



MEGA International Commercial Bank Co., Ltd

A.R.B.N. 079 372 688

A.F.S. Licence No. 247346

Sydney Branch
雪梨分行
Level 8, 10 Spring Street, Sydney NSW 2000
Tel: (02) 9230 1300
Fax: (02) 9233 5859

Brisbane Branch
布里斯本分行
Suite 1-3, 3 Zamia Street, Sunnybank QLD 4109
Tel: (07) 3219 5300
Fax: (07) 3219-5200

Melbourne Branch
墨爾本分行
Level 20, 459 Collins Street, Melbourne VIC 3000
Tel: (03) 9620 0500
Fax: (03) 9620 0600

Company Deposit Account Application Form

公司存款申請表

Date 日期 (dd/mm/yy):

____/____/____

"Deposits are not subject to Division 2 of the Banking Act - Protection of Depositors"

Mega International Commercial Bank Co., Ltd ("Mega ICBC", "the Bank") is legally required to verify your identity before opening an account for you. This may be done by electronic means using reliable and independent data sources or manually through verification of identification documents you provide or as requested by Mega ICBC. You must provide Mega ICBC with true, complete and correct information and not provide or use false or misleading information or documents in connection with the provision of financial services or in connection with an identification procedure.

Section A - Company Details 公司資料

Full Company Name 公司全名

Business Name (if any) 商號 (如適用)

Company Registered as
公司註冊型態
(May select more than one)
(可選多於一項)

- Public Company 公共公司
- Proprietary/Private Company 私人公司
- Government or related entity 政府機關
- Charity or other non-profit organisation 慈善機構
- Regulated Company (ASIC, APRA etc) 受規管公司
- Australian Listed Company 澳洲上市公司
- Majority-owned subsidiary of an Australian listed company 為澳洲上市公司擁有之公司
- Financial Institution (FI) 金融機構
- Other financial services provider (not FI) 非屬銀行之其他金融機構
- Investment (i.e. non trading company) company earning 50% or more of income from interest, dividends, rents and royalties. 投資公司

Registration Number (ACN, ABN, ARBN, GIIN or other registration number) 註冊號碼

Date of Registration 註冊日期

_____ (dd/mm/yy)

Place of Registration or Incorporation*
註冊或成立地

Registered Office Address
註冊辦公室地址

Principal Place of Business (if different from Registered Office) 主要業務地址

Postal Address 郵政地址

Contact numbers 聯絡電話

Fax Number 傳真

Email 電郵

Nature of Business Activities 從事業務

Australian Tax File Number **(if any) 稅號

*If "U.S.A" is indicated as a place of registration, incorporation or place of business, please provide your Tin Number as required by FATCA. (如為在美國設立之法人機構，請提供美國稅號)

**Mega ICBC may collect your Tax File Number pursuant to taxation legislation. Quoting this number is not compulsory. However, if you do not quote your tax file number or state your reason for exemption (if any), an interest withholding tax will be taken out of your interest payments. If you are not a resident of Australia for taxation purposes, you must provide your overseas address. For further information about Tax File Number rules, please contact your local Taxation Office.
這不是必須提供，但如果您不提供稅號，您將會被扣除有關利息的稅款。若有其他疑問，請與稅務單位聯絡

By completing this application form, you are providing personal information to Mega ICBC for the primary purpose of considering and assessing your application, verifying your identity and if your application is successful, to establish and administer your account. For this purpose, your personal information may be used and disclosed to third party service providers. Mega ICBC will also collect and utilise your personal information for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).

Official use only:

For Foreign Company only*:

Name of Foreign Registration Body
國外註冊單位全名

Identification Number issued by Foreign
Registration Bodies and GIIN 國外註冊號碼

Overseas Registered Office Address
國外註冊地址

Overseas Principal Place of Business (if
different from above) 國外營業地址

US TIN Number * 稅號

**If "U.S.A" is indicated as a place of registration, incorporation or place of business, please provide your Tin Number as required by FATCA. (如為在美國設立之法人機構，請提供美國稅號)*

***Mega ICBC may collect your Tax File Number pursuant to taxation legislation. Quoting this number is not compulsory. However, if you do not quote your tax file number or state you reason for exemption (if any), an interest withholding tax will be taken out of your interest payments. If you are not a resident of Australia for taxation purposes, you must provide your overseas address. For further information about Tax File Number rules, please contact your local Taxation Office.
這不是必須提供，但如果您不提供稅號，您將會被扣除有關利息的稅款。若有其他疑問，請與稅務單位聯絡*

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Official use only:

Section B – Director and Beneficial Owner Details 董事及股東資料

Director Details 董事資料

1. For public, listed, and regulated companies, government and government related entities, charitable or other non-profit organizations, financial institutions, financial services providers, proprietary/Public companies incorporated, registered or located in the U.S.A.

