

_____ (the "Undersigned")

(Print the name of the Individual)

_____ (the "Organisation")

(Print business name if different)

"WHEREAS

- A. the Organisation has appointed certain authorised signatory(ies) (the "Authorised Signatory(ies) ") to operate its bank accounts with HSBC Bank (Cayman) Limited (the "Bank") in accordance with an account operating agreement (the "Operating Agreement") by banking resolution or other authorisation (the "Banking Resolution"), a copy of which has been delivered to the Bank;
- 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 Banking Agreement (the "Electronic Banking Services Agreements") which are in addition to the Operating Agreement;
- D. the Organisation wishes to vary the Banking Resolution as necessary for Electronic Banking Services and authorise certain individuals to use Electronic Banking Services, on behalf of the Organisation, in accordance with the Electronic Banking Services Agreements.

THE UNDERSIGNED DIRECT(S) THAT:

- 1. all Authorised Signatories are hereby authorised to execute Electronic Banking Services Agreements as required from time to time and otherwise do individually, on behalf of the Organization, without any restrictions (except those specified by the Organisation 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:
 - (A) to fully access and perform any transactions in regards to the Organisation's bank account(s) with the Bank and otherwise act on behalf of the Undersigned 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 include 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 and instruct 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 directed and authorised to accept any of the above instructions;
- 2. each Authorised Signatory is hereby directed and authorised 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 an employee or agent of the Organisation;
- 3. all other persons who are specifically designated in writing from time to time by the Undersigned pursuant to an Electronic Banking Services Agreement are hereby authorised to also give Services Instructions and otherwise do all things set out herein and each person so designated may delegate all or some of his/her authority, but only in respect of Electronic Banking Services Agreement, to any person(s), including a person who is not employee or agent of the Organisation;
- 4. the authorisations granted by this Direction and Authorisation are irrevocable and shall remain in effect and may be relied on by the Bank until modified or repealed in writing by the Organisation and a copy has been delivered to the Bank at each branch or agency where an account of the Organisation is kept;

ACKNOWLEDGEMENTS, REPRESENTATIONS AND WARRANTIES

- 5. the Undersigned acknowledge(s) the extra security risks inherent in Electronic Banking Services and that the Bank has agreed to accept Services Instructions in reliance of the Undersigned accepting all responsibility to ensure Services Instructions are valid and properly authorised by the Undersigned;
- 6. the Undersigned acknowledge(s) and confirm(s) 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 as obligations of the Undersigned in its/their capacity as Sole Trader or Trustee(s);

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- 7. the Undersigned(s) has (have) represent(s) and warrants that the Undersigned(s) has (have) full power and authority to give the directions and authorities described herein and there is no legal impediment or obligation owed to any other party or any originating or other documentation related to the Organisation that would conflict with anything contained herein;
- 8. IF APPLICABLE: in their capacity as Trustee(s), the Undersigned represent(s) and warrant(s) that the Undersigned has (have) been duly appointed by statute or under a valid trust instrument with the full authority thereby to authorise and permit the actions and delegations described herein;
- 9. the Banking Resolution is hereby affirmed and ratified and remains unamended except to the extent that it has been modified by this Electronic Banking Resolution."

SIGNATURE

I have read and understood this Electronic Banking Resolution and hereby confirm and agree with all of the above.

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

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