

**ACCOUNT OPENING FORM
PEOPLE'S REPUBLIC OF CHINA
Reference: _____**

I/ IDENTIFICATION OF PARTIES

I.1/ THE BANK

Credit Agricole Corporate and Investment Bank (China) Limited
Branch: _____ Date: _____ / _____ / _____ (DD/MM/YYYY)

I.2/ THE CLIENT

Client Details

Client's Name in Chinese: _____
Client's Name in English (if any): _____
Jurisdiction of Incorporation: _____
Business License No./Registered No./Unified Social Credit Code: _____
Registered Capital: _____
Registered Address : _____ Incorporated
inside a PRC Free Trade Zone yes no
Scope of Business: _____
Organization Code (if applicable): _____
Name of the Legal Representative: _____
Type of ID Document and its No.: _____
Telephone: _____
Mobile Phone: _____
Email Address: _____
Name of the Financial Manager: _____
Type of ID Document and its No.: _____
Telephone: _____
Mobile Phone: _____
Email Address: _____

Type of Client

- Company, Enterprise
- State-owned Enterprise Collective Enterprise Wholly Foreign Invested Sino-foreign Equity Joint Venture
- Limited Liability Company Partnership Sino-foreign Co-operative Joint Venture Others (please specify)
- Joint-stock Limited Company
- Representative Office of Foreign Entity
- Public Institution
- Non-bank Financial Institution
- Others (Please specify) _____

Info of Correspondence Address

Correspondence Address: _____
Contact: _____
Tel: _____
Fax: _____
Email: _____

Information of the Superior Legal Person or Responsible Authority (if applicable)

Name of the Superior Legal Person or Responsible Authority: _____
Basic Deposit Account No./Account Opening Approval Certificate No. for Basic Deposit Account: _____
Organization Code/Unified Social Credit Code: _____
Name of the Legal Representative: _____
Type of ID Document and its No.: _____
Name of the Financial Manager: _____

Type of ID Document and its No.: _____

Information of the Affiliates (if applicable)

Name of the Affiliates: _____

Name of the Legal Representative: _____

Organization Code/Unified Social Credit Code: _____

II/ ACCOUNT DETAILS

Type(s) of Account(s) and Service(s)

Please choose below the type(s) of Account(s) you want to open:

RMB Demand Deposit Account

Basic Deposit Account

General Deposit Account

Special Purpose Deposit Account Nature of Funds: _____

Temporary Deposit Account Valid till: _____

Other Accounts (please specify): _____

Foreign Currency Account

USD Euro HKD Other Currency (please specify): _____

Capital Account

Settlement Account under Current Account

Foreign Currency Loan Account

Foreign Debt Account

Non-Resident Account

Other Accounts (please specify): _____

III/ ACCOUNT STATEMENT

It is the Bank's policy to issue statements on a monthly basis. If you require statements more or less frequently, a service charge may be levied. Statements can be delivered by mail or collected personally or by your messenger. Please choose your preference below:

Statement Frequency:

Monthly

Bi-monthly

Quarterly

Half-yearly

Yearly

Others (Please specify)

Statement Issuance Rule: Issued only when there are transactions Issued regardless of transactions

Statement to be:

Collected from the bank

Sent by mail to the following address:

Statement mailing address: _____

Contact: _____

Tel : _____

Zip code: _____

IV/ LEGAL DOCUMENTATION

The Client asks the Bank to open the Account after reading and approving the following documents, a duplicate of which it has received and which are contractually binding documents

The Agreement made of:

- i. this Account Opening Form,
- ii. the General Terms and Conditions,
- iii. the Country Conditions for People's Republic of China (Exclusive of Hong Kong, Macao and Taiwan),
- iv. the Bank's standard tariff in force as of today and/or, if applicable, any document related to specific list of charges applicable to Accounts,
- v. any other documents that have been designated as the Account Agreement, and

As required by the Bank and based on the Client's business needs, the Client shall accordingly sign and provide the Bank with the "Application for Account Cancellation", "Application for Revision to the Client Information and Service Details", "Mandate for Institution Accounts", "Mandate for Institution Accounts (Change)", and their annexes, appendices or schedules (if any) (collectively referred to as "**Other Account Forms and Mandates**") (the formats of such documents are attached as appendices to this Account Opening Form).