Full name of Director 1 第一董事全名		Date of Birth 生日		Address 地址	
Full name of Director 2 第二董事全名		Date of Birth 生日		Address 地址	
Full name of Director 3 第三董事全名		Date of Birth 生日		Address 地址	
Full name of Director 4 第四董事全名		Date of Birth 生日		Address 地址	
Full name of Director 5 第五董事全名		Date of Birth 生日		Address 地址	
Full name of Director 6 第六董事全名		Date of Birth 生日		Address 地址	

2. Proprietary/Private companies and Investment companies (not registered, incorporated or located in the U.S.A)*

* If "U.S.A" is indicated as a place of registration, incorporation or place of business, please provide your Tin Number as required by FATCA. (如為在美國設立之法人機構，請提供美國稅號)

Director 1

Full given name(s) 名		Surname 姓		Date of Birth 生日	
Residential Address 居住地址 / Registered Office Address 註冊辦公地址					
Country of Citizenship* 您是哪國公民		Country of Residency* 居住國		Country of Tax Residency* 稅務國	
US TIN Number * 稅號					

Director 2

Full given name(s) 名		Surname 姓		Date of Birth 生日	
Residential Address 居住地址 / Registered Office Address 註冊辦公地址					
Country of Citizenship* 您是哪國公民		Country of Residency* 居住國		Country of Tax Residency* 稅務國	
US TIN Number * 稅號					

Director 3

Full given name(s) 名		Surname 姓		Date of Birth 生日	
Residential Address 居住地址 / Registered Office Address 註冊辦公地址					
Country of Citizenship* 您是哪國公民		Country of Residency* 居住國		Country of Tax Residency* 稅務國	
US TIN Number * 稅號					

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Official use only:



Director 4

Full given name(s) 名 Surname 姓 Date of Birth 生日

Residential Address 居住地址 / Registered Office Address 註冊辦公地址

Country of Citizenship* 您是哪國公民 Country of Residency* 居住國 Country of Tax Residency* 稅務國

US TIN Number * 稅號

Director 5

Full given name(s) 名 Surname 姓 Date of Birth 生日

Residential Address 居住地址 / Registered Office Address 註冊辦公地址

Country of Citizenship* 您是哪國公民 Country of Residency* 居住國 Country of Tax Residency* 稅務國

US TIN Number * 稅號

Director 6

Full given name(s) 名 Surname 姓 Date of Birth 生日

Residential Address 居住地址 / Registered Office Address 註冊辦公地址

Country of Citizenship* 您是哪國公民 Country of Residency* 居住國 Country of Tax Residency* 稅務國

US TIN Number * 稅號

Company Secretary Details (if any) 公司秘書資料 (如適用)

Full Name of Secretary 1 第一秘書全名 Address 地址

Full Name of Secretary 2 第二秘書全名 Address 地址

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Official use only:



Beneficial Owner Details (individual who owns 25% or more of the issued capital of the company)
股東資料(個人擁有等同或超過 25%之公司資產)

1. For public, listed, and regulated companies, government and government related entities, charitable or other non-profit organizations, financial institutions, financial services providers, proprietary/Public companies incorporated, registered or located in the U.S.A.

Full name of Shareholder 1 % of total share 股東及持有股份	%	Address 地址	
Full name of Shareholder 2 % of total share 股東及持有股份	%	Address 地址	
Full name of Shareholder 3 % of total share 股東及持有股份	%	Address 地址	
Full name of Shareholder 4 % of total share 股東及持有股份	%	Address 地址	

2. For proprietary/Private companies and Investment companies (not registered, incorporated or located in the U.S.A)*

* If you have answered "USA" to any of these questions, please provide your TIN number as required by FATCA. (欄位中如出現美國指標，美國稅號為必填資訊)

Beneficial Owner 1

Full given name(s) 名	Surname 姓	Date of Birth 生日
Residential Address 居住地址 / Registered Office Address 註冊辦公地址		
Country of Citizenship* 您是哪國公民	Country of Residency* 居住國	Country of Tax Residency* 稅務國
US TIN Number * 稅號		

Beneficial Owner 2

Full given name(s) 名	Surname 姓	Date of Birth 生日
Residential Address 居住地址 / Registered Office Address 註冊辦公地址		
Country of Citizenship* 您是哪國公民	Country of Residency* 居住國	Country of Tax Residency* 稅務國
US TIN Number * 稅號		

Beneficial Owner 3

Full given name(s) 名	Surname 姓	Date of Birth 生日
Residential Address 居住地址 / Registered Office Address 註冊辦公地址		
Country of Citizenship* 您是哪國公民	Country of Residency* 居住國	Country of Tax Residency* 稅務國
US TIN Number * 稅號		

