

**ONLINE COMMERCIAL BANKING SERVICES MAINTENANCE FORM –  
ONLINE TRADE FINANCE SERVICES  
(FOR SOLE PROPRIETOR, COMPANY, CORPORATION, SOCIETY, ASSOCIATION, CLUB AND PARTNERSHIP)**

Full Name of the Sole Proprietor, Company, Corporation, Society, Association, Club or Partnership (as the case may be) ("Customer"): \_\_\_\_\_

Customer ID. : \_\_\_\_\_

Telephone of Contact Person : \_\_\_\_\_ Fax : \_\_\_\_\_

Unless the context otherwise requires, capitalized terms defined in the Bank's Terms and Conditions for Online Trade Finance Services ("Terms and Conditions") shall have the same meanings where appropriate when used in this Maintenance Form.

I/We, the Customer mentioned above, hereby apply to amend the existing authority of the Authorized Users as follows:-

**Authorized Users**

**Section 1 (Master User) – Master User is limited to one Authorized User only.**

<u>Name of Master User #</u>	<u>HKID/Passport No.</u>	<u>Amended Authority</u>
_____	_____	Remove
_____	_____	Add

**Section 2 (Maker/Approver)**

<u>Name of Maker/Approver #</u>	<u>HKID/Passport No.</u>	<u>Amended Authority</u>
_____	_____	Remove
_____	_____	Remove
_____	_____	Add
_____	_____	Add

Note: Security Token authentication is required for Online Trade Finance Services.

# Must be Authorized User of Online Commercial Banking Services. If the applicant is not yet an Authorized User of Online Commercial Banking, please complete *ONLINE COMMERCIAL BANKING SERVICES MAINTENANCE FORM – APPLICATION FOR ADDITIONAL ONLINE COMMERCIAL BANKING SERVICES AND/OR ADDITIONAL AUTHORIZED USERS / USER ID(S) AND PASSWORD(S)* to add such applicant as an Authorized User.

The added person listed in Section 1 above, if any, as Master User be authorized on behalf of the Customer shall have the authority to view and authorize transactions through the Online Trade Finance Services. The Master User can assign any added persons listed in Section 2 above as Maker(s) and/or Approver(s), modify or remove Maker(s) and Approver(s) and also modify the non-transaction related contact details of Master User, Approver(s) and Maker(s) via the Online Trade Finance system. The Master User can also assign the level of access for Approvers and/or Makers and/or change the Transaction Limit (including the Transaction Limit for Approvers and/or Makers) on behalf of the Customer.

The Master User or any duly authorized Master User shall have power to assign any added persons listed in Section 2 above as Approvers via the Online Trade Finance System and the Approvers are able to view, approve and authorize Trade Finance Application or relevant transactions through the Online Trade Finance Service system and the Master User can designate other persons as an Approver, through the Online Trade Finance Services system directly.

The Master User or any duly authorized Master User shall have power to assign any added persons listed in Section 2 above as Makers via the Online Trade Finance System and the Makers are able to view, input, prepare and initiate the Trade Finance Application or relevant transactions through the Online Trade Finance Services system and the Master User can designate other persons as a Maker, through the Online Trade Finance Services system directly.

**Confidentiality**

- (a) Any personal data (as defined in the Personal Data (Privacy) Ordinance (Cap.486, Laws of Hong Kong)) relating to me/us, Authorized User or any other officer or employee which are provided to the Bank from time to time shall be treated in accordance with the Bank’s “Personal Data (Privacy) Ordinance Notification”.
- (b) The Bank may disclose all information in connection with this Maintenance Form or other information in respect of my/our accounts and business with the Bank provided to the Bank by me/us or otherwise known to the Bank (“**Customer Information**”) to the Bank’s other branches and offices and to any of the Bank’s subsidiaries or associated companies or holding company or any subsidiary or associated company of that holding company (“**China Construction Bank Group**”).

The Bank or any other member of the China Construction Bank Group may also disclose any Customer Information if required or permitted to do so by any law, regulation, court order, codes or guidelines or any regulatory authority in any jurisdiction.

**Declaration by the Customer**

By signing this Maintenance Form, I/we have read, understand and agree to be bound by the Terms and Conditions (including all amendments thereto from time to time) and also any other related terms and conditions and disclaimers, including online disclaimers, as issued by the Bank from time to time. In particular, I/we acknowledge and accept in full:

- (a) the risks of unauthorized use by Authorized Users, or use by unauthorized persons, of the Online Trade Finance Services and Online Commercial Banking Services as more particularly set out in Terms and Conditions and Terms and Conditions for Online Commercial Banking Services respectively;
- (b) that each Authorized User may SINGLY give Online Instructions to the Bank to effect transactions as prescribed in this Maintenance Form subject to any restrictions in the relevant Authority Profile;
- (c) that it is my/our sole responsibility to take appropriate measures to safeguard against such risks including monitoring and controlling, at any time and from time to time, the selection, appointment and change of Authorized Users, the allocation of Authority Profiles, User IDs, Passwords and / or Security Tokens amongst the Authorized Users, the use of User IDs, Passwords and / or Security Tokens, and the use of the Online Trade Finance Services by the Authorized Users;
- (d) that the Bank will verify that the User ID, Password and / or Security Token used in giving any Online Instruction are currently effective but the Bank has no duty to verify the identity or authority of the person using that User ID, Password and / or Security Token, or whether I/we have allocated that User ID, Password and / or Security Token to him, or the propriety or integrity of any Online Instruction or of any person giving it, and I/we shall be bound by and responsible for all transactions involving the use by any person of an effective User ID, an effective Password and effective Security Token;
- (e) the submission of this Maintenance Form and its acceptance by the Bank in no way implies approval for using the Online Trade Finance Services with the Bank and that the Bank reserves the unconditional right to decline this application without given any reasons whatsoever;
- (f) agrees to promptly furnish to the Bank any relevant information, statements or documents as may be requested by the Bank from time to time; and any changes thereto will be notified to the Bank promptly and I/we have not willfully withheld any material facts; and
- (g) it is my/our obligations in relation to security for Online Trade Finance Services including observing in a timely manner the relevant security measures specified from time to time by the Bank for my/our protection.