The General Terms and Conditions and the Country Conditions as described shall apply from today's date to all Accounts open in the Bank's books in the Client's name unless otherwise expressly agreed. They shall also replace those terms and conditions which may otherwise have been signed between the Bank and the Client.

The terms set out in this Account Opening Form and Other Account Forms and Mandates shall prevail over the General Terms and Conditions and the Country Conditions for People's Republic of China (Exclusive of Hong Kong, Macao and Taiwan) in the event of any conflict between them, unless otherwise agreed.

Please note that the information on this Account Opening Form will only be processed once all the mandatory information for Account opening has been received

NOTICE ON ACCOUNT MANAGEMENT

According to the *Circular of the People's Bank of China on Matters relating to Strengthening the Management of Payment and Settlement to Prevent New-type Telecommunication Network Crimes*, as of January 1, 2017, the banks and payment institutions will suspend non-counter business under bank accounts and all business under payment accounts within **five years** and will not open new accounts within **three years** for entities, individuals and relevant organizers that rent, lend, sell or purchase bank accounts or payment accounts, as well as entities and individuals that open bank accounts or payment accounts by forging any other person/entity's identity or fabricating the agency relationship as identified by the public security organs at the level of city divided into districts or above. The People's Bank of China will transfer the information on the above entities and individuals to the basic financial credit information database and disclose the same to the public.

In addition, all Accounts opened by the Client with the Bank are subject to the applicable laws and regulations of the People's Republic of China (including but not limited to laws and regulations on foreign exchange control).

CLIENT DECLARATION AND CLIENT LEGAL REPRESENTATIVE SIGN OFF / DATE

We hereby confirm that the information provided above is correct, complete and updated. We have read and understood the Account Agreement and the other terms and conditions that apply to the Account(s) we hereby open, and agree to abide by them. We are fully aware of the relevant legal liabilities and disciplinary measures for renting, lending, selling and purchasing accounts, and are committed to opening and using accounts in accordance with the law and regulations.

Authorized Signature

Company Chop

Date: _____

FOR BANK USE ONLY

Date of Account Opening

Client Number

1st Check Signature and Stamp

2nd Check Signature and Stamp

Appendix

[CACIB (China)'s Logo 东方汇理中国的标识]

APPLICATION FOR ACCOUNT CANCELLATION PEOPLE'S REPUBLIC OF CHINA

账户撤销申请表

中华人民共和国

The Bank: Credit Agricole Corporate and Investment Bank (China) Limited

本行: 东方汇理银行(中国)有限公司

Branch 分行: _____

Date: _____ / _____ / _____

Reference 编号: _____

(DD/MM/YYYY)日期(日/月/年)

NOTE: 1. Please tick (☑) where applicable and complete this form in BLOCK LETTERS.

注意: 请在适当的方框内勾选(☑), 并用正楷填写。

2. All accounts herein are subject to Chinese laws and regulations (including but not limited to laws and regulations on Foreign Exchange Control).

此处所有的账户均受中国法律法规(包括但不限于关于外汇管理的法律法规)的监管。

Details of the Client 客户资料

Client's Name in Chinese 客户中文名称: _____

Client's Name in English (if any) 客户英文名称(如有): _____

Business License No./Registered No./Unified Social Credit Code 营业执照号码/登记号码/统一社会信用代码: _____

Organization Code (if applicable) 组织机构代码(如适用): _____

Please choose below the type(s) of account(s) you want to cancel 请在以下选择你希望撤销的账户:

RMB Demand Deposit Account 人民币活期存款账户

Basic Deposit Account 基本存款账户

Account No. 账号: _____

General Deposit Account 一般存款账户

Account No. 账号: _____

Special Purpose Deposit Account 专用存款账户

Account No. 账号: _____

Temporary Deposit Account 临时存款账户

Account No. 账号: _____

Foreign Currency Account 外币账户

Capital Account 资本金账户

USD 美元 Euro 欧元 HKD 港币 Others (please specify) 其他(请说明) _____

Account No. 账号: _____

Settlement Account under Current Account 经常项目结算账户

USD 美元 Euro 欧元 HKD 港币 Others (please specify) 其他(请说明) _____

Account No. 账号: _____

Foreign Currency Loan Account 外汇贷款专用账户

USD 美元 Euro 欧元 HKD 港币 Others (please specify) 其他(请说明) _____

Account No. 账号: _____

Foreign Debt Account 外债账户

USD 美元 Euro 欧元 HKD 港币 Others (please specify) 其他(请说明) _____

Account No. 账号: _____

Non-Resident Account 境外机构境内外汇账户

USD 美元 Euro 欧元 HKD 港币 Others (please specify) 其他(请说明) _____

Account No. 账号: _____

Other Accounts (please specify) 其他账户(请说明) _____

USD 美元 Euro 欧元 HKD 港币 Others (please specify) 其他 (请说明)_____

Account No. 账号:

Reason for Account Cancellation 销户原因:

Client Declaration 客户声明

1. We hereby confirm that the information provided above is correct, complete and updated.
我们在此确认以上提供的信息是正确、完整和最新的。
2. We have read and understood all of the legal documents constituting the Account Agreement (as listed in the Part IV of the related "Account Opening Form"), and agree to abide by them.
我们已经阅读并理解了构成本账户协议的全部法律文件（如相关《账户开户表格》第IV部分所列），并同意遵守该等条款和条件。

Authorized Signature
授权签名

Official Chop
公司印章

Date (DD/MM/YYYY) 日期 (日/月/年): _____ / _____ / _____

For Bank Use Only 本行专用

Account Cancellation date 关户日期:

Client Number
客户号

1st Check Signature and Stamp
初审签章

2nd Check Signature and Stamp
复核签章

APPLICATION FOR REVISION TO THE CLIENT INFORMATION AND SERVICE DETAILS

PEOPLE'S REPUBLIC OF CHINA

客户信息和服务信息变更申请表

中华人民共和国

The Bank: Credit Agricole Corporate and Investment Bank (China) Limited

本行: 东方汇理银行(中国)有限公司

Branch 分行: _____

Date 日期: _____ / _____ / _____

Reference 编号: _____

(DD/MM/YYYY)(日/月/年)

NOTE: 1. Please tick (☑) where applicable and complete this form in BLOCK LETTERS.

注意: 请在适当的方框内勾选(☑), 并用正楷填写。

2. All accounts herein are subject to Chinese laws and regulations (including but not limited to laws and regulations on Foreign Exchange Control).

此处所有的账户均受中国法律法规(包括但不限于关于外汇管理的法律法规)的监管。

Details of the Client 客户资料	
Client's Name in Chinese 客户中文名称: _____	
Client's Name in English (if any) 客户英文名称(如有): _____	
Business License No./Registered No./Unified Social Credit Code 营业执照号码/登记号码/统一社会信用代码: _____	
Organization Code (if applicable) 组织机构代码(如适用): _____	
<input type="checkbox"/> Revision to Name 变更名称	
Names in Chinese after Revision 变更后的中文名称: _____	
Names in English after Revision (if any) 变更后的英文名称(如有): _____	
<input type="checkbox"/> Revision to the Legal Representative/Financial Manager 变更法定代表人/财务负责人	
<input type="checkbox"/> Legal Representative 法定代表人	Name 姓名: _____
	Type of ID Document and its No. 身份证件类型及号码: _____
	Telephone 座机: _____ Mobile phone 手机: _____
	Email Address 电子邮件地址: _____ Fax 传真: _____
<input type="checkbox"/> Financial Manager 财务负责人	Name 姓名: _____
	Type of ID Document and its No. 身份证件类型及号码: _____
	Telephone 座机: _____ Mobile phone 手机: _____
	Email Address 电子邮件地址: _____ Fax 传真: _____
<input type="checkbox"/> Revision to Commercial Information 变更商业信息	
Registered Capital 注册资本: _____	
Scope of Business 经营范围: _____	
Documents Type and No. 证明文件种类及编号: _____	
<input type="checkbox"/> Revision to the Correspondence Address 变更邮寄地址	
Correspondence Address after Revision 变更后的邮寄地址: _____	
P.O. Code 邮政编码: _____	
Contact 联系人: _____	Tel 电话: _____
Fax 传真: _____	Email 电子邮件: _____
<input type="checkbox"/> Revision to the Registered Address 变更注册地址	
Registered Address after Revision 变更后的注册地址: _____	
<input type="checkbox"/> Revision to Other Communications 变更其他通讯方式	

