

招商永隆企業一網通服務授權書 [適用於共用管理員/使用者]
U-BANK@CMBWLB Services Authorization [For shared administrator/ user(s)]

本授權書補充由下文所指名的申請者就招商永隆銀行有限公司(「銀行」)已提供或將提供予申請者的招商永隆企業一網通服務而已簽署或將簽署的招商永隆企業一網通服務申請/維護表格(可經不時修訂,下稱「申請表格」)。除文意另有所指外,在本授權書內所使用的經界定詞語,應具有在銀行《賬戶及服務一般條款》第I部分第[P]節內的招商永隆企業一網通服務條款及細則(可經不時修訂,下稱「招商永隆企業一網通服務條款及細則」)中所定義的相同涵義。

This authorization letter supplements the application/ maintenance form for U-BANK@CMBWLB Services (as may be amended from time to time, the “**Application Form**”) signed or to be signed by the Applicant named below in relation to the U-BANK@CMBWLB Services provided or to be provided by CMB Wing Lung Bank Limited (the “**Bank**”) to the Applicant. Unless the context otherwise requires, the capitalized terms used in this letter shall have the same meanings as defined in the terms and conditions for U-BANK@CMBWLB Services in Section [P], Part I of the Bank’s General Conditions for Accounts and Services (as may be amended from time to time, the “**U-BANK@CMBWLB Services T&Cs**”).

1. [[關聯公司名稱]_____ (「**關聯公司**」)特此授權下文所指名的申請者(「**申請者**」)及其代表(「**申請者代表**」)可代表關聯公司登入並操作在申請表格(可經不時修訂、更改或補充的申請表格)內所指明的招商永隆企業一網通服務,以及銀行獲授權按照由申請者及申請者代表就招商永隆企業一網通服務所發出屬任何性質的指示(包括但不限於關聯公司賬戶內的資金轉撥)行事。關聯公司明白並同意,銀行可完全酌情決定,接受或拒絕執行在本授權書下的擬定安排。

_____ [name of Related Company]
 (“**Related Company**”) hereby authorizes the Applicant named below (the “**Applicant**”) and its representatives (the “**Applicant Representatives**”) to have access to and operate U-BANK@CMBWLB Services specified in the Application Form (as the same may from time to time be amended, modified or supplemented) on behalf of the Related Company and the Bank is authorized to act on the instructions of whatever nature (including, without limitation, the transfer of funds in the Related Company’s account(s)) given by the Applicant and the Applicant Representatives in connection with U-BANK@CMBWLB Services. The Related Company understands and agrees that the Bank may accept or refuse to implement the proposed arrangements under this letter at its sole discretion.

2. 在不影響上述各項一般性的原則下,我們特此承認、確認並同意:

Without prejudice to the generality of the foregoing, we hereby acknowledge, confirm and agree that:

- (a) 由申請者通知銀行在招商永隆企業一網通服務下申請者不時的相關管理員及使用者,應為獲授權代表關聯公司操作招商永隆企業一網通服務的申請者代表。據此,就招商永隆企業一網通服務而言的關聯公司管理員(包括第一管理員)及使用者,應與在銀行不時提供予申請者的永隆企業一網通服務下申請者不時的相關管理員及使用者相同。申請者及申請者代表獲授權使用招商永隆企業一網通服務以操作關聯公司賬戶,即使該人士本來並無操作此等賬戶的授權;及
the relevant administrator(s) and user(s) of the Applicant from time to time under U-BANK@CMBWLB Services notified by the Applicant to the Bank shall be the Applicant Representative(s) authorized to operate U-BANK@CMBWLB Services on behalf of the Related Company. Accordingly, Administrator(s) (including the first Administrator(s)) and User(s) of the Related Company for U-BANK@CMBWLB Services shall be the same as the relevant administrator(s) and user(s) of the Applicant from time to time under U-BANK@CMBWLB Services provided to it by the Bank. The Applicant and the Applicant Representative(s) are authorized to operate the Related Company’s accounts by using U-BANK@CMBWLB Services even though such person does not otherwise have authority to operate those accounts; and
- (b) 每當與向申請者所提供的銀行企業網上銀行服務有關的申請者之管理員或使用者有任何更改時,獲授權代表關聯公司操作招商永隆企業一網通服務的申請者代表應自動予以更改,無須諮詢或通知關聯公司;及
whenever there is any change of the administrator(s) or user(s) of the Applicant in relation to the Bank’s corporate online banking service provided to the Applicant, the Applicant Representative(s) authorized to operate U-BANK@CMBWLB Services on behalf of the Related Company shall be changed automatically without any reference or notice to the Related Company; and
- (c) 就對關聯公司具約束力的招商永隆企業一網通服務而言:
for the purpose of U-BANK@CMBWLB Services binding on the Related Company:-
- (i) 對「管理員」及「使用者」的任何提述應分別包括在銀行向申請者所提供的企業網上銀行服務下申請