Beneficial Owner 4

Full given name(s) 名	Surname 姓	Date of Birth 生日
Residential Address 居住地址 / Registered Office Address 註冊辦公地址		
Country of Citizenship* 您是哪國公民	Country of Residency* 居住國	Country of Tax Residency* 稅務國
US TIN Number * 稅號		

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Official use only:



Section C - Authorisation & Declaration 協議與聲明

Authorisation:

By signing below, I/we provide the following authorisations:

- a) I/We hereby request the Bank to open an account for me/us in my/our name (the "Account"). I/We authorise you to honour all payment instructions signed in accordance with the enclosed Signature Record Cards.
- b) For joint accounts only – We agree to be jointly and severally liable to the Bank for any debit balance in the Account. In the event of the death of either of us, you are authorised to pay the balance of the Account to the survivor(s).
- c) A resolution was passed by a meeting of the Board of Directors of the Company for the directors to open an account with the Bank and authorise the authorised persons specified in Section G – Notice of Authority of this application form to operate the account of the Company. We had to you a true copy of the board resolution with this application.
- d) Authorisation of signature(s) – The enclosed Signature Record Card(s) applies to the Account and additionally, to all future deposit accounts opened with identical account names, unless requested otherwise.

Declarations:

By signing below, I/we declare that:

- a) All the information that I/we provide to the Bank is complete, true and correct and I/we will inform the Bank should any provided information change ;
- b) I/We understand that if I/we provide the Bank with incomplete or inaccurate information, my/our request for opening the account may be rejected by the Bank;
- c) I/We declare that I/we have not withheld any information that might cause the Bank to not approve this application;
- d) I/We have made my/our own independent judgment and decision to enter into this agreement and am/are not relying on any information given or representations made by the Bank to me/us;
- e) I/We consent to the use and disclosure of my/our personal information as set out in the Bank's **Privacy and Spam Statement**;
- f) A copy of Bank's **Terms and Conditions** has been furnished to me/us and I/we have read and understood the same and agree to be bound thereby;
- g) A **Schedule of Fees, Charges and Interest Rates** included in the **Terms and Conditions** has been furnished to me/us and I/we agree to be bound by the terms of the same;
- h) I/We authorise the Bank to deduct reasonable fees, charges, tax and duties from my/our accounts;
- i) I/We acknowledge that my/our deposits with the Bank are **not subject to Division 2 of the Banking Act – Protection of Depositors**; and
- j) I/We agree to advise the Bank whenever anything happens which would result in a failure to truthfully repeat any of the declarations stated above.

Acknowledgement that Deposits not subject to Depositor Protection Provisions:

Pursuant to the disclosure requirements of the Banking Act, we hereby advise you that the deposits taken by Mega ICBC are not covered by Division 2 of the Banking Act and, as such are NOT subject to the depositor protection provisions of the Banking Act.

By signing below, you acknowledge that you fully understand the status of your deposits with us

X

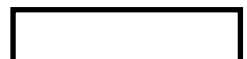
Name of Director
董事名字

Date
日期

X

Name of Director
董事名字

Date
日期



Section D - Privacy and Spam Statement 隱私同意書

This Statement explains how Mega International Commercial Bank Co., Ltd ("we/us/our") collects, uses and discloses Personal Information. For the purposes of this Privacy and Spam Statement, "Personal Information" is information which may be used to identify an individual, including name, age, gender, contact details and financial information such as credit history. By law, we are required to collect and store this information in accordance with prudent risk management, banking and anti-money laundering and counter terrorism financing legislation.

As well as dealing with our collection, use and disclosure of Personal Information, this Statement requests your consent to us sending you information about products and services, including by way of commercial electronic messages. Where you sign this Statement, you are providing your consent to the disclosures and contacts outlined in this Statement.

Purposes for which we collect and use Personal Information

(i) We may collect your Personal Information to allow us to assess and process your application for a product or facility, as well as to establish, provide and administer any product or facility we have agreed to provide to you.

(ii) We may also use your Personal Information to allow us to:

- comply with relevant state and federal legislative and regulatory requirements (such as customer identification);
- consider any other application you may make to us, including applications for commercial credit;
- perform our required business administration, including account keeping, risk management, record keeping, archiving, systems development and testing, credit scoring, fraud prevention and staff training;
- manage our rights and obligations in relation to external payment systems;
- conduct market or customer satisfaction research;
- develop, establish and administer alliances and other arrangements (including rewards programs) with other organisations in relation to the promotion, administration and use of our respective products and services;
- develop and identify products and services that may interest you; and
- tell you about products and services (unless you request that we not do so).

(iii) You agree that, in assessing an application for credit or in assessing whether to accept you as a guarantor to an application for credit, we may obtain a credit report about you or personal information about you in a credit report, from a credit reporting agency or organisation or a credit provider for the purpose of assessing whether to accept you as a borrower or guarantor.

