

印鑑卡



Mega International Commercial Bank Singapore Branch

CURRENT ACCOUNT/FIXED DEPOSIT ACCOUNT SIGNATURE CARD

ACCOUNT NAME: ABC COMPANY LTD.

DATE 1 JAN. 2005

OCCUPATION/BUSINESS: MANUFACTURING

A/C NO.

TEL. 886-2-11112222

SIGNATURE REQUIREMENTS:

ANY ONE OF BELOW THREE SINGLE OTHERS _____

AUTHORIZED SIGNATURES

1. NAME: CHANG WU-CHI AUTHORIZED SIGNATURE 	4. NAME: AUTHORIZED SIGNATURE
2. NAME: WEI HSIAO-BAO AUTHORIZED SIGNATURE 	5. NAME: AUTHORIZED SIGNATURE
3. NAME: LING HU-CHUNG AUTHORIZED SIGNATURE 	DATE _____ ATTENDED BY _____ APPROVED BY _____

一、印鑑卡壹式兩份。只接受簽字，中、英文皆可。
 二、需年滿二十一歲才有簽字權。
 三、請圈選樣式，如單一簽樣，圈選 SINGLE；幾式憑幾式有效，圈選 ANY _____ OF BELOW，或其他 OTHERS。



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Mega International Commercial Bank
SINGAPORE BRANCH
80 Raffles Place #23-20 UOB Plaza II Singapore 048624
Tel : 65-62277667 Fax : 65-62271858

公司戶活存開戶申請書

CURRENT ACCOUNT APPLICATION-NON-PERSONAL

To: Mega International Commercial Bank Singapore Branch

Account No. _____ Currency : _____

請填寫公司詳細資料，通訊地址及連絡電話請務必填寫。

Account type

Sole Proprietorship Society/Club/Association Others (Please specify) : _____

Partnership Corporation Ltd Co

Name ABC COMPANY LTD	Registration No 54321	Date of Registration 1 JAN. 2000
Registered Address NO.1 LIBERTY ROAD, NEW YORK, U.S.A.		Country Of Registration U.S.A.
Mailing Address (if different from above) NO.1 NANKING ROAD, TAIPEI, TAIWAN, R.O.C.		Telephone No. 886-2-1112222
		Fax No. 886-2-33334444

AGREEMENT TO BE SIGNED BY DIRECTOR/PARTNERS/PROPRIETOR/OTHERS

*I/We, the undersigned, request you to allow *me/us to open a Current Account (Currency: _____) in the name of *my/our establishment and to pay all cheques drawn by *me/us on the said account. *I/We agree not to overdraw *my/our account without prior arrangement and approval.

*I/We authorize you to honour all payment instructions signed in accordance with the stated signature requirements.

*I/We warrant that *I/we have the power and authority to sign and deliver the application form and the resolution attached.

A copy of the Bank's Rules Governing Current Account set out overleaf has been furnished to *me/us and *I/We have read and understood the same and agree to be bound thereby.

Kindly provide *me/us with a book of cheque forms for *my/our use.

This document may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

NAME OF COMPANY DIRECTORS/PARTNERS/PROPRIETOR/OTHERS	RESIDENTIAL ADDRESS	SIGNATURE
NAME CHANG WU-CHI NRIC/PASSPORT NO. : 123443210	NO. 1 NANKING ROAD, TAIPEI, TAIWAN	
NAME _____ NRIC/PASSPORT NO. : _____		
NAME _____ NRIC/PASSPORT NO. : _____		
NAME _____ NRIC/PASSPORT NO. : _____		

負責人資料及簽字

AUTHORISED SIGNATORIES

Signature Requirements : Single Joint (any _____) as per attached Resolution/other

Authorised Signature(s) & Stamp Date : _____

1.
Name : **CNANG WU-CHI**

2.
Name : **WEI HSIAO BAO**

3.
Name : **LING HU-CHUNG**

4. _____ Name : _____

5. _____ Name : _____

6. _____ Name : _____

Company Stamp

所有有權簽字者簽名，需與印鑑卡上所有簽樣相符。

DELETE INAPPLICABLE

DATE

ATTENDED BY

APPROVED

RULES GOVERNING CURRENT ACCOUNT

OPENING OF ACCOUNT

1. In opening a Current Account (“the Account”), the applicant (“the Account Holder”) agrees to abide by and be bound by the rules set out herein and as amended and in force from time to time (“the Rules”) as well as the Bank’s terms and conditions prevailing from time to time for the operation of the Account by means of any method of operation of the Account that may be made available by the Bank. To open the Account, the Account Holder shall make the minimum initial deposit, complete such documentation and provide such references as the Bank may require.

OPERATION OF ACCOUNT

2. Cheque Books and Bank Forms

- (a) Upon receipt of a cheque book, the Account Holder shall count the number of cheque forms and examine the account number and serial numbers carefully. Any discrepancy or irregularity found must be reported to the Bank immediately in writing. The Account Holder must keep his cheque forms and cheques safely and must inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen. The Account Holder shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation, losses due to forged or altered cheques.
- (b) The Account Holder shall complete such forms as the Bank may require for making payments into and withdrawals from the Account. The Account Holder shall ensure that after every payment the deposit slip is machine validated or initialed by a responsible Bank Officer with the Bank’s stamp before leaving the counter. The Bank reserves the right to alter any incorrect items stated on the deposit slip. Records kept by the Bank shall be final and conclusive as against the Account Holder, save for manifest error.

3. Authorized Account Signatures

- (a) The Account Holder should notify the Bank promptly in writing of any change or variation in his signature or those of the authorized signatories or the authorized manner of signing. The Bank shall be entitled to a reasonable period of time (of not less than (7) business days from receipt) to process such notification of change.
- (b) The Bank shall be entitled to dishonour any cheque bearing a signature different from the specimen signature of the Account Holder or authorized signatory (as the case may be) or not drawn in accordance with the list of authorized signatories or not signed in the authorized manner prevailing at the time of presentation.
- (c) The Bank may in its absolute discretion honour any cheque or other instrument
 - (i) signed by an authorized signatory but presented after his death, regardless of whether the Bank has received notice of the death; or
 - (ii) bearing a facsimile signature similar to the specimen signature with the Bank. “Facsimile signature” includes any facsimile signature impressed using a rubber stamp.
- (d) Dishonoured cheques may be returned by post to the Account Holder at the Account Holder’s risk and expense.

4. Instructions

- (a) Where the account is in joint names or there are more than one authorized signatory:
 - (i) In honouring cheques and all other instructions to debit the Account and stop payment instructions, the Bank shall act in accordance with its written mandate; and
 - (ii) For all other matters, the Bank shall be entitled to act on the instructions (whether oral or written) of any one of the Account Holders or authorized signatories.
- (b) If, prior to acting on instructions received from one signatory, the Bank receives contradictory instructions from another signatory, the Bank shall immediately thereafter act only on the mandate of all signatories to the Account.

5. Proper Drawing Of Cheques

- (a) In operating the Account, the Account Holder shall not draw any cheque in such manner as to facilitate fraud or forgery, and shall notify the Bank as soon as he becomes aware of any fraud or forgery. In drawing cheques on the Bank, the amount in words and figures should be written distinctly and in a way that leaves no space between words or figures or between the amount and the words “Dollars/other currency” or the “\$/other currency” sign. Any space remaining after the amount expressed in words should be filled with either a line through the space or by writing the word “only”.
- (b) Cheques drawn on the Bank shall be on forms supplied by the Bank and registered for each Account. The Bank may in its absolute discretion refuse to honour drawings made on other forms or forms not registered for that Account.