Client Declaration 客户声明

3. We hereby confirm that the information provided above is correct, complete and updated.
我们在此确认以上提供的信息是正确、完整和最新的。
4. We have read and understood all of the legal documents constituting the Account Agreement (as listed in the Part IV of the related "Account Opening Form"), and agree to abide by them.
我们已经阅读并理解了构成本账户协议的全部法律文件（如相关《账户开户表格》第IV部分所列），并同意遵守该等条款和条件。

Authorized Signature
授权签名

Official Chop
公司印章

Date (DD/MM/YYYY) 日期 (日/月/年): _____ / _____ / _____

For Bank Use Only 本行专用

Revision Date 变更日期:

Client Number 客户号	1 st Check Signature and Stamp 初审签章	2 nd Check Signature and Stamp 复核签章
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单位账户委托书
中华人民共和国
Mandate for Institution Account
People's Republic of China

致：东方汇理银行(中国)有限公司[_____分行] (“贵行”)

TO: Credit Agricole Corporate and Investment Bank (China) Limited [_____ Branch] (the “Bank”)

客户姓名 Client's Name: _____

注册地址 Registered Address: _____

本委托书适用于(请在适当方格内填上“√”号)

This Mandate applies to (Please tick “√” as appropriate):

- 本单位向贵行申请的所有账户及/或服务。
All account(s) and/or service(s) we apply to the Bank.
- 显示于《账户开户表格》(编号: _____) 内指定之账户及/或服务。
The specified account(s) and/or service(s) shown in the “Account Opening Form” (Ref. No. _____).
1. 本单位向贵行申请开立或继续使用一个或多个账户及/或服务, 并同意遵守贵行有关账户及/或服务的全部文件(如相关《账户开户表格》第IV部分所列)。
We apply to the Bank to open or continue to operate one or more account(s) and/or service(s), and agree to comply with all the Bank's documents in relation to the account(s) and/or service(s) (as listed in the Part IV of the “Account Opening Form”).
2. 本单位授权本单位的法定代表人代表本单位办理与开立账户有关的事项, 包括:
The legal representative of ours is authorized to handle all the events in relation to the account opening on our behalf, including:
- 1) 填写并签署开户申请文件(包括但不限于《账户开户表格》及其他构成账户协议的文件和其他相关表格)并加盖印章;
complete and sign the account opening documents (including but not limited to the “Account Opening Form” and other documents and other related forms constituting the Account Agreement) and affix seal;
 - 2) 递交贵行所要求审查的开户文件;
submit the account opening documents requested by the Bank;
 - 3) 在开户手续完成后接受贵行交付的有关文件、回单及印鉴卡等材料;
collect the related documents, return receipt, signature card and other materials from the Bank after completing the account opening procedure;
 - 4) 填写并签署与变更账户或有关服务相关的申请文件并加盖印章;
complete and sign the application documents in relation to the amendment of account(s) or related service(s) and affix seal;
 - 5) 通过其签署的并加盖与本单位预留印鉴卡上的印章一致的印章的授权文件授权经办人来处理上述各项中的文件的交付;
authorize a handling person to handle the delivery of the documents listed in each item above by executing an authorization and affixing it with the seal/chop conform to the seal/chop registered on the specimen signature card of ours;
 - 6) 签署关于传真指示的免责声明(如有); 及
execute the Disclaimer in respect of Instructions by Facsimile (if any); and
 - 7) 处理与开户相关的任何其他事项。
deal with any other events in relation to the account opening.
3. 本单位授权本委托书所附之印鉴卡所指定的授权签字人(“**授权签字人**”)作为上述账户及/或服务的授权签字人, 代表本单位处理所有与已开立的账户及/或服务有关的事项, 包括:
The persons as indicated in the specimen signature card attached hereto be authorized, as the authorized signatories (the “**Authorized Signatories**” and each an “**Authorized Signatory**”) for the above account(s) and/or service(s), to handle all the events in relation to the account(s) having been opened and/or service(s) on our behalf, including to:
- 1) 存款、取款或进行资金划转;
make deposits, withdrawals or transfers;
 - 2) 出具、签署、承兑、背书支票、汇票、本票或任何其他票据; 及
draw, sign, accept or endorse the cheques, drafts, promissory notes or any other instruments; and
 - 3) 交付、处置或处理贵行因本单位之账户以担保、保管或以其他方式持有或将要持有的任何证券、所有权文件、单据或其他资产(包括保管箱中所存之物)。

deliver, dispose of or deal with any securities, documents of title, deeds or other property (including the contents deposited in the security boxes) held or to be held by the Bank for our account(s) whether by way of security or safe custody or otherwise.