者的每位管理員及每位使用者；及

any reference to “Administrator” and “User” shall respectively include each administrator and each user of the Applicant under the corporate online banking service provided by the Bank to the Applicant; and

(ii) 對「密碼」的任何提述應包括就銀行向申請者所提供的企業網上銀行服務而不時編配或選擇的使用者代碼、保安編碼、使用者名稱、密碼及任何其他身份識別代碼及號碼(不論如何稱述)；及
any reference to “Password” shall include the user codes, Security Code, user names, passwords and any other identification code and number (whatever named) from time to time assigned to or selected for the corporate online banking service provided by the Bank to the Applicant; and

(iii) 據此，申請者代表(作為關聯公司的招商永隆企業一網通服務「管理員」或「使用者」的)應獲授權使用(就銀行向申請者所提供的企業網上銀行服務而編配或選擇的)代碼、密碼、名稱及其他號碼)，以代表關聯公司登入及使用招商永隆企業一網通服務。
accordingly, the Applicant Representative(s) (as the Related Company’s “Administrator(s)” or “User(s)” for U-BANK@CMBWLB Services) shall be authorized to use the code(s), Password(s), name(s) and other number(s) (which are assigned to or selected for the corporate online banking service provided by the Bank to the Applicant) for access to and use of U-BANK@CMBWLB Services on behalf of the Related Company.

3. 銀行獲授權向申請者及申請者代表披露與在招商永隆企業一網通服務下的交易有關的任何資料及數據，而無須事先諮詢關聯公司或關聯公司事先同意。

The Bank is authorized to disclose any information and data in relation to the transaction(s) under U-BANK@CMBWLB Services to the Applicant and the Applicant Representative(s) without prior reference or consent from the Related Company.

4. 關聯公司應受申請者(或申請者代表)依據本授權書所給予的授權作出或安排作出的一切行為約束。關聯公司同意，申請者代表就招商永隆企業一網通服務所發出的任何指示應屬有效並對關聯公司具約束力，即使該(等)指示可能抵觸於任何時間與關聯公司賬戶有關的任何其他已給予的指示、委託或其他協議中的條款。

The Related Company shall be bound by all acts whatsoever that the Applicant (or Applicant Representative(s)) shall do or cause to be done pursuant to the authority given under this letter. The Related Company agrees that any instruction(s) given by the Applicant Representative(s) in respect of U-BANK@CMBWLB Services shall be valid and binding on the Related Company even though such instruction(s) may conflict with the terms of any other instruction, mandate given or other agreement in relation to the Related Company’s account(s) at any time.

5. 對於 (a) 就銀行依據本授權書所作出的任何事宜；或 (b) 因銀行接受本授權書引致銀行所蒙受或招致的任何及所有訴訟、申索、損失、損害賠償或法律責任，關聯公司及申請者應在被要求時共同及各別地向銀行作出彌償。

The Related Company and the Applicant shall jointly and severally indemnify the Bank on demand against any and all actions, claims, losses, damages or liabilities whatsoever suffered or incurred by the Bank: (a) in connection with anything done by the Bank pursuant to this letter; or (b) as a consequence of the Bank accepting this letter.

6. 關聯公司及申請者承認並同意，對於關聯公司及申請者依據或就本授權書或招商永隆企業一網通服務所蒙受或招致的任何申索、損失、損害賠償或法律責任(「損失」)，銀行無須負上法律責任，而該損失包括因銀行在與申請者(或申請者代表)就招商永隆企業一網通服務所給予的指示或透過招商永隆企業一網通服務所進行的交易相關的情況下的履行或不履行，或者銀行履行或不履行本授權書所預期的任何其他行為而引致所蒙受或招致的任何損失。如果該損失是因銀行的故意失責或嚴重疏忽而造成的話，銀行將無法憑藉本條的施行而避免承擔法律責任。

The Related Company and the Applicant acknowledge and agree that the Bank shall not be liable for any claims, losses, damages or liabilities (the “Loss”) whatsoever suffered or incurred by the Related Company and the Applicant pursuant to or in connection with this letter or U-BANK@CMBWLB Services including any Loss suffered or incurred as a result of performance or non-performance by the Bank in connection with an instruction given by the Applicant (or the Applicant Representative(s)) in respect of U-BANK@CMBWLB Services or transactions effected through U-BANK@CMBWLB Services or any performance or non-performance by the Bank of any other act contemplated by this letter. The Bank will not be able to avoid liability by virtue of operation of this clause if the Loss is caused by the Bank’s wilful default or gross negligence.

7. 在銀行提出要求時，申請者及關聯公司應提供與彼等有關係的適當文件，包括為符合「認識你的客戶」或類似規例或政策所須的任何文件或資料。

At the Bank’s request, the Applicant and the Related Company shall provide appropriate documentation regarding them, including any documentation or information required to comply with “know your customer” or similar regulations or policies.