6. Altered And/Or Forged Cheques

- (a) All alterations on cheques must be confirmed by the full and complete signature of the Account Holder or his authorized signatories. The Bank shall be entitled, without liability to dishonour cheques where alterations are not so confirmed.
- (b) The Bank shall not be liable for paying on altered and/or forged cheques where the alterations and/or forgery were made possible by the use of erasable ink, pens or typewriters or any other equipment with built in erasure features or by the use of cheque writers or franking machines or where the alterations and/or forgery cannot be easily detected.

7. Stop Payment Orders

The Bank may, in its absolute discretion, refuse to act on any stop payment instructions unless it receives a written request signed by the Account Holder or the requisite number of authorized signatories. The Bank will effect stop payment instructions based on the cheque number.

8. Marked Cheques

- (a) The Bank may mark cheques as “good for payment” to another bank, in which case, the Account Holder’s account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped.
- (b) The Bank may but is under no obligation to present cheques on behalf of the Account Holder to the drawee bank for marking.

9. Instruments Must Clear

Except by special arrangement and at the Bank’s absolute discretion, cheques (including marked cheques) and other instruments deposited into the Account cannot be drawn against until the proceeds thereof have been received by the Bank and cash deposited may not be drawn on until the following business day. Any credit given by the bank to the Account Holder on cheques and other instruments deposited in the Account is provisional and shall be reversed if the full proceeds are not received by the Bank.

10. Third Party Cheques

The Bank may refuse to accept for collection cheques and other instruments payable to third parties or to their order.

11. Deposits/Withdrawals

- (a) Cash withdrawals may be made subject to availability of the foreign currency notes and adequate notice being received by the Bank.
- (b) The Bank reserves the right not to accept deposit in any currency. Deposits made by way of foreign cheques/drafts are given value depending on the Bank’s discretion and according to any applicable laws or bye-laws for the time being in force.
- (c) The Bank may impose commissions and charges at the Bank’s prescribed rate on any deposits and/or withdrawals.

CLOSURE OF ACCOUNT

12. The Bank may at any time in its absolute discretion and without giving any reason therefore close the account after seven (7) day's notice. Upon the closing of the account (whether by Account Holder or the Bank), the Account Holder shall immediately return all unused cheque forms to the Bank.

OVERDRAFTS

13. (a) In the absence of prior arrangement or approval, the Account shall not be overdrawn. A charge will be levied on each cheque returned due to insufficient funds and the Bank may close the Account if cheques continue to be returned due to insufficient funds. Overdraft facilities may be permitted at the discretion of the Bank.
- (b) Any overdraft advanced by the Bank shall be payable by the Account Holder forthwith upon demand by the Bank together with interest and any bank charges. Interest on daily debit balances shall accrue daily with monthly rest at such rate as the Bank may from time to time determine, such interest to accrue as well after as before judgement.

STATEMENT AND VERIFICATIONS

14. (a) Statements of account ("Statement of Account") in such form as the Bank may deem appropriate will be despatched to the Account Holder on such periodic basis as the Bank may from time to time determine or on such other periodic basis as may be requested by the Account Holder and agreed to by the Bank. The Account Holder shall promptly notify the Bank in writing if the Account Holder does not receive the Statement of Account within 7 days of the expected date of receipt thereof.
- (b) The Account Holder is under a duty to :
- (i) monitor the balance of the Account at all times;
 - (ii) examine all entries in the Statement of Account;
 - (iii) within fourteen (14) days of the date of the Statement of Account notify the Bank in writing of any omission from or debits/credits wrongly made or made without authority or inaccurate entries in such Statement of Account; and
 - (iv) sign and return any confirmation slip, including any required for audit purposes (if requested to do so).
- (c) If the Bank does not receive any written notification pursuant to Clause (4b)(iii) within 21 days from the date of the Statement of Account, then, at the end of the said 21 days, the Account as kept by the Bank shall be conclusive evidence, without any further proof, that, except as to any alleged errors so notified, the Account contains all credits that should be contained therein and no debits that should not be contained therein and all the entries therein are correct and further the Account Holder shall be bound by such entries in the Account and the Bank shall be free from all claims in respect of the Account. Notwithstanding the foregoing, the Bank reserves the right upon giving notice to the Account Holder to add to and/or alter the entries in the account in the event of missing and/or incorrect entries or amounts stated therein.

DISCLOSURE

15. The Account Holder consents to the Bank disclosing information concerning the money or other relevant particulars of the account:
- (i) to any person or organization providing electronic or other services to the Bank's customers, whether in Singapore or outside Singapore for the purpose of providing the said services including but not limited to investigating discrepancies, errors or claims;
 - (ii) to the police or any public officer conducting an investigation in connection with any offence; and
 - (iii) to banks, financial institutions or credit reference agents. This is only for credit information in respect of the Account Holder; and further consents to the bank disclosing to its stationery printer or agent the Account Holder's particulars required for the purpose of printing personalized cheques or any other document.

JOINT ACCOUNTS

16. For joint accounts, the Account Holder shall be jointly and severally liable for all liabilities incurred on or debit balances in the Account and upon the death or bankruptcy of any of the Account Holders, the Bank may in its absolute discretion suspend the account.

SPECIAL PROVISIONS FOR PARTNERSHIPS

17. (a) Where the Account Holder is a partnership, upon the charge of the firm's constitution by death or resignation or bankrupt or otherwise of a partner, the Bank may, in the absence of written notice to the contrary treat the remaining partner as having full power to carry on the business of the firm and to deal with the Account as if there had been no change in the firm's constitution.
- (b) All provisions herein contained shall bind all partners jointly and severally notwithstanding any change in the constitution, or name of the firm or the admission of any new partner or modification or termination of any power of any partner.

ACCOUNT "IN TRUST"

18. The Bank is not required to recognize any person other than the Account Holder as having any interest in the Account. If the Bank should open the Account in the Account Holder's name "in trust" or "as nominee" or using some similar designation, whether or not for a specified third party, the Bank will accept cheques and other payment orders and other instructions relating to the Account from the Account Holder only and will not be required to obtain any consent from or see to the execution of any trust for any person, unless the Bank otherwise expressly agrees in writing.

PLACE OF PAYMENT

19. All moneys in the Account will be payable solely at the Bank's branch in Singapore where the Account is maintained.

BANK'S AGENTS

20. The Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Account Holder. Such bank or agent is deemed to be the agent of the Account Holder and the Bank shall not, in any circumstances, be responsible or liable to the Account Holder by reason of any act or omission of any such bank or agent, or by reason of loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent. All charges incurred by the Bank will be for the Account Holder's account.

CHARGES AND RIGHT OF DEBIT

21. (a) The Bank may impose such charges as it may determine for any service provided by the Bank and on any account with credit balance below minimum balance prescribed by the Bank from time to time for such accounts. The Bank will make available the current rates of charges upon request.

- (b) Any payment by the Account Holder under the Rules shall be made free and clear of and without any deduction in respect of any tax or similar levies. In the event that any goods and services tax whatsoever ("GST") which expression shall include any tax of a similar nature that may be substituted for or levied in addition to it by whatsoever named called is now or hereafter chargeable by law on any payment hereunder, the Account Holder shall pay such GST in addition to all other sums payable hereunder or relating hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Account Holder agrees to indemnify the Bank against the same.
- (c) The Account Holder authorizes the Bank to debit the Account at any time with interest and all amounts payable to the Bank.