(iv) If we do not collect Personal Information about you, we may not be able to provide you with our products or services.

(v) If you provide Personal Information to us about someone else, you agree that you will show them a copy of this Privacy and Spam Statement, to allow them to understand the manner in which their Personal Information may be used or disclosed by us in connection with your dealings with us.

Disclosure of Personal Information

(i) You agree and acknowledge that we may disclose Personal Information we have collected about you to:

- credit reporting agencies for the purpose of obtaining a credit report or to allow the credit reporting agency to create or maintain a credit information file containing information about you;
- any credit provider for any purpose you have agreed to;
- our agents, contractors, service providers and external advisers;
- your agents and contractors, including your finance broker, builder, settlement agent and your legal or financial adviser;
- your executor, administrator, trustee, guardian or attorney;
- your referees;
- regulatory bodies, government agencies, law enforcement bodies and courts;
- debt collection agencies;
- any person or organisation who introduces you to us;
- anyone supplying goods or services to you in connection with a rewards program associated with a loan or facility you have (or have applied for) with us;
- other financial institutions and our related companies;
- other organisations with whom we have alliances or arrangements (including rewards programs) for the purpose of promoting our respective products and services (and any agents used by us and our business partners in administering such an arrangement or alliance);
- your franchisor (if applicable);
- external payment systems operators;
- any mortgage insurer used by us and reinsurer of such mortgage insurer;
- our insurers or prospective insurers and their underwriters;
- an intending guarantor, to enable that person to consider whether or not to act as guarantor, or offer property as security, for a loan you have (or have applied for) with us;

- your co-borrowers, sureties, guarantors and co-guarantors and prospective co-borrowers, sureties, guarantors and co-guarantors;
- any person considering purchasing your loan, guarantee or security, that person's advisers, persons involved in assessing the risks and funding of the purchase and, after purchase, the purchaser and any manager on an ongoing basis;
- any person to the extent necessary, in our view, in order to carry out any instruction you give us; and
- other organisations (including our related bodies corporate) and their agents for the marketing of their products and services (unless you request that we not do so).

(ii) You agree that we may make such disclosures even if the disclosure is to an organisation overseas which is not subject to the privacy obligations which are equivalent to those which apply to us, and we will not remain liable for the information once it is disclosed overseas.

(iii) We operate throughout Australia and in a number of countries overseas. As a result, you agree that some of these uses and disclosures may occur interstate or outside Australia. Please contact us if you wish for a list of the countries in which we operate.

Gaining access to and correction of your Personal Information

You may seek to gain access to your Personal Information held by us at any time by contacting one of our branches. We may charge an administration fee to allow access to this information.

If we are satisfied that your personal information held by us is inaccurate, incomplete or out of date then we will correct this. If you wish to request us to correct your information, please inform us as soon as practicable so that this can be updated. You may be required to provide new forms of evidence to support any requested changes to your Personal Information.

We will only deny you access to or refuse a correction of your Personal Information where we have a reason to do so or where required by law. In these circumstances, we will provide you with reasons (where possible) for denying your request. This may be because the information that you have requested access to is commercially sensitive, or we are prohibited or permitted to do so by law.

Complaints

If a matter is not or cannot be resolved immediately to your satisfaction and to our satisfaction, you may make a complaint in writing by either asking to complete our complaint form detailing the problem or sending us a letter, email or facsimile. If you do not wish to make the complaint in writing, you may make the complaint in person at one of our branches, or we will take down details of your complaint over the telephone. We will investigate and address your complaint within 10 Business Days. If you are not satisfied with the outcome, we will escalate your complaint internally and will inform you of the result of the escalation of your complaint.

[If you are not satisfied with the outcome of the above process you may contact the Financial Services Ombudsman by completing and sending FOS a Dispute Form \(available at \[www.fos.org.au\]\(http://www.fos.org.au\)\) or by calling the Financial Services Ombudsman at 1300 78 08 08.](#)

Receiving commercial electronic messages

(i) You consent to us sending commercial electronic messages, including messages about our products and services and the products and services of any third party that we think may be of interest to you, to each electronic address which you have provided to us. You warrant that you have authority either as or on behalf of the relevant electronic account holder to provide this consent.

(ii) In respect of each electronic address, you agree that until you provide written notice to withdraw your consent in respect of that electronic address or use an unsubscribe facility included within a commercial electronic message sent to that electronic address (to withdraw your consent), we may continue to send commercial electronic messages to that electronic address.

(iii) You may, at any time, ask us not to mail, telephone or send you information about products and services and not to disclose your Personal Information to any other organisations for that purpose. You may do this by contacting one of our branches.