4. 未经贵行及本单位事先书面同意, 任何授权签字人不得变更本单位之其他授权签字人及相关签署安排。
Without prior written consent from the Bank and us, any Authorized Signatory shall not change any other Authorized Signatories and the relevant signing arrangements.
5. 本单位授权贵行根据相关授权签字人就本单位的任何账户及/或服务发出的任何指示(无论书面或口头的)行事, 前提是该等指示涉及的交易金额(如有)应低于电话查证限额。以书面形式发出的任何上述指示必须加盖本单位在印鉴卡上预留的印章, 否则该等指示无效。
The Bank be requested and authorized to act upon any instruction (whether in writing or in word) given by the relevant Authorized Signatory in relation to any of our account(s) and/or service(s), provided that the transaction amount (if any) involved in such instruction shall be lower than the Call Back Threshold. Any above instruction in written form shall be null and void in the absence of our chop as shown on the signature card.
6. 如果贵行按照通常的操作程序经合理审查认为电话查证的结果不符合要求, 贵行有权推迟付款, 且贵行不承担在此种情况下对本单位造成的延误或损失。如果贵行按照通常的操作程序经合理审查认为电话查证的结果符合要求, 则相关的划转指示应被视为对本单位有完全的约束力, 贵行可依照其执行付款。
If the outcome of Call Back is not satisfactory to the Bank after its reasonable examination based on the general operation procedure, the Bank is entitled to suspend the payment operations but shall not be liable for any delay or loss that may be caused to us in this case. If the outcome of Call Back is satisfactory to the Bank after its reasonable examination based on the general operation procedure, we shall be fully bound by the relevant payment instruction and the Bank may proceed with the payment operation in accordance therewith.
7. 本单位不可撤销地同意全额补偿贵行产生或遭受的与本委托书有关或本委托书规定的任何交易有关的(包括但不限于因符合本委托书条款的任何指示存在欺诈、伪造、变造, 或该等指示的发出方无权发出指示或其他类似原因)任何债务、支出、费用(包括利息、佣金和律师费)或损失, 但因贵行的重大过失或故意不当行为直接产生或遭受的债务或损失除外。
We irrevocably agree to indemnify the Bank against any liability, cost, expense (including interest, commission and legal fees) or loss incurred or sustained by the Bank in connection with this Mandate or any transactions contemplated by this Mandate (due to reasons including but not limited to the fraud, fake or modification of an instruction in compliance with the terms of this Mandate, or lack of authorization of the maker of such instruction, or any other similar reasons), save for those liabilities or losses arising directly from the Bank's gross negligence or willful misconduct.
8. 本单位在此确认, 除非贵行存在重大过失或故意不当行为, 否则贵行根据本委托书采取或不采取任何行动无须向本单位承担任何责任。
We hereby confirm that the Bank shall not be liable to us for any action taken or not taken by the Bank under this Mandate unless directly due to the Bank's gross negligence or willful misconduct.
9. 本单位将按贵行的要求向贵行递交为开立、使用或撤销任何账户/服务所需的所有相关证明及文件。
We will on demand deliver to the Bank all the relevant certificates and documents as required to open, operate or close any account and/or service.
10. 本委托书及其附件中所涉及的授权将自本单位签署之日起生效, 并在委托书的变更件生效之前一直有效。
This Mandate and the authorizations under the Schedules hereto shall become effective as of the date of execution, and shall continue in full force and effect until a change to this Mandate takes effect.
11. 如本单位被注销或发生其他丧失或部分丧失民事行为能力的事件, 则在贵行收到有关通知之前, 本委托书及其附件中所涉及的授权将继续有效。
Where our registration is revoked or we lose all or any part of civil capacity of conduct, this Mandate and the authorizations under the Schedules hereto shall continue in full force and effect until the Bank receives the relevant notification.
12. 本委托书及其附件以中文书就, 并附有英文翻译文本(仅供参考), 中英文本的条款如有任何差异, 应以中文文本为准。
This Mandate and the Schedules hereto are prepared in Chinese with English translation for reference only. If there is any discrepancy between the Chinese version and the English translation, the Chinese version shall prevail.
13. 本委托书受中华人民共和国法律管辖并依其解释。本单位不可撤销地接受贵行住所地中华人民共和国法院的非排他性管辖。
This Mandate shall be governed by and construed in accordance with the law of People's Republic of China, and we irrevocably submit to the non-exclusive jurisdiction of the court of People's Republic of China at the place where the Bank is domiciled.