BANK SECURITY RIGHTS

22. When the Bank accepts or incurs any liability at the request of the Account Holder, or when the Account is overdrawn, any funds, documents, instruments, chattels, bond, debentures, shares or other securities and other securities and other valuable held by the Bank in the name of the Account Holder (hereinafter called "Collateral") including Collateral in safe custody shall automatically be deemed to be pledged and charged to and constitute continuing security to the Bank for discharge of such liability and repayment of such overdraft. The Bank shall have the right to retain such Collateral (even if this necessitates the dishonouring of the Account Holder's cheques), or any part thereof until the liability and/or overdraft is discharged and/or repaid.

RIGHT OF SET-OFF

23. The Bank shall be entitled at any time without notice, to combine or consolidate all or any account of the Account Holder or all or any account in the name of any one or more of the Account Holders and set-off any credit balances (whether matured or not) in any one or more such accounts wheresoever situated including those in overseas branches against any liabilities of the Account Holders or of any one or more of them 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. Where such set-off requires the conversion of one currency into another, such conversion shall be calculated at the spot rate of exchange (as conclusively determined by the Bank) on the date of set-off. Furthermore, the Bank shall be entitled in the event of any breach by the Account Holder of these Rules or any default under or non-payment of any other debt, obligation or liability of the Account Holder to the Bank of whatsoever nature or kind, to sell any Collateral (as defined in Rule 21) by way of public or private sale without any judicial proceedings whatsoever, and retain from proceeds derived therefrom the total amount remaining unpaid, including all costs, legal fees and costs (on a full indemnity basis), charges and other expenses incidental to such sales. The Account Holder will immediately upon demand pay to the Bank the amount of any deficiency.

INDEMNITY BY CUSTOMER

24. The Account Holder agrees to indemnify the Bank for all losses, costs, damages, claims and expenses, including legal fees and costs (on a full indemnity basis), howsoever suffered or incurred by the Bank:
- (i) In the performance of its functions as banker for the Account Holder including as collecting banker guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Account Holder's request; and
 - (ii) In connection with the Bank's enforcement of its rights under these Rules or as a result of any non-compliance of these Rules by the Account Holder.

COMMUNICATION

25. (a) The Account Holder shall notify the Bank immediately upon any change of relevant particulars such as authorized signatures, addresses, partners (for partnership accounts), Memorandum and Articles of Association (for company accounts) and constitution and/or rules (for societies, clubs and other unincorporated associations).
- (b) All notices to and communication with the Account Holder and dishonoured cheques and other instruments may be sent by post, hand-delivery or such other manner as the Bank deems fit to the last address notified to the Bank and shall be deemed to have been received by the Account Holder on the day following such posting or on the day when it was so delivered.

FORCE MAJEURE

26. The Bank may suspend operations of any or all accounts and/or service if as a result of force majeure, any calamity or condition, industrial actions, computer breakdown or sabotage, or any other reason whatsoever, the Bank's customer record, accounts or services are not available or access to such records, accounts, services is hindered.

DIMINUTION AND UNAVAILABILITY OF FUNDS

27. The Bank shall have no responsibility or liability to the Account Holder for any diminution in the value of funds due to taxes, depreciation or fluctuation in exchange rates, or for the unavailability of funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, acts of war or civil strife or other causes beyond the Bank's control. If the relevant currency's country of origin restricts availability, credit or transfers of such funds the Bank will have no obligation to pay to the Account Holder the funds in the account whether by way of draft or cash in the relevant currency or any other currency.

CREDIT LINE

28. (a) Where the Account Holder maintains a Deposit Account with the Bank, he may request on the Bank's prescribed form for a credit line to be granted at the Bank's sole discretion and on such terms and conditions and for such amount as the Bank may determine PROVIDED the Deposit Account is not already pledged or charged as security or otherwise encumbered in any way.
- (b) Interest will be charged on the amount of the credit line utilized and at such rates and with such rests as may be specified by the Bank from time to time. Where the amount utilized exceeds the credit line, additional interest will be charged on the excess at such rates and with such rests as the Bank may determine.
- (c) The Bank shall be at liberty without affecting its rights, at any time and from time to time without notice to the Account Holder, determine or vary the credit limit extended herein.
- (d) The Account Holder hereby authorizes the Bank to renew, without notice to the Account Holder, the deposits in the Deposit Account upon maturity for a similar period at the prevailing rate.
- (e) Where a credit line has been granted, the Bank, in addition to any lien, right of set-off or other right conferred by law or otherwise, shall have a continuing right from time to time and at any time at the Bank's discretion, without prior notice or demand and without any restriction whatsoever, to set-off and transfer all or any part of the money in the Deposit Account in or towards payment or discharge of all or any monies or liabilities whether actual or contingent now or hereafter due, owing or incurred to the Bank by the Account Holder

in relation to such credit line whether as principal or surety (hereinafter “the Outstandings”) notwithstanding that the Deposit Account may not have matured, and whatever the currency of the Outstandings may be and for that purpose (without prejudice to the generality of the foregoing) the Bank may effect such combination or consolidation of accounts as the Bank may think fit. If any of the Outstandings are in a different currency from that of the Deposit Account, the Bank may apply the sums in the Deposit Account or any part thereof in purchasing the currency of the Outstandings at its own rate of exchange then prevailing.

- (f) Until the Outstandings have been fully discharged the Account Holder shall not withdraw any sums from the Deposit Account PROVIDED THAT where the amount in the Deposit Account exceeds the then prevailing Outstandings, the Account Holder may withdraw such part of the Deposit Account which is in excess of the Outstandings whereupon the credit limit may be adjusted accordingly.
- (g) The term “Deposit Account” used herein shall include Singapore Dollar and Asian Currency Unit fixed deposit accounts.

GENERAL

- 29. Words importing a person import also a sole-proprietorship, partnership or corporation. Where the account is in the name of two or more persons, the term “Account Holder” shall refer to such persons jointly and severally. “Business day” refers to a day where the Bank and the major financial center for the relevant foreign currency are open for business. The headings to these Rules are for ease of reference and have no legal effect.

AMENDMENTS

- 30. (a) The Bank reserves the right from time to time and without notice to make such further rules and regulations and such changes in the Rules as it may in its absolute discretion deem necessary or desirable. Amendments or changes to these Rules may be made by displaying notice thereof in the Bank’s premises where the Account is maintained, or by advertising the same in a daily newspaper circulating in Singapore, or by posting notice thereof by ordinary mail to the last known address of the Account Holder. The Account Holder shall be bound by the amendment or the new Rule(s) from the date of such display, advertisement or posting.
- (b) If the Account Holder does not accept any addition, alteration, variation or modification to these Rules, the Account Holder shall discontinue operating the Account and shall promptly close the Account. If the Account Holder continues to operate the Account after such notification, the Account Holder shall be deemed to have agreed to the addition, variation or modification without reservation.

APPLICABLE LAW AND PROCEEDING

- 31. These Rules shall be governed by and construed in accordance with the laws of Singapore and the Account Holder irrevocably submits to the non-exclusive jurisdiction of the Courts of Singapore. Any proceedings whatsoever for the recovery and/or enforcement of any monies claimed to be due from the Bank shall be instituted by the Account Holder solely in the courts of Singapore unless the Bank otherwise agrees in writing and any judgement or order of court made against the Bank shall not be enforceable or executed against any overseas branch of the Bank.