For more information about the way in which we collect and use your Personal Information, please contact Mega International Commercial Bank Co., Ltd.

X		
Name of 1st Applicant 第一申請人姓名	<input type="text"/>	Date 日期 <input type="text"/>
X		
Name of 2nd Applicant 第二申請人姓名	<input type="text"/>	Date 日期 <input type="text"/>
X		
Name of authorized Signatory 被授權人姓名	<input type="text"/>	Date 日期 <input type="text"/>

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Official use only:



Section E (Part 1) - Notice of Authority 授權書

Authorisation to the Bank

Please note that I/we have authorised the person(s) whose name(s) and specimen signature(s) appear in the 'Details of Persons Authorised' Section, to act on my/our behalf (where this authority is from an organisation, it has been given by a resolution of a legally constituted meeting of the organization or the directors of the company, as the case may be):

1. To draw cheques and other instruments on any of my/our accounts.
2. To overdraw any of my/our accounts.
3. To authorise you to make periodical payments or direct debits to any account and to debit that account with any charges or costs relating to such payments.
4. In relation to any term deposit or any other deposit in my/our name:
 - i. To place money on deposit;
 - ii. To receive payment of deposit moneys and interest;
 - iii. To give instructions in relation to any deposit, including instructions on the payment (whether at maturity or otherwise) or renewal of that deposit.
5. In relation to property held by you on my/our behalf (including any property held in joint names or on behalf of the organisation):
 - i. To have access to, and receive from you such property; and
 - ii. To give you instructions regarding such property.

6. To instruct you to transfer accounts between branches.
7. To instruct you to close all or any of my/our accounts.
8. To make, accept, endorse or discount cheques and other instruments made payable to, or to the order of, me/us or, where I/we are a trustee, to the estate or trust.
9. To arrange the issue and negotiation of letters of credit.
10. To sign deposit and set off agreements.
11. To give or sign any documents for your protection, including guarantees and indemnities, relating to:
 - i. Missing documents; or
 - ii. Guarantees or undertakings given or to be given by you in my/our request, or in favour of any of my/our officers or agents.
12. To pledge, assign, give security over or take arrangements with you regarding my/our property or accounts and to receive any such property from you.
13. To make enquiries, to give instructions and generally to request and receive information in relation to any of my/our accounts.

This authority applies to all of my/our accounts and all accounts that I/we may conduct in the future, except those accounts for which I have given you a separate notice.

Details of Persons Authorised

Provide the following details of each person authorised to act 請填寫被授權人資料

Authorised person name 被授權人名字		Authorised person name 被授權人名字	
Other name(s) known by 別名		Other name(s) known by 別名	
Address 被授權人地址		Address 被授權人地址	
Contact Number 聯絡電話		Contact Number 聯絡電話	
Country of Birth* 出生國家		Country of Birth* 出生國家	
Country of Citizenship* 您是哪國公民		Country of Citizenship* 您是哪國公民	
Country where you currently reside*居住國		Country where you currently reside*居住國	
Country of Tax Residency * 居留狀況		Country of Tax Residency * 居留狀況	
US TIN Number* 稅號		US TIN Number* 稅號	
Specimen Signature 簽名樣本	X	Specimen Signature 簽名樣本	X

* If you have answered "USA" to any of these questions, please provide your TIN number as required by FATCA. (欄位中如出現美國指標，美國稅號為必填資訊)

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Official use only:

Section E (Part 2) - Notice of Authority 授權書

Joint/Several

If more than one person has been authorised, they will act in the following manner (select one option):

- Joint authorisation (all persons authorised must act and sign together)
- Several (each person authorised acts or signs alone on my/our behalf)
- Other provide details below

Authority Agreement

This authority will continue until the branch where my/our accounts are kept, receives written notice in a form satisfactory to the Bank from me, or any one or more of us, or the organisation that it has been revoked.

This authority cancels any previous authority I/we have given to you regarding the persons authorised to act except in relation to:

- Instruments dated before the date of this authority and presented for payment after you receive this authority, and
- Any act done under the previous authority

Joint Accounts

- If any one or more of us dies, then as far as you are concerned:
 - any credit balance in any account held in our joint names will be a debt due to the survivor; and
 - any property held by you on our joint behalf will be deliverable to the survivor, and you shall be free from all responsibility in paying or delivering that money or property to such survivor.
- Our liability to you is joint and several if any of our accounts is or becomes overdrawn.
- You may accept for the credit of any of our accounts any instruments payable to any one or more of us.

Business Accounts

- There is no other person or organisation interested as proprietor of the business. I/we will write to you immediately if there is a change of ownership of the business.
- If there is more than one proprietor of the business:
 - our liability to you is joint and several if any of our accounts is or becomes overdrawn; and
 - you may accept for the credit of any of our accounts any instruments payable to any one or more of us.
- I/we have given you an up-to-date copy of the certificate of registration (if any) of the business name, or if registration has been

applied for, but not yet obtained, a copy of the application.