我(们)特此证明, 本单位之董事会/管理机构/最高权力机构已于_____按照本单位之章程(或其他任何内部组织规则)正式通过上述文字为内容的决议, 该决议持续保持有效且并未被修改。

I/We hereby certify that resolutions in the above terms have been duly passed by our board of directors/governing body/organ of power in accordance with our articles of association (or any other constitutional rules or by-laws) on _____ and continue in full force and effect without any amendment.

法定代表人
legal representative

代表客户签字

for and on behalf of the Client 日期 Date: 客户公章 Official Chop

单位账户委托书(变更)

中华人民共和国

Mandate for Institution Account (Change)

People's Republic of China

致：东方汇理银行(中国)有限公司[_____分行] (“**贵行**”)

TO: Credit Agricole Corporate and Investment Bank (China) Limited [_____ Branch] (the “Bank”)

客户姓名 Client's Name: _____

注册地址 Registered Address: _____

本委托书是对日期为_____的单位账户委托书 (“**原委托书**”) 的变更。该原委托书及本委托书是共同构成本账户协议的全部法律文件 (如相关《账户开户表格》第IV部分所列) 的一部分。除本委托书另有定义外, 原委托书中所定义的词语在本委托书中具有相同含义。

This Mandate is a change to the Mandate for Institution Account dated _____ (the “**Original Mandate**”). The Original Mandate and this Mandate form part of the entire legal documents constituting the Account Agreement (as listed in the Part IV of the related “Account Opening Form”). Terms defined in the Original Mandate shall have the same meaning in this Mandate unless otherwise defined herein.

(请在适当方格内填上“√”号)

(Please tick “√” as appropriate)

1. 本单位授权本委托书所附之印鉴卡(如有)所指定的授权签字人 (“**授权签字人**”) 代表本单位处理原委托书中第3条所述的事项, 并具有以下效力:

The persons as indicated in the specimen signature card attached hereto (if any) be authorized, as the authorized signatories (the “**Authorized Signatories**”, and each an “**Authorized Signatory**”) to handle the events specified under Clause 3 of the Original Mandate on our behalf, with the effect to be:

- 替代原委托书中指定的授权签字人。

in place of the existing authorized signatories as indicated in the Original Mandate.

- 作为原委托书中指定的授权签字人之外的新增授权签字人。

in addition to the existing authorized signatories as indicated in the Original Mandate.

2. 未经贵行及本单位事先书面同意, 任何授权签字人不得变更本单位之其他授权签字人及相关签署安排。

Without prior written consent from the Bank and us, any Authorized Signatory shall not change any other Authorized Signatories and the relevant signing arrangements.

3. 本单位授权贵行根据相关授权签字人就本单位的任何账户及/或服务发出的任何指示(无论书面或口头的)行事, 前提是该等指示涉及的交易金额(如有)应低于电话查证限额。以书面形式发出的任何上述指示必须加盖本单位在印鉴卡上预留的印章, 否则该等指示无效。

The Bank be requested and authorized to act upon any instruction (whether in writing or in word) given by the relevant Authorized Signatory in relation to any of our account(s) and/or service(s), provided that the transaction amount (if any) involved in such instruction shall be lower than the Call Back Threshold. Any above instruction in written form shall be null and void in the absence of our chop as shown on the signature card.

4. 如果贵行按照通常的操作程序经合理审查认为电话查证的结果不符合要求, 贵行有权推迟付款, 且贵行不承担在此种情况下对本单位造成的延误或损失。如果贵行按照通常的操作程序经合理审查认为电话查证的结果符合要求, 则相关的划转指示应被视为对本单位有完全的约束力, 贵行可依照其执行付款。

If the outcome of Call Back is not satisfactory to the Bank after its reasonable examination based on the general operation procedure, the Bank is entitled to suspend the payment operations but shall not be liable for any delay or loss that may be caused to us in this case. If the outcome of Call Back is satisfactory to the Bank after its reasonable examination based on the general operation procedure, we shall be fully bound by the relevant payment instruction and the Bank may proceed with the payment operation in accordance therewith.

5. 本单位不可撤销地同意全额补偿贵行产生或遭受的与本委托书有关或与本委托书规定的任何交易有关的(包括但不限于因符合本

委托书条款的任何指示存在欺诈、伪造、变造，或该等指示的发出方无权发出指示或其他类似原因)任何债务、支出、费用(包括利息、佣金和律师费)或损失，但因贵行的重大过失或故意不当行为直接产生或遭受的债务或损失除外。

We irrevocably agree to indemnify the Bank against any liability, cost, expense (including interest, commission and legal fees) or loss incurred or sustained by the Bank in connection with this Mandate or any transactions contemplated by this Mandate (due to reasons including but not limited to the fraud, fake or modification of an instruction in compliance with the terms of this Mandate, or lack of authorization of the maker of such instruction, or any other similar reasons), save for those liabilities or losses arising directly from the Bank's gross negligence or willful misconduct.

6. 本单位在此确认，除非贵行存在重大过失或故意不当行为，否则贵行根据本委托书采取或不采取任何行动无须向本单位承担任何责任。

We hereby confirm that the Bank shall not be liable to us for any action taken or not taken by the Bank under this Mandate unless directly due to the Bank's gross negligence or willful misconduct.

7. 如本单位撤销对原授权签字人的授权，则该等撤销不应影响贵行在撤销生效之前已经收到的由原授权签字人做出的任何指示(包括支票、本票及汇票)。贵行在撤销生效日之后收到的由原授权签字人做出的任何指示(包括支票、本票及汇票)均属无效，无论该等指示的日期在撤销生效日之前或之后。

Revocation of the existing Authorized Signatories' authority will not affect any instructions including cheques, drafts and promissory notes received by the Bank before the revocation becomes effective. Any instruction including cheques, drafts and promissory notes, dated before or after the effective date of the revocation, which are received by the Bank after the effective date of the revocation, will be revoked.

8. 本委托书及其附件中所涉及的授权将自本单位签署之日起生效，并在另一份委托书的变更件生效之前一直有效。

This Mandate and the authorizations under the Schedules hereto shall become effective as of the date of execution, and shall continue in full force and effect until a further change to this Mandate takes effect.

9. 如本单位被注销或发生其他丧失或部分丧失民事行为能力的事件，则在贵行收到有关通知之前，本委托书及其附件中所涉及的授权将继续有效。

Where our registration is revoked or we lose all or any part of civil capacity of conduct, this Mandate and the authorizations under the Schedules hereto shall continue in full force and effect until the Bank receives the relevant notification.

10. 本委托书及其附件以中文书就，并附有英文翻译文本(仅供参考)，中英文本的条款如有任何差异，应以中文文本为准。

This Mandate and the Schedules hereto are prepared in Chinese with English translation for reference only. If there is any discrepancy between the Chinese version and the English translation, the Chinese version shall prevail.

11. 本委托书受中华人民共和国法律管辖并依其解释。本单位不可撤销地接受贵行住所地中华人民共和国法院的非排他性管辖。

This Mandate shall be governed by and construed in accordance with the law of People's Republic of China, and we irrevocably submit to the non-exclusive jurisdiction of the court of People's Republic of China at the place where the Bank is domiciled.

我(们)特此证明，本单位之董事会/管理机构/最高权力机构已于_____按照本单位之章程(或其他任何内部组织规则)正式通过上述文字为内容的决议，该决议持续保持有效且并未被修改。

I/We hereby certify that resolutions in the above terms have been duly passed by our board of directors/governing body/organ of power in accordance with our articles of association (or any other constitutional rules or by-laws) on _____ and continue in full force and effect without any amendment.

法定代表人

legal representative

代表客户签字

for and on behalf of the Client

日期 Date:

客户公章 Official Chop