To :



Mega International Commercial Bank
SINGAPORE BRANCH

決議錄

CERTIFIED COPY OF RESOLUTION

At a Meeting of the Board of Directors of ABC COMPANY LTD.

on the 1ST day of JAN 20 05 the following Resolutions were passed :

Appointment of Bankers and Opening of Accounts

1. That Mega International Commercial Bank, Singapore Branch (hereinafter referred to as "the Bank") be and are hereby appointed Banker's of the Company (hereinafter referred to as "the Company").

視印鑑卡上約定憑
幾式有效。

所有有權簽字者資料。

For accounts current or any other account or accounts necessary for the carrying on of the business of the Company, be opened with the Bank and that any ONE of the following persons be authorized on behalf of the Company to operate such account or accounts :

<u>CHANG WU-CHI</u> Name	<u>DIRECTOR</u> Designation	<u>123443210</u> I.D./Passport No.
<u>WEI HSIAO-BAO</u> Name	<u>MANAGER</u> Designation	<u>666666666</u> I.D./Passport No.
<u>LING HU-CHUNG</u> Name	<u>MANAGER</u> Designation	<u>888888888</u> I.D./Passport No.
_____ Name	_____ Designation	_____ I.D./Passport No.
_____ Name	_____ Designation	_____ I.D./Passport No.

職稱

護照號碼

Deposits and Withdrawals

3. That the Bank be instructed to honour all cheques or other orders which may be drawn by the Company which may be signed on behalf of the Company and to debit such cheques and orders to the Company's account or accounts whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequences of such debit, provided such cheques or orders are signed by the authorized person or persons mentioned in paragraph 2 hereof.

Bills and Notes

4. That the Bank be instructed to honour all bills accepted and promissory notes made on behalf of the Company and to debit such bills and notes to the Company's account or accounts whether such account or accounts be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit provided such bills or notes are signed by the authorized person or persons mentioned in paragraph 2 hereof.



Authority to Pay

- 5. That the Bank is hereby authorized to pay such instructions as mentioned above without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person or persons, or payable to the Bank or others for his/their account or accounts or tendered in payment if his/their obligation or obligations, and whether drawn against an account in the name of the Company or in the name of any officer or agent of the Company AND such signature or signatures shall be a sufficient authority to the Bank and shall bind the Company in all transactions between the Bank and the Company including those specifically referred to.

Bank’s Rules governing the operation of Current Accounts

- 6. That we are bound by the Bank’s Current Account Rules a copy of which has been furnished to us, and by any subsequent amendments, variations and additions as the Bank may in its absolute discretion and without notice make from time to time.

Loans, Overdraft Credits and Securities

- 7. That any _____ of the following person(s) is/are hereby authorized on behalf of the Company :

_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	非星行授信戶者，請勿填寫此欄	
Name		
_____	_____	_____
Name	Designation	I.D./Passport No.
_____	_____	_____
Name	Designation	I.D./Passport No.

- (a) To borrow money and obtain credit for the Company from the Bank on any terms and to sign make and deliver on behalf of the Company notes, drafts, acceptances, instruments of guarantee, agreements, forms of deposit and withdrawals, Letters of Trust and Hypothecation and any other obligations, undertakings, instructions, indemnities, and counter indemnities and any other documents which may be required by the Bank in connection with the Company’s business and in a form satisfactory to the Bank.
- (b) To pledge, assign and deliver, as security for money borrowed or credit obtained, stocks, bonds, bills receivable, accounts, debentures, mortgages, merchandise, bill-of-lading, warehouse receipts, insurance policies, certificates, and any other property held by or belonging to the Company with full authority to endorse, assign or guarantee the same in the name of the Company.
- (c) To discount any bills receivable or any document held by the Company with full authority to endorse the same in the name of the Company.
- (d) To withdraw from the Bank and give receipts for and deal with and to authorize the Bank to deliver to bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether held as security or for safe-keeping or for any other purpose, and
- (e) To authorize and request the Bank to purchase or sell for account of the Company, stocks, bonds and other securities.

Memorandum and Articles

- 8. That the Bank be furnished with a certified copy of the Company’s Memorandum and Articles of Association and with copies of any amending special resolutions that may from time to time be passed.



List of Directors and Officers

9. That the secretary of the Company be, and hereby is, authorized to certify to the Bank the names of the present officers of the Company and other persons authorized to sign for it and the offices respectively held by them, together with specimens of their signatures, and in case of any change of any holder of any such office or holders of such offices, the fact of such change and the names of any new officers and their respective offices respectively held by them, together with specimens of their signatures; and the Bank be, and hereby is, authorized to honour any instrument or document signed by any new officer or officers in respect of whom it has received any such certificate or certificates with the same force and effect as if such officer or officers were named in the foregoing Resolution in the place of any person or persons with the same office or offices.

Amendment




10. That these Resolution be communicated to the Bank and remain in force until an amending resolution be passed by the board of directors and a certified copy thereof communicated to the Bank and that until such resolution be received by the Bank the Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it (including legal costs on a full indemnity basis) continuing to act in pursuance of these Resolutions.

I/We HEREBY CERTIFY that the foregoing Resolutions have been duly passed and entered in the minutes book and signed therein by the Chairman of the Meeting of the Board of _____ the Company and that the Company is a public/private company.

所有有權簽字者資料及簽名，須與印鑑卡上所有簽樣相符。

I/We, ABC COMPANY LTD.

_____ HEREBY FURTHER CERTIFY that the present Officers of the said Company authorised as aforesaid and the offices respectively held by them and their respective signatures are as follows :

<u>Name</u>	<u>Designation</u>	<u>I.D./Passport No.</u>	<u>Signature</u>
<u>CHANG WU-CHI</u>	<u>DIRECTOR</u>	<u>123443210</u>	
<u>WEI HSIAO BAO</u>	<u>MANAGER</u>	<u>666666666</u>	
<u>LING HU-CHUNG</u>	<u>MANAGER</u>	<u>888888888</u>	
_____	_____	_____	_____

請公司負責人簽名

Dated this 1ST day of JAN. (month) 2005 (year)

若有秘書，請其簽名。



Signed By *Director of the Company

Signed by Secretary of the Company

*Delete Inapplicable



**Mega International Commercial Bank
SINGAPORE BRANCH**

80 Raffles Place #23-20 UOB Plaza II Singapore 048624
Tel : 65-62277667 Fax : 65-62271858

Depositor who holding foreign currency deposit shall be aware of its inherent risks (e.g. exchange risk). Adverse exchange rate movements could erase interest earnings completely.

**APPLICATION TO OPEN AN ASIAN CURRENCY UNIT
FIXED DEPOSIT ACCOUNT**

公司定存開戶申請書

Customer No. (for Bank's use)

Currency: _____

Period : _____

請詳細逐項填寫公司資料，通訊地址及連絡電話務必填寫。

Name of Company/Individual : ABC COMPANY LTD.

Country of Incorporation/Nationality : U.S.A.

Registered No./P.P.No. : 54321

Registration Address : NO.1 LIBERTY ROAD, NEW YORK, U.S.A.

Date of Registration/Birth : 1 JAN. 2000

Mailing Address : NO.1 NANKING ROAD, TAIPEI, TAIWAN, R.O.C.