Organisation Accounts

- For a company – we have given you a copy of the certificate of registration or incorporation.
- For any other type of organisation – we have given you an up-to-date copy of the rules, by-laws, constitution or other document (if any) constituting the body named on this authority and authorising the signatory/ies to act.

In this authority:

“account” includes a term or other deposit.

Except in the **Privacy Consent of Person Authorised** Section, I, me, my, we, our and similar words refer to the organisation, persons or proprietors of the business named above as the Customer.

- “Instruments” means cheques, drafts, bills of exchange, promissory notes and other instruments.
- “joint account” means an account held by two or more natural persons but does not include an account held by the trustees of a trust or the proprietor(s) of a business.
- “letters of credit” includes documentary letters of credit and stand-by letters of credit.
- “organisation” refers to the company, society, club, institution or other association named above as the Customer.
- “property” includes packets, boxes, deeds, securities, bills of exchange, promissory notes, drafts, bills of lading, warehouse certificates, insurance policies, insurance bonds, deferred annuity policies, and any other documents or property of any kind.
- “Trustee account” means an account in the name of the trustees of a trust or the executors or administrators of a deceased estate.
- “you” and “your” means the Bank.

X

Name of Director
董事名字

Date
日期

X

Name of Director
董事名字

Date
日期

Section F - Agreement Respecting Instruction and Information by Electronic Transmission

電子傳送方式指示約定書

In consideration of Mega International Commercial Bank Co., Ltd (ARBN 079 372 688), Sydney/Brisbane/Melbourne Branch (hereinafter referred to as "Branch", and collectively referred to as "Mega ICBC") acting upon instructions given from time to time by the undersigned (the "Customer") to the Branch, the Customer agrees as follows:

A. Instructions by Electronic Communication

1. **Authorisation.** Any of the Customer and/or Authorised Person are authorised to give instructions on behalf of the Customer either by facsimile transmission, telecopier, telex or email:
 - (a) to transfer funds or make any debit or credit arrangement, from any account in the Customer's name to a particular account below:

Account name:

Account no:
 - (b) to transfer funds from any account in the Customer's name to any individual, firm or corporation;
 - (c) to carry out any cash or electronic foreign exchange transaction, remittance or withdrawal;
 - (d) to overdraft any account;
 - (e) to make the following transaction related instructions:
 - i. The making of a drawing under the Facility Agreement dated (for loan accounts only);
 - ii. The making of any import/export payments against documents under collection clearance of goods and consignments;
 - iii. Issuing letters of credit;
 - iv. Issuing bank guarantees and indemnities;
 - v. Withdrawing deposits and transferring deposits;
 - vi. Updating contact details or information;

Monetary Limit. The above Authorisation is only applicable to instructions within the following monetary limit (if applicable):

No monetary Limit OR Limited to the monetary value of

\$

2. Action on instructions

- (a) Mega ICBC may act on instructions in accordance with this Agreement from, or purporting to be from, Authorized Person(s) until the Branch has received written notice to the contrary.
 - (b) Mega ICBC will act upon instructions given in accordance with this Agreement during the Bank's usual banking hours on the earliest banking day possible, as determined by the time of receipt and the type of transaction required.
3. **Receipt of instructions.** Instructions to Mega ICBC shall be considered to have been reviewed only when they are brought to the attention of the officer at the Branch to whom it is addressed. Instructions that are not addressed to any particular person will be considered to be

addressed to the Business Department Manager or his/her designated person.

4. **Confirmation of Electronic Instructions.** When instructing by Electronic Instruction to transfer funds to any individual, firm or corporation for an amount of more than Fifteen Thousand Australian Dollars or the equivalent in a different currency, the Customer or the Authorised Person is required to phone the Branch and confirm the Electronic Instruction right after the instructions are given. Mega ICBC may, but need not, notify the Customer of any discrepancy found in the Electronic Instructions as understood by it. Alternatively, the bank might contact the following nominated contact person to confirm the instruction provided electronically:

Name of Contact Person

Title (if applicable):

Contact Number:

If the nominated contact person is unable to be contacted, the bank may not process the electronic instruction. The Bank will not be responsible for any direct or indirect loss incurred by the customer in regards to the electronic instruction.

