

_____ (the "Organisation")

(Print the name of the Organisation)

"WHEREAS

- A. by directors or other authorisation (the "Banking Resolution"), a certified copy of which has been delivered to HSBC Bank (Cayman) Limited (the "Bank"), the Organisation has appointed certain authorised signatories (the "Authorised Signatories") to operate its bank accounts with the Bank in accordance with an account operating agreement (the "Operating Agreement");
- B. it is in the best interests of the Organisation to have broader access to all or some of its bank account(s) via alternative delivery channels which currently include the Internet, fixed line and mobile telephone and to obtain certain other banking services that may be offered by the Bank from time to time which are not contemplated by the Operating Agreement (collectively the "Electronic Banking Services");
- C. Electronic Banking Services shall be utilised in accordance with various agreements made between the Bank and the Organisation from time to time including the Business Internet Business Banking Agreement (the "Electronic Banking Services Agreements") which supplement the Operating Agreement;
- D. the Organisation wishes to vary the Banking Resolution as necessary for Electronic Banking Services and authorises certain individuals to use Electronic Banking Services, on behalf of the Organisation, in accordance with the Electronic Banking Services Agreements.

BE IT RESOLVED THAT:

- 1. the Organisation authorises each Authorised Signatory, on behalf of the Organisation, to execute Electronic Banking Services Agreements as required from time to time and otherwise do individually, without any restrictions (except those specified by the Organisations in writing pursuant to an Electronic Banking Services Agreement), all things required to use Electronic Banking Services and give effect to the Electronic Banking Services Agreements, including:
 - (A) to fully access and perform any transactions in regards to the Organisation's bank account(s) with the Bank by providing any manner of instruction, including written, verbal or electronic, in connection with Electronic Banking Services ("Services Instructions") to the Bank. "Services Instructions" are further defined but not limited to any instructions given to the Bank by electronic means through any device, including without limitation a personal computer, telephone or ATM Terminal used by the Organisation to access and utilise the Organisation's account(s) and other services and products of the Bank; or
 - (B) to access, operate, use and provide instructions to the Bank, including Services Instructions, pursuant to any Electronic Banking Services Agreements including but not limited to the Business Internet Banking Agreement; and the Bank is authorised to accept any of the above instructions;
- 2. the Organisation authorises each Authorised Signatory to delegate all or some of his/her authority, but only in respect of Electronic Banking Services and subject to and in accordance with the applicable Electronic Banking Services Agreement, to any person(s), including a person who is not a director, officer or employee of the Organisation;
- 3. all other persons who are specifically designated in writing from time to time by the Organisation pursuant to an Electronic Banking Services Agreement are hereby authorised to also give Services Instructions and otherwise do all the things set out herein individually and each person so designated may also further delegate all or some of his/her authority but only in respect of Electronic Banking Services and subject to and in accordance with the Electronic Banking Services Agreement, to any person(s), including a person who is not an employee or agent of the Organisation;
- 4. the Organisation acknowledges the extra security risks inherent in Electronic Banking Services and that the Bank has agreed to accept Services Instructions in reliance of the Organisation accepting all responsibility to ensure Services Instructions are valid and properly authorised;
- 5. the Organisation acknowledges and confirms that the Bank is not required to inquire into or question any Services Instructions whatsoever and all indemnities and obligations contained in the Operating Agreement and all Electronic Banking Services Agreements (including but not limited to protection of security codes) are hereby ratified and confirmed;
- 6. the authorisations granted by this resolution are irrevocable and shall remain in effect and may be relied on by the Bank until another resolution modifying or repeating this resolution has been passed and a copy thereof, certified by a director, officer or authorised signatory of the Organisation, has been delivered to the Bank at each branch or agency where an account of the Organisation is kept;
- 7. the Banking Resolution is hereby affirmed and ratified and remains unamended except to the extent it has been modified by this Electronic Banking Resolution."



Initial



Initial

OFFICER CERTIFICATE

The undersigned, in their capacity as Authorised Signatory(ies) of the Organisation, hereby certify(ies) that the Electronic Banking Resolution above was duly passed by the directors of the Organisation, is still in full force and effect, is unamended and does not conflict with any provisions of any Articles of Association/Bye-laws or Memorandum, Shareholders Agreement, or other charter documents of the Organisation.

Printed Name

Printed Name

Signature*

Signature*

Date of Signature (dd/mm/yyyy)

Date of Signature (dd/mm/yyyy)

Printed Name

Printed Name

Signature*

Signature*

Date of Signature (dd/mm/yyyy)

Date of Signature (dd/mm/yyyy)

*Mandatory fields

Initial

Initial