Telephone Number : 886-2-11112222

Fax Number : 886-2-33334444

請公司負責人簽名

CHANG WU-CHI

Signature(s) of Company Director : _____

1. I/We, ABC COMPANY LTD. request and authorize you, Mega International Commercial Bank, Singapore Branch ("Bank"), to open a fixed deposit account in our name ABC COMPANY LTD. and at any time subsequently to open such further fixed deposit account/s in our name as we may direct.

2. I/We authorize and request you :

To honour and comply with all instructions in writing signed by my/our authorized signatory/signatories in accordance with the signature requirement as stated herein, including but not limited to instructions relating to withdrawals and renewal of deposits, payments and transfer of funds from one fixed deposit account to any other fixed deposit account opened by me/us with you.

To accept for credit of any of my/our account/s any cheque, draft, bill of exchange, promissory note or other instrument made payable to me/us.

To act on any instructions in writing with regard to the purchase or sale of or other dealings in any foreign currency and to act on any instructions with regard to any transactions of any kind or with regard to any of my/our signed by my/our authorized signatory/signatories in accordance with the signature requirement as stated herein.

To debit at any time and from time to time any of my/our account/s with any and all sums, obligations and liabilities (including commission, service charges, interest, fees, costs, and expenses) owed or otherwise payable by me/us to you.

3. The conditions contained herein shall apply to each and every deposit account opened by you in my/our name.

4. I/We confirm that the information contained herein is true, correct and complete and I/We authorize you to verify the information from any other sources as you may consider appropriate. I/We undertake to notify you in writing of any change(s) in the information contained herein within fourteen (14) days of the change(s) taking place.




5. I/We have read and understood the Rules of the Bank governing Asian Currency Unit (ACU) Fixed Deposit Accounts, a copy of which has been furnished to me/us. I/we agree to abide by the Rules and such amendments, alterations or variations thereof as may be introduced by the Bank from time to time.

6. (For Corporation Account)

The authority and requests contained herein shall remain in full force and effect and shall be binding on us until and unless a copy of an amending resolution passed by our Board of Directors and certified by the Chairman and the Secretary to the effect that the said authority and requests are in accordance with the Rules and such copy of the amending resolution purporting to be certified by the Chairman and the Secretary and such copy of the amending resolution purporting to be certified by the Chairman and the Secretary between you and us be conclusive evidence of the passing of the resolution.

所有有權簽字者資料及簽名，須與印鑑卡上所有簽樣相符。

7. The fixed deposit account and subsequent account/s to be established and operated by my/our authorized signatories as follows :

Name	Designation	Specimen Signatures
<u>CHANG WU-CHI</u>	<u>DIRECTOR</u>	
<u>WEI HSIAO BAO</u>	<u>MANAGER</u>	
<u>LING HU-CHUNG</u>	<u>MANAGER</u>	

職稱

Signature Requirement : Single Any _____ of Above _____ to sign all to sign jointly

Company Stamp : _____ Signed by chairman/director : 

===== FOR BANK'S USE =====

Attended by : _____

Date : 公司負責人簽章

Checked by : _____

Date : _____

Approved by : _____

Date : _____



Mega International Commercial Bank
SINGAPORE BRANCH

***RULES GOVERNING ASIAN CURRENCY UNIT (ACU)
FIXED DEPOSIT ACCOUNTS***

1. Mega International Commercial Bank, Singapore Branch (hereinafter referred to as “Bank”) may at any time and as its sole discretion refuse to accept any deposit or limit the amount which may be deposited into the Asian Currency Unit (ACU) Fixed Deposit Account of a customer (hereinafter referred to as the “Account”) and/or return all or any part of any deposit.
2. All deposits into the Account shall be made in such currency as Bank may determine in its discretion and shall be not less than the minimum and amount for such currency fixed by Bank from time to time.
3. All foreign currency notes, cheques, drafts and other instruments deposited into the Account are subject to charges which Bank may charge therefor (and such charges may be deducted from the proceeds). Cheques, drafts and other instruments shall be on collection basis and the proceeds (less any charges which Bank may deduct therefrom) will only be credited to the Account upon confirmation of receipt of such funds by Bank which will then issue a deposit confirmation (hereinafter referred to as the “Deposit Confirmation”).
4. Cheques, drafts and other instruments deposited by the customer which have been dishonoured may be returned by ordinary post to the customer at his own risk and Bank shall be entitle to fully recover from the customer all costs and expenses arising from or connected with the dishonour.
5. United States Dollars (hereinafter referred to as “US\$”) deposits will be accepted for value on the day the currency is purchased from or received by Bank. Deposits in other currencies will be accepted for value on the next trading day or second trading day.
6. Any placement of deposit must be accompanied with placement period and maturity instructions from the customer. If there are no such instructions by the customer, Bank will exercise its discretion to place the deposit for any period and automatically renew the deposit and accrued interest upon its maturity at such interest rate as shall be determined by Bank for a similar period.
7. In the case where placement and maturity instructions are given by the customer, the deposit and accrued interest will automatically be renewed on maturity as such interest rate as shall be determined by Bank for a similar period unless the customer instructs Bank otherwise in writing. On renewal, a new Deposit Confirmation will be issued which will supersede the earlier confirmation.
8. Deposit transactions will only be accepted on a trading day. A trading day is defined as any day from Monday to Friday excluding public holidays or banking holidays in the Republic of Singapore or the principal financial centre for the currency concerned.
9. A deposit may be withdrawn only on maturity as specified in the relevant Deposit Confirmation. Withdrawal of the deposit whether partially or in full before maturity may be made only with the consent of Bank and upon such terms and conditions as Bank, in its absolute discretion, deems fit.
10. Repayment of deposit upon maturity or payment of interest due to the customer shall be by demand draft or telegraphic transfer, subject only to postage and cable charges. Requests for repayment of deposit upon maturity or payment of interest due to the customer by other means or in foreign currency notes (i.e. currency notes in a currency other than Singapore Dollars) shall be complied with subject to their availability and at the discretion of Bank. If payment is to be made to a third party, Bank’s normal charges for outward remittance shall apply in addition to postage and cable charges. Bank may as its discretion deduct all the relevant charges from the proceeds of the deposit before payment is made.
11. The customer must give clear and specific instructions in writing duly signed by him with regard to the renewal, withdrawal and /or disposal of a deposit on maturity. Such instructions must be received by Bank two (2) trading days before maturity. Bank shall be entitled to refrain from carrying out such instructions if the signature on any such document appears to Bank to differ from the specimen signature of the customer or his authorized signatories. All alterations amendments or modifications in such instructions must be confirmed by full signature and bank may in its discretion refuse to make payment when the alterations are confirmed by initials only. Bank shall not be responsible or liable for any loss or damage to the customer by reason of any compliance or non-compliance by Bank where such instructions are incomplete or ambiguous or where the amount of the deposit is insufficient to cover the total of Bank’s charges and the amount specified in such instructions.
12. No part of the deposits in the Account can be assigned, transferred, charged or pledged to any person other than Bank whether by endorsement of the Deposit Confirmation or otherwise.
13. The interest rates payable by Bank on the deposits shall be determined by Bank from time to time.
14. (a) If the Account is opened in the names of more than one individual, Bank shall, unless it receives instructions in writing to the contrary, be deemed to hold any credit balance(s) in the Account for the account-holders as joint tenants with a right of survivorship without prejudice to any right Bank may have in respect of such balance(s) arising from any lien charge pledge set-off counterclaim or otherwise whatsoever Bank may have, or to any step Bank may deem is desirable to take in view of any claim by any person other than the surviving account-holder(s).