5. **Bank declining to act.** Mega ICBC at its absolute discretion may decline to act upon any electronic instruction if it doubts that the instruction has been properly authorized, accurately transmitted or properly understood by Mega ICBC.
 6. **Instructions considered valid.** All Electronic Instructions as acted upon by Mega ICBC shall be conclusively considered to be valid instructions, even if they did not come from Authorized Person(s), were not accurately transmitted, were not properly understood by Mega ICBC or differ from any following written confirmation, unless Mega ICBC was grossly negligent or engaged in willful misconduct in interpreting those instructions.
 7. **Information and instructions by Electronic Instruction.** The Customer authorizes Mega ICBC to rely on all information and instruction transmitted by Electronic Instruction from, or purporting to be from, Authorized Person(s).
- #### B. General
8. **Branch Communication numbers.** The Branch's current communication numbers are set out on the head of this Agreement. The Branch will give the Customer written notice of any change in such numbers. Any written notice from one party to the other is to be made to its address set forth in this Agreement (or such other address as it may from time to time advise)/
 9. **Instructions, etc. effective only at the Branch.** Electronic Instructions and information given in accordance with this Agreement relate only to the transactions between the Customer and the Branch which received the instructions, and shall not be effective as regards with any other branch of Mega ICBC.
 10. **Change to list of Authorized Person(s).** The Customer may from time

Official use only:

/ /

to time notify the Branch in writing of changes to the list of Authorized Person(s) in this Agreement. No change to that list is effective until the Branch has received and accepted written notice of the change.

11. **Monitoring and functioning of communications facilities.** Mega ICBC will use reasonable efforts to monitor its electronic facilities to determine if it has received any instructions or information from the Customer. Mega ICBC's ability to act upon electronic instructions depends upon normal functioning of various communication facilities used by Mega ICBC. Mega ICBC shall not be liable for any delay or failure to receive electronic instructions or information.
12. **Liability of Bank.** Mega ICBC shall not be responsible for any liability, damages, demands or expenses that the Customer incurs due to Mega ICBC acting or failing to act upon instructions or information received (except for Mega ICBC's gross negligence or willful misconduct). In the event of Bank's gross negligence or willful misconduct, its liability to the Customer shall be limited to the amount involved in the relevant instruction. Mega ICBC shall not in any event be liable for any incidental, consequential or indirect damages, or for loss or profit.
13. **Indemnity.** The Customer shall indemnify and keep Mega ICBC harmless from and against all liabilities, claims, actions, damages, demands and expenses that Mega ICBC may incur (other than due to its own gross negligence or willful misconduct), including without limitation legal fees and disbursements reasonable incurred by Mega ICBC in accordance with this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to Mega ICBC.
14. **Admissibility of Electronic transmission.** Mega ICBC may, if necessary, enter in evidence in any trial the Electronic transmission received by Mega ICBC (or any photocopy of such a transmission) as if it were the original document, and the Electronic Instruction copy shall be sufficient and valid proof of the information contained in the electronic communication.
15. **Notice.** Either party may give notice to the other by personal delivery or by electronic communication in accordance with this Agreement.
16. **Board authorization**⁽¹⁾⁽²⁾. The Customer's Board of Directors has authorized the signing of this Agreement.
17. **Valid agreement.** This Agreement is a valid and binding obligation of the Customer, enforceable in accordance with these terms.
18. **This agreement additional.** The terms of this Agreement are in addition to, and not in substitution for, the terms of any other agreement between the Customer and Mega ICBC. If any conflict arises between this and other agreement with the Customer, the terms of this Agreement shall prevail.
19. **Language.** The Customer hereby confirms the express wish that this Agreement and any related instructions and documents be drawn up in English only which shall be controlling and declares to be satisfied therewith.
20. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of Australia.

Note:

- (1) If it is for corporations, a resolution of the Board of Directors shall be submitted.
- (2) If it is for corporations, please enter the official positions as well as names of the Authorised Person(s).

Authorized Email Addresses (for the purpose of electronic instruction)

This Agreement is with respect to:

- All account held in the same name of the customer
- The following accounts only:

Signed by the Director/Authorised Person (董事或被授權人簽署):

X

Name (全名): Date (日期):

Position (職位)

Signed by the Director/Authorised Person (董事或被授權人簽署):

X

Name (全名): Date (日期):

Position (職位)

Section G - Checklist and required documentation* 必備之文件

*Please be aware that further documentation might be required upon request of the bank

Completed Deposit Application Form 已填妥的存款申請書	<input type="checkbox"/>
Privacy and Spam Statement 私隱同意書	<input type="checkbox"/>
Board Resolution for authority to open account	<input type="checkbox"/>
Notice of Authority 授權書	<input type="checkbox"/>
Agreement Respecting Instruction and Information by Electronic Instruction 允許通過電子方式文件	<input type="checkbox"/>
Certified Copy of Identification Documentation**已認證的身份證明文件	<input type="checkbox"/>