8. 向申請者所授予的本授權書及授權應維持具十足效力及作用，直至關聯公司事先向銀行發出不少於 14 個營業日的書面通知予以撤銷或終止為止。任何該等撤銷或終止應只在銀行已實際收到該等撤銷或終止的書面通知，並有合理時間按該書面通知行事的情況下方會生效。銀行有權向申請者發出 14 個營業日的書面通知(或銀行認為適當的較短時間的書面通知)，隨時終止在本授權書內所列出的安排。因任何理由而終止或撤銷本授權書，不得影響銀行根據或就本授權書而可能具有的任何權利、補救或申索，不論是在損害賠償或其他方面。

This letter and the authority granted to the Applicant shall remain in full force and effect until revoked or terminated by the Related Company in writing with no less than 14 Business Days prior notice to the Bank. Any such revocation or termination shall only have effect when the Bank has actually received, and has had reasonable time to act on written notice of such revocation or termination. The Bank has the right at any time to terminate the arrangements set out in this letter by giving 14 Business Days' written notice (or such shorter period if it thinks appropriate) to the Applicant. The termination or revocation of this letter for any reason shall not affect any rights, remedies or claims whether for damages or otherwise, which the Bank may have under or in connection with this letter.

9. 若終止關聯公司或申請者的招商永隆企業一網通服務，根據本授權書給予的授權應自動終止。

The authorization given under this letter shall automatically terminate in the event of termination of U-BANK@CMBWLB Services of the Related Company or the Applicant.

10. 關聯公司確認其已閱讀並明白招商永隆企業一網通服務條款及細則，並同意受招商永隆企業一網通服務條款及細則約束，在全部適用的範圍內及在被視為作出一切必需更改的情況下，猶如在招商永隆企業一網通服務條款及細則內對「閣下」及「閣下的」提述是對關聯公司的提述一樣，因此關聯公司與申請者根據招商永隆企業一網通服務條款及細則須在共同及各別的基礎上承擔法律責任。

The Related Company confirms that it has read and understood the U-BANK@CMBWLB Services T&Cs and agrees to be bound by the U-BANK@CMBWLB Services T&Cs as if references therein to "you" and "your" were references to the Related Company, to the full extent applicable and with all necessary changes deemed to be made, and so that the Related Company and the Applicant shall be liable thereunder on a joint and several basis.

註 Remarks:

[(本條文適用於登記賬戶如有任何更改的情況)本授權書取代我們先前與貴銀行所訂立有關招商永隆企業一網通服務的函件及安排。]

[(applicable where there is any change of registered account(s)) This letter supersedes our previous letters and arrangements with you relating to the U-BANK@CMBWLB Services.]

在招商永隆企業一網通服務下的登記賬戶如下：

The account(s) registered under U-BANK@CMBWLB Services is/are as follows:

(1)	(2)
(3)	(4)
(5)	(6)
(7)	(8)
(9)	(10)
(11)	(12)

簽署部分
Execution Section

(關聯公司 Related Company)

公司註冊英文名稱 Registered Company Name in English:	公司註冊中文名稱(如有) Registered Company Name in Chinese (if any):
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代表 For and on behalf of
[關聯公司 Related Company]

董事 Director

姓名 Name

日期 Date:

董事 Director

姓名 Name:

日期 Date:

(申請者 Applicant)

公司註冊英文名稱 Registered Company Name in English:	公司註冊中文名稱(如有) Registered Company Name in Chinese (if any):
公司代號 Company ID:	

代表 For and on behalf of
[申請者公司 Applicant Company]

(申請機構簽署 SIGNATURE(S) OF APPLICANT)

		簽署說明 (適用於有限公司) 請按所需決議案中之被授權簽署人及簽字安排簽署(及如申請機構是中國公司,請另加蓋公章、財務章或合同章)。 (適用於獨資商號) 請獨資商號持有人簽署。 (適用於合夥商號) 請所有合夥人簽署(及如申請機構是中國合夥商號,請另加蓋公章、財務章或合同章)。 Signature requirement (For Limited Company) Please sign in accordance with the authorized signatory(ies) and signing arrangement in the required resolutions (and affixed with company seal, financial seal or contract seal if applicant is a PRC company). (For Sole Proprietorship) Please sign by the sole proprietor. (For Partnership) Please sign by all partners (and affixed with company seal, financial seal or contract seal if applicant is a PRC partnership).
簽署人姓名: Name of authorized person: 日期 Date:	簽署人姓名: Name of authorized person: 日期 Date:	
簽署人姓名: Name of authorized person: 日期 Date:	簽署人姓名: Name of authorized person: 日期 Date:	
簽署人姓名: Name of authorized person: 日期 Date:	簽署人姓名: Name of authorized person: 日期 Date:	

銀行專用 BANK USE ONLY

Related Company CIF	Applicant Company CIF	Processing BR / Dept	RM Code	Signature & Detail Verified	OPC Data Input