- (b) If ambiguous or conflicting instructions are received by Bank from the customers Bank shall act only upon the instructions of all the customers and until such instructions are received, Bank shall decline to act without being liable to the customers.
- (c) All the liabilities and obligations of the customers to Bank in respect of such an Account shall be joint and several, and each of the customers agrees with Bank and each other that that customer is a principal and original debtor both as regards Bank and as regards each of the other customer(s) for all liabilities and obligation.
- (d) The other Rules contained herein shall apply in like terms to all and each of the customers in whose names such Account has been opened, and references in those other Rules to the customer include references to the customers and any of them.
15. In addition to any general lien or similar right to which Bank may be entitled by law, it shall be entitled at any time and without notice to the customer to combine, consolidate or merge all or any of the customer's accounts with, and liabilities to, Bank (whether in Republic of Singapore or elsewhere) whether to the credit of any such accounts in or towards satisfaction of any of the customer's liabilities to Bank on any account or in any other respect whether such liabilities be actual or contingent, primary or collateral, several or joint and whether presently payable or not, and may do so notwithstanding that the balances on such accounts and the liabilities may not be expressed in the same currency and Bank is hereby authorized to effect any necessary conversions at Bank's own rate of exchange then prevailing.
16. Nothing in the arrangements between Bank and the customer shall be treated as constituting an implied agreement, restricting or negating any lien, charge, pledge, right of set-off or other right Bank may have existing or implied by law.
17. Bank shall abide by its statutory obligation to keep confidential information pertaining to the Account. By signing the Account opening application form, the customer expressly consents to Bank disclosing information concerning the money or other relevant particulars of the Account:
- (a) to any person or organization participating in the provision of electronic, or without limitation, other services utilized by the customer, whether in Singapore or outside Singapore for the purpose of the operation of the said services including but not limited to investigating discrepancies, errors or claims; and
- (b) to the police or any public officer conducting an investigation to connection with any offence; and further consents to Bank disclosing to its stationery printer or agent the customer's particulars required for the purpose of printing any relevant documents.
18. (a) Bank may, at its discretion, at any time (even before the maturity of the deposit) without assigning any reason therefore, close the Account by giving seven (7) days' notice in writing to the customer.
- (b) Upon such closing of the Account, Bank shall return to the customer the credit balance, if any, on the Account together with interest payable on the deposit up to the date of the closing of the Account.
- (c) The customer hereby acknowledges and agrees that Bank shall not be liable to the customer for any loss of profits or any other loss directly or indirectly caused by the aforesaid closing to the Account.
19. Bank will use reasonable endeavours to comply with and fulfill any instructions the customer may give Bank concerning the operation of the Account or in respect of any transaction relating to foreign currency but the customer hereby acknowledges and agrees that Bank will not be liable for any loss that the customer may suffer whether directly or indirectly as a result of any inability or failure on Bank's part to comply with or fulfill any such instructions. Without prejudice to the generality of the foregoing, the customer hereby acknowledges and agrees that Bank will not have any responsibility for or liability to the customer for any diminution in the value of funds due to taxes or depreciation or for the unavailability of such funds due to restrictions on convertibility, requisitions, involuntary transfers, distraints of any character, exercise of governmental or military powers, war strikes or other causes beyond Bank's control. In addition, if the currency's country of origin restricts availability, credit or transfers of such funds Bank will have no obligation to pay to the customer the funds in the Account, whether by way of demand draft, telegraphic transfer or cash in the relevant currency or any other currency.
20. Without prejudice to any other provisions herein, in the absence to bad faith of Bank, the customer agrees that Bank shall not be under any liability for any loss or liability incurred or sustained by the customer unless the same is due to the willful default of Bank and the customer agrees to indemnify Bank and its agents and employees against and hold the same blameless from any expenses, liabilities, claims and demands arising out of anything lawfully done by Bank or its agent or employees in acting hereunder, and Bank will not be responsible for any delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities.
21. Bank may at its discretion (but without obligation to do so, save in respect of instructions given in accordance with paragraph 11 herein) rely on any instructions or communications from time to time given or made or purported to be given or made to Bank by the customer or his agent, whether by post, telex, telegraph, cable or any other electronic means in connection with the customer's dealings or transactions with Bank including without limitation the transfer of funds and foreign exchange, buy and sell orders, and any taken by Bank pursuant to such instructions or communications shall be binding on the customer; and the customer agrees to indemnify and hold Bank harmless from and against all actions, proceedings, liabilities, claims, demands, losses, damages, charges and costs resulting directly or indirectly from Bank's reliance in good faith on any instructions or communications.
22. Reports, written confirmations, notices, and any other communications be transmitted to the customer at the address given in the Account opening application form, or at such other address as the customer shall notify Bank in writing, and all communications so transmitted, whether by mail, messenger or likewise shall be deemed transmitted when deposited in the mail, or when received by a transmitting agent, whether actually received by the customer or not.
23. Bank may in its discretion add on to, amend or alter any of the foregoing terms and conditions at any time and from time to time.
24. The Rules shall be governed by and construed in accordance with the laws of Singapore and the customer, by signing the Account opening application form, submits to the non-exclusive jurisdiction of the Courts of Singapore and agrees that service of legal process may be effected by registered mail to the last address notified to Bank by the customer.

To :



Mega International Commercial Bank
SINGAPORE BRANCH

CERTIFIED COPY OF RESOLUTIONS

At a meeting of the Board of Directors of ABC COMPANY LTD.

on the 1ST day of JAN. 2005 the following resolutions were passed : -

1. that a fixed deposit account in the name of the Company be opened with The International Commercial Bank of China, Singapore Branch (“Bank”).
2. that the fixed deposit account and any other (fixed or call) deposit accounts which may be subsequently opened with Bank shall be established and operated *singly/jointly by the following persons (the “Authorised Signatories”) whose specimen signatures appear in the Schedule hereto. The authority hereby conferred in accepting and signing for and on behalf of the Company documents relating to the opening and operation of the account(s).

所有有權簽字者資料及簽名，須與印鑑卡上所有簽樣相符。

<u>Name</u>	<u>Designation</u>	<u>I.D./Passport No.</u>	<u>Signature</u>
<u>CHANG WU-CHI</u>	<u>DIRECTOR</u>	<u>123443210</u>	
<u>WEI HSIAO-BAO</u>	<u>MANAGER</u>	<u>666666666</u>	
<u>LING HU-CHUNG</u>	<u>MANAGER</u>	<u>888888888</u>	

3. _____ that a copy of resolution of the Board if purporting to be certified as correct by the _____

有秘書者，秘書簽名。

Bank and the Company be conclusive evidence of _____

負責人簽名

4. that these resolutions be communicated to Bank and remain in force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by the Chairman and the Secretary be communicated to Bank.

Secretary
Name :

Chairman
Name :
CHANG WU-CHI

Declaration of Tax Status for Corporate Account

IMPORTANT

To enable us to determine whether Singapore withholding tax should be deducted from interest paid/credited to you in compliance with the Singapore Income Tax Act, Cap 134, we would be grateful if you would complete the following declaration by ticking (✓) in the appropriate boxes provided.

Based on your declaration, the Bank will determine whether any interest payable to you is subject to withholding tax.

Please note that you might be deemed to be subject to Singapore withholding tax at the prevailing corporate tax rate if this declaration is not duly completed.

The notes overleaf are provided purely as a guide. You should seek professional advice from your tax consultants should you be uncertain of how to make the declaration or its tax implications.