I/We represent, warrant and undertake to the Bank the following:

- (a) the information provided by me/us in this Maintenance Form is accurate, complete, not-misleading and up-to-date and I/we will advise the Bank of any changes to such information in writing as soon as reasonably practicable after any change but, prior to the Bank’s actual receipt of such advice, the Bank may treat all information contained in this Maintenance Form to be accurate and up-to-date;
- (b) I am/we are not unable to pay its debts as and when they are due, and have not entered into any compromise or arrangement with its creditors;
- (c) no action has commenced to place me/us in insolvency, judicial management, receivership, administrative management or any similar or analogous proceedings, and no claim, action or proceeding of any nature has commenced against me/us, or steps taken by any person to enforce any security against me/us;
- (d) I am/we are opening account for my/our own benefit and based on my/our own judgment and did not rely on any representation, warranty, views or information from the Bank, its employees or its sales representatives.

Date \_\_\_\_\_

**For Limited Company/Corporation**

For and on behalf of the Company/Corporation

\_\_\_\_\_

Name(s) : \_\_\_\_\_

Title(s) : \_\_\_\_\_

**For Partnership**

ALL PRESENT PARTNERS OF THE FIRM SHOULD SIGN THIS MAINTENANCE FORM

1. Signature \_\_\_\_\_  
Name \_\_\_\_\_

2. Signature \_\_\_\_\_  
Name \_\_\_\_\_

3. Signature \_\_\_\_\_  
Name \_\_\_\_\_

4. Signature \_\_\_\_\_  
Name \_\_\_\_\_

5. Signature \_\_\_\_\_  
Name \_\_\_\_\_

6. Signature \_\_\_\_\_  
Name \_\_\_\_\_

7. Signature \_\_\_\_\_  
Name \_\_\_\_\_

8. Signature \_\_\_\_\_  
Name \_\_\_\_\_

**For Society, Association or Club**

For and on behalf of the Society, Association or Club (as the case may be)

\_\_\_\_\_

Name(s) : \_\_\_\_\_

Title(s) : \_\_\_\_\_

**For Sole Proprietor**

Signature:

\_\_\_\_\_

Name(s) : \_\_\_\_\_

*Certified Copy of Resolutions is not applicable for sole proprietors.*

**CERTIFIED COPY OF RESOLUTIONS FOR MAINTENANCE OF ONLINE TRADE FINANCE SERVICES**

At a duly convened meeting of the Directors/Governing Body of \_\_\_\_\_ (the "Customer") held

on \_\_\_\_\_ at \_\_\_\_\_ a.m./p.m. ("**Meeting**") at which the Directors/members of the Governing Body of the Customer have declared their relevant interests and a quorum was present and acting throughout, the following Resolutions were passed :

1. The Maintenance Form in the form attached to these Resolutions (the "**Maintenance Form**") in respect of the Online Trade Finance Services offered from time to time by China Construction Bank (Asia) Corporation Limited (the "**Bank**") to the Customer and the changes specified in the Maintenance Form, and the "Terms and Conditions for Online Trade Finance Services" ("**Terms and Conditions**"), copies of which have been provided to the Customer, and the use of the Online Trade Finance Services offered from time to time by the Bank to the Customer in accordance with the Maintenance Form and the Terms and Conditions be and are hereby approved. Unless otherwise defined, capitalized terms when used in these Resolutions shall have the meanings as defined in the Terms and Conditions.
2. Any \_\_\_\_\_ Directors/members of the Governing Body or \_\_\_\_\_ of the Customer be authorized to sign the Maintenance Form and to accept the Terms and Conditions.
3. The appointment of Authorized User(s)/Master User and the authority to be conferred on each of them as specified in the Maintenance Form be and are hereby approved.
4. The Master User is empowered to assign any persons as Makers and/or Approvers and the authority to be conferred on Makers and Approvers as specified in the Maintenance Form be and are hereby approved.
5. The Customer has considered the risks and matters specified in the "Declaration" Section of the Maintenance Form and in the Terms and Conditions and acknowledges and accepts them in full.
6. A copy of these Resolutions certified by the Chairman of the Meeting be delivered to the Bank and shall remain in full force and effect until an amending resolution shall have been passed by the Directors/Governing Body of the Customer and a copy thereof, certified by the Chairman of the Meeting, shall have been actually received by the Bank.

I certify that the above Resolutions (i) have been duly entered in the minute book for meetings of the Directors/Governing Body of the Customer and the minutes recording the above Resolutions have been signed by the Chairman of the Meeting, (ii) are still in full force and effect in all respects, (iii) do not exceed the objects or powers of the Customer or the powers of the Directors/Governing Body of the Customer; and (iv) were passed in accordance with the Memorandum and Articles of Association (or other constitutional documents) of the Customer.

Date : \_\_\_\_\_

\_\_\_\_\_  
Chairman of the Meeting

Name \_\_\_\_\_  
(please print)

Branch				Card Center	
BC Code	Verified By	Approved By	Date	Input By	Verified By