**Details of Documents Certified (for proprietary companies only)

**私人股份有限公司認證文件資料:

- Certificate of Incorporation 公司登記執照
- Company Constitution of equivalent documentation (if any)公司設立章程
- List of Directors from official company document (if available)董事名單
- Share certificates for beneficial owners (if available)股東注資證明
- Certificate of business registration (foreign companies only)營業執照
- Minutes of Meeting and/or Power of Attorney for the authority provided in Section E 會議記錄或授權書
- Identification of a minimum of two directors and for each authorised signatory: 至少兩位董事與有權簽字人之身份識別文件
- Option 1 – Provide 1 document from Part I
選擇 1 – 提供一份一組的文件
- Option 2 – Provide 1 document from Part II and 1 document from Part III
選擇 2 – 提供一份二組的文件及一份三組的文件
- Option 3 – Provide 2 documents from Part IV
選擇 3 – 提供兩份四組的文件

Part I – Primary photographic identification document 一組 – 基本含照片身份證明文件

Australian Drivers License
澳洲駕駛執照

Passport (Australia or Foreign)
護照 (澳洲或外國)

Card issued by a State or Territory for the purpose of proving a person's age containing a photograph
政府機關核給含照片及年齡之文件

Part II – Primary non-photographic identification document 二組 – 基本不含照片身份證明文件

Birth Certificate
出生證明書

Citizenship Certificate
公民證書

Pension Card issued by Centrelink

Part III – Secondary identification document 三組 – 次等身份證明文件

A document issued by the Commonwealth, a State or Territory within the preceding 12 months which records the provision of financial benefits.

A document issued by the Australian Taxation Office within the preceding 12 months, which records a debt payable

A document that issued by a local government body or utilities provider within the preceding 3 months which records the provision of services or utilities

If under the age of 18, a notice that was issued to the individual by a school principal within the preceding 3 months and records the period of time that the individual attended that school

Please note that all documents provided above must contain an individual's full name and address.

Part IV – Foreign identification document 四組 – 外國身份證明文件

Foreign Drivers License
外國駕駛執照或

Foreign National ID card
外國身份證

By completing this application form, you are providing personal information to Mega ICBC for the primary purpose of considering and assessing your application, verifying your identity and if your application is successful, to establish and administer your account. For this purpose, your personal information may be used and disclosed to third party service providers. Mega ICBC will also collect and utilise your personal information for the purposes of the Anti-Money Laundering and Counter-Terrorism Financing Act 2006 (Cth).



ACCOUNT NAME:

ACCOUNT NO.

ALIAS NAME OR CHINESE NAME IN CHINESE CHARACTER if any : _____

TO: MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD, Australian Branch (THE "BANK")

I/We the undersigned hereby request and authorise you to open and continue in your books until further notice a bank account and, in consideration of your so doing I/We hereby **authorise that any** one two three other_____ **of the authorised signatories below may:**

- (1) withdraw, operate and enter into agreement to operated on the account(s) in any way permitted by the Bank
- (2) place money on any form of interest-bearing deposit and receive repayments and interest and deal with certificates of deposit
- (3) give receipts for shipping document and the like and to sign requisition for letters of credit
- (4) generally act fully and effectively in all dealings, matters and transactions with the Bank.

Signature(s) of authorised person for this account:

NAME	DESIGNATION (if any)	SIGNATURE(S)

INSTRUCTIONS: FAX ALLOW NO FAX ALLOW

FOR TAX PURPOSE: RESIDENT NON-RESIDENT

BANK USE ONLY:	OFFICER STAMP/INITIAL:
EFFECTIVE DATE	Clerk: <input type="text"/> Supervisor: <input type="text"/> <input type="text"/>

ACCOUNT NAME:

ACCOUNT NO.

ALIAS NAME OR CHINESE NAME IN CHINESE CHARACTER if any : _____

TO: MEGA INTERNATIONAL COMMERCIAL BANK CO., LTD, Australian Branch (THE "BANK")

I/We the undersigned hereby request and authorise you to open and continue in your books until further notice a bank account and, in consideration of your so doing I/We hereby **authorise that any** one two three other_____ **of the authorised signatories below may:**

- (1) withdraw, operate and enter into agreement to operated on the account(s) in any way permitted by the Bank
- (2) place money on any form of interest-bearing deposit and receive repayments and interest and deal with certificates of deposit
- (3) give receipts for shipping document and the like and to sign requisition for letters of credit
- (4) generally act fully and effectively in all dealings, matters and transactions with the Bank.

Signature(s) of authorised person for this account:

NAME	DESIGNATION (if any)	SIGNATURE(S)

INSTRUCTIONS: FAX ALLOW NO FAX ALLOW

FOR TAX PURPOSE: RESIDENT NON-RESIDENT

BANK USE ONLY:	OFFICER STAMP/INITIAL:
EFFECTIVE DATE	Clerk: <input type="text"/> Supervisor: <input type="text"/> <input type="text"/>