This form should be signed by an Authorised Signatory.

To: Mega International Commercial Bank Co., Ltd, Singapore ("The Bank")

請務必確實勾選！

We hereby declare that :

- | | Yes | No |
|---|--------------------------|--------------------------|
| 1. The control and management of the company's business is exercised in Singapore. | <input type="checkbox"/> | <input type="checkbox"/> |
| 2. The company has received a withholding tax waiver letter from The Inland Revenue Authority of Singapore
(If yes, please provide us with a certified true copy). | <input type="checkbox"/> | <input type="checkbox"/> |

If the answer to 1 or 2 is Yes, please skip questions 3 and 4.

- | | | |
|--|--------------------------|--------------------------|
| 3. The company has a permanent establishment in Singapore. | <input type="checkbox"/> | <input type="checkbox"/> |
|--|--------------------------|--------------------------|

If the answer to question 3 is Yes, please complete question 3a)

- | | | |
|--|--------------------------|--------------------------|
| a) The funds placed with the Bank are obtained from a Singapore operation. | <input type="checkbox"/> | <input type="checkbox"/> |
| 4. The company is carrying on a business in Singapore by itself or in association with others. | <input type="checkbox"/> | <input type="checkbox"/> |

We hereby declare that the information given in this declaration form is true and correct. We undertake to notify the Bank in writing immediately of any change in the status declared above.

We agree that we shall be solely responsible for ensuring the accuracy and completeness of the information declared above and Bank shall not be obliged to verify the accuracy and completeness of such information. We acknowledge and agree that the Bank shall not be responsible for any loss or damage suffered by us as a result of the above information being inaccurate or incomplete in any way. We further agree to indemnify the Bank in full against any loss arising out of or in relation to any claim, demand, action or proceeding which maybe made against the Bank and/or any damage, liability, loss and expense (including legal costs on a full indemnity basis) which the Bank may incur or suffer directly or indirectly in acting or relying upon the above information.

Name of company: ABC COMPANY LTD.
Registration number/ _____ Country of _____
Business registration number: 54321 incorporation: USA
Registered address: NO.1 LIBERTY ROAD, NEW YORK, U.S.A.
Business address: NO.1 NANKING ROAD, TAIPEI, TAIWAN, R.O.C.

Authorised Signatory: 
Name and designation: CHANG WU CHI / DIRECTOR Date: 01.JAN, 2005

Declaration of Tax Status for Corporate Account

Explanatory notes:

1. Under the Singapore Income Tax Act, a non-resident company is subject to withholding tax on interest earned from deposits if:

- a) it is a permanent establishment (including a branch) in Singapore or is carrying on a business in Singapore by itself or in association with other; or**
- b) the funds placed with the Bank are obtained from a Singapore operation.**

The withholding tax rate is at the prevailing Singapore corporate tax rate.

A non-resident company could have obtained a waiver from the inland Revenue Authority of Singapore (IRAS) to waive the requirement to withhold tax. A copy of the waiver letter from IRAS should be presented to the Bank so that we will not deduct any withholding tax from interest paid/credited to you.

2. Control and management

A company, whether incorporated locally or overseas, is considered to be a resident in Singapore for tax purposes if its effective control and management (as opposed to day-to-day administration) is exercised in Singapore. As a general rule, the place of residence of a company is where the Directors of the company manage and control its business and where they hold their board meetings.

3. Permanent establishment

Permanent establishment is a fixed place where the business is wholly or partly carried on, including a place of management, a branch, an office, a warehouse, a building or work site or a construction, installation or assembly project in Singapore.

In addition, a company shall be deemed to have a permanent establishment if that company has another person acting on its behalf in Singapore who:

- a) habitually exercises an authority to conclude contracts;**
- b) maintain a stock of goods or merchandise for the purpose of delivery on behalf of that company; or**
- c) habitually secures orders wholly or almost wholly for that company or such other enterprises as are controlled by that company.**

4. Carrying on a business in Singapore

The following activities within Singapore may suggest that the company is carrying on a business in Singapore:

- a) If contracts are concluded in Singapore and are performed partly or wholly here.**
- b) If the property in goods passes in Singapore or the performance of services takes place here.**
- c) If stocks of goods are maintained here.**
- d) If manufacturing, contracting and similar operations are carried on in Singapore.**
- e) If receipts of proceeds of sales or services are in Singapore, but only if such receipts are in association with one or more of the other activities stated earlier.**
- f) If services are performed or provided in Singapore.**

Signed by chairman

The logo consists of the name 'CHANG WI-CHI' in a bold, blue, 3D-style font. The letters are blocky and have a slight shadow effect, giving them a three-dimensional appearance. The 'I' in 'CHI' is notably taller than the other letters.

To: MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD. 傳真約定書

80 Raffles Place
#23-20 UOB Plaza II
Singapore 048624
(the "Bank")

Dear Sirs,

RE: INDEMNITY FOR ELECTRONIC TRANSMISSION INSTRUCTIONS FOR OPERATION OF BANK ACCOUNT

1. I/We request and authorise the Bank to rely and act upon, as original, with or without independent verification, document(s) that we transmit to the Bank by electronic transmission (including but not limited to fax or e-mail with scanned documents) . I/We hereby irrevocably and unconditionally agree that the Bank may, but is not obliged to, accept and deem as original in all respect and for all purposes any document(s) received from me/us through electronic transmission, which on its face bears the approved authorised signatory(ies)/signature(s) which appears, in the Bank's sole and absolute discretion to be similar to the specimen signature cards held with the Bank (the "Authorised Signatory(ies)").
2. I/we agree that the Bank may, but shall not be under any duty to, seek confirmation of any electronic transmission instructions prior to acting upon them. Such confirmation may be obtained by telephoning any Authorised Signatory(ies) or any of the following contact persons at the following number(s):

Names of contact persons	Telephone Number(s)

I/we agree to inform the Bank in writing of any changes to the contact persons and/or the telephone number(s).

3. I/we undertake I/we further agree that if the Bank has tried but has failed to make contact with a signatory named in paragraph 2 above for any reason or has not been supplied with the confirmation of the electronic transmission instruction which has been requested, the Bank may in its absolute discretion refuse to act upon the instruction concerned.
4. The Bank is entitled (but not bound) to rely upon and deem the document(s) received by electronic transmission as an original instrument, authorised by and binding upon me/us in all respects and for all purposes without waiting for a confirmation by letter or the original instruction in writing or any inquiry as to the authority or identity of the person(s) giving or making or purporting to give or make such notice, demand, instruction or other communication and regardless of the circumstances prevailing at the time of such notice, demand, instruction or other communication.
5. In the event of any discrepancy between any electronic transmission instructions received and acted on by the Bank and a hard copy of the same, the electronic transmission instructions received and acted on by the Bank shall be deemed to be the conclusive evidence of instructions given by me/us.
6. I/We acknowledge and confirm that I am/we are aware the very nature of telecommunications services, and accept the risk of equipment malfunction including but not limited to paper shortage, transmission errors, omissions and distortions. I/We agree to assume and bear all risks involved in respect of such errors and misunderstanding and the Bank shall not be responsible in any manner for any loss, liability or damages arising

from misunderstandings, errors, lack of clarity, fraud, forgery or unauthorised instructions given by any unauthorised party. I/We irrevocably authorise the Bank to debit our account of any charges, losses or expenses.

