

Copies must be certified as true, complete and up-to-date by a Director, the Company Secretary, an Authorised Representative or, if required by the Bank, a Suitable Certifier.