7. Proof of dispatch of electronic transmission instructions by me/us shall not constitute proof of receipt of such instructions by the Bank. The Bank may at any time, at its own discretion, refuse to execute my/our instructions or any part thereof, without giving any notice, without assigning any reason thereon and without incurring any responsibility for loss, liability or expenses arising from such refusal.
8. In consideration of the Bank agreeing to act on the authorisation set out in this letter, I/we hereby irrevocably agree to fully indemnify the Bank and its officers, employees, agents and correspondents at all times, against any and all claims, demands, actions, proceedings, damages, losses, costs, liabilities, payments and expenses (including but not limited to legal fees and expenses on full indemnity basis) which the Bank may suffer or incur, directly or indirectly, arising out of anything done or omitted to be done pursuant to its reliance on electronic transmission documents, as set forth in this letter.
9. I/We hereby waive any rights, claims, actions, or proceedings that I/we may have against the Bank for any losses, damages or liabilities I/we may suffer or incur as a consequence or in connection with this letter or any notice, demand, instruction or other communication.
10. I/We acknowledge that the Bank already have a right of set-off or lien arising under law against my/our other accounts, whether in Singapore or elsewhere, held with the Bank, even though the credit balances may not be in the same currency.
11. Where the Customer consists of more than one person, their obligations and liabilities hereunder shall be joint and several. Where the Customer is a corporate or other business entities, the term "the Customer" shall mean the corporate entity, the person, and/or persons from time to time carrying on business in the name of such firm. References to "the Customer" shall include the Customer's successor and assign.
12. No failure or delay by the Bank in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by the law. If any form or condition herein becomes illegal, invalid or unenforceable, the remaining terms and conditions shall not be prejudiced thereby. This indemnity will be in force until I/we give the Bank a written notice to terminate or withdraw from these services and/or upon closure of the account(s). Any such notification to terminate or withdraw from these services will require at least one (1) working day to take effect. "Working day" means a day (excluding Saturdays, Sundays and Public Holidays) on which commercial banks are open for business in Singapore.
13. The rights and obligations of the parties shall be governed by and interpreted in accordance with the laws of Republic of Singapore. Indemnity construed in Courts of Singapore shall not limit the Bank's right to take legal proceeding in other court of competent jurisdictions. I/we agree to submit to the non-exclusive jurisdiction of the Courts of Singapore.

Yours faithfully,



Name of Customer: **ABC COMPANY LTD**

Name of authorised signatory: **CHANG WU CHI**

NRIC / Passport No: **123443210**

Company stamp (for corporate account, if applicable)

Date: **01.JAN, 2005**

兆豐國際商業銀行

新加坡分行

MEGA INTERNATIONAL COMMERCIAL BANK Singapore Branch

80 Raffles Place #23-20 UOB Plaza II, Singapore 048624

Tel : (65) 6227-7667 Fax : (65) 6536-9773

申請電子對帳單，即不寄發實體對帳單，改以 email 寄送。

電子對帳單申請表

E-statement application form

機構/個人帳戶名稱

(Company/Personal Account Name) : ABC COMPANY LTD

機構/個人帳戶 I.D. (Company/Personal Account I.D.) : _____

*帳戶 I.D. 為往來帳號之後 6 個號碼 (Account I.D. is last 6 digits of Account No.)

聯絡人 (Contact Person Name) : _____

請附聯絡人護照影本，影本上本人親簽，與護照一致。

聯絡電話 (Telephone) : 886-2-11112222

傳真 (Fax) : _____

電子對帳單郵件地址

(E-mail address) : ABC@abc.com

公司負責人簽章

01.JAN, 2005
日期 (Date)

簽署 (Authorized Signature)

POWER OF ATTORNEY

董事有 2 人以上，請填寫
此份授權書，授權其中一
人為負責人/代表人。

In connection with the CURRENT ACCOUNT / FIXED DEPOSIT ACCOUNT OPENING AFFAIRS with Mega International Commercial Bank, Singapore Branch. We, ABC COMPANY LTD, do hereby irrevocably appoint and authorize Mr./Mrs. CHANG WU CHI [Passport No. 123443210, Date of Birth: ___(DD)___(MM)___(YYYY)] to execute and deliver all necessary documents in connection therewith.

IN THE WITNESS WHEREOF, this Power of Attorney is issued as of this _____ day of _____ 20____.

FOR AND ON BEHALF OF

簽章：每位董事
填寫一張授權書

Name:
Director

Date:

請務必確實勾選！

Declaration of Tax Compliance

To: **Mega International Commercial Bank Co., Ltd, Singapore (“The Bank”)**

I/We _____, hereby declare that 本人特此聲明:

1. The Bank has confirmed with us that Monetary Authority of Singapore (MAS) designate Tax Crimes as Money Laundering Predicate Offences in singapore.

貴行已充分告知本人，新加坡法令已將逃稅之犯罪行為納入防制洗錢法制規範。

2. I/We certify that we are in full compliance with all tax statutes administered by government.

本人所有於貴行帳戶進出之資金均遵循相關國家稅法規定辦理。

3. Industry 行業:

- | | |
|--|---|
| <input type="checkbox"/> Agriculture, Fishing, Mining 農林漁牧 | <input type="checkbox"/> Transport Communication 交通運輸 |
| <input type="checkbox"/> Manufacturing 製造 | <input type="checkbox"/> Business service 服務 |
| <input type="checkbox"/> Building & Construction 建築營造 | <input type="checkbox"/> Non-bank Finance 金融週邊 |
| <input type="checkbox"/> Housing Loans 房貸 | <input type="checkbox"/> Consumer Loans 消金 |
| <input type="checkbox"/> General Commerce 一般商業 | <input type="checkbox"/> Others 其他: _____ |

4. The purpose for opening account 開戶目的:

- | | |
|--|---|
| <input type="checkbox"/> Salary/Deposit/Remit 薪資儲蓄轉帳 | <input type="checkbox"/> Wealth Management 財富管理 |
| <input type="checkbox"/> Trade Business 貿易 | <input type="checkbox"/> Investment 投資 |
| <input type="checkbox"/> Loan Accountg 授信往來 | <input type="checkbox"/> Others 其他: _____ |

5. Source of Funds 資金來源:

- | | |
|--|---|
| <input type="checkbox"/> Salary/Saving 薪資與儲蓄 | <input type="checkbox"/> Inheritance 家業繼承 |
| <input type="checkbox"/> Business 生意營運 | <input type="checkbox"/> Investor/speculator 投資 |
| <input type="checkbox"/> Professional Service 專業服務 | <input type="checkbox"/> Others 其他: _____ |

6. The expected transaction counting 預估存匯筆數: _____ /Month 每月;

Expected transaction volume 預估存匯額: _____ (USD thousand 美金千元)

7. Personal Account(個人戶適用):

I certify that I am an employee at _____ (僱主) and working as a _____ (職位) since _____ (Year). My current annual income is _____ (USD thousand 年薪美金千元).

請務必填寫！

We hereby declare that the information given in this declaration form is true and correct. We undertake to notify the Bank in writing immediately of any change in the status declared above.

本人特此聲明以上陳述均屬真實，並同意未來若有變更當即告知貴行。

* all above declaration is as required under Singapore Money Laundering and Countering the Financing of Terrorism. **公司負責人簽章**

以上所有陳述事項均遵循新加坡當局防制洗錢法令辦理。

CHANG WU-CHI

Authorized Signature(s) 聲明人簽名

Dated this _____ day of _____ (month) _____ (year)

Cust. ID: