

EXTRACT OF DIRECTORS' RESOLUTIONS PASSED ON _____, DAY OF _____, 20_____

BY THE BOARD OF DIRECTORS OF _____
(Name of Corporation)

IT WAS NOTED THAT:

(A) The Company intends to open account(s) with Endowus HK Limited ("**Endowus**") for the purpose of using Endowus services; and

(B) The directors have carefully reviewed the following documents:

1. Corporate Account Opening Form
2. Risk Disclosure Statements
3. Endowus Platform Agreement
4. Endowus Terms & Conditions
5. Additional General Terms and Special Terms for Hong Kong Clients

The Corporate Account Opening Form and the Risk Disclosure Statements together shall be collectively referred to as the "**Account Opening Documents**".

The Endowus Platform Agreement, Endowus Terms & Conditions and the Additional General Terms and Special Terms for Hong Kong Clients shall be referred to as the "**Endowus Agreements**" which constitutes a legal agreement between Company and Endowus upon the creation of the contemplated accounts.

IT WAS RESOLVED:

1. That this resolution is applicable for (i) account(s) with Endowus for the purpose of using Endowus service only, and (ii) the account(s) for access into the Endowus platform.
2. That the contents of the Account Opening Documents and the Endowus Agreements be and are hereby approved;
3. That one or more accounts and/or sub-accounts be opened by the Company in its own name with Endowus (the "**Endowus Accounts**"), now or at any time hereafter, subject to and in accordance with the Account Opening Documents and the Endowus Agreements and such rules, guidelines and documents of Endowus.
4. Each of the following persons whose names and specimen signatures appear below is an authorised representative (the "**Authorised Representative**") in respect of the Endowus Accounts:

i) Name: _____ Date of Birth (DD/MM/YY): _____ HKID/Passport No.: _____

Country of Birth: _____ Nationality: _____

Designation: _____ Signature: _____

Mobile No.: _____ Email Address: _____

Residential address: _____

ii) Name: _____ Date of Birth (DD/MM/YY): _____ HKID/Passport No.: _____

Country of Birth: _____ Nationality: _____

Designation: _____ Signature: _____

Mobile No.: _____ Email Address: _____

Residential address: _____

iii) Name: _____ Date of Birth (DD/MM/YY): _____ HKID/Passport No.: _____

Country of Birth: _____ Nationality: _____

Designation: _____ Signature: _____

Mobile No.: _____ Email Address: _____

Residential address: _____

iv) Name: _____ Date of Birth (DD/MM/YY): _____ HKID/Passport No.: _____

Country of Birth: _____ Nationality: _____

Designation: _____ Signature: _____

Mobile No.: _____ Email Address: _____

Residential address: _____

v) Name: _____ Date of Birth (DD/MM/YY): _____ HKID/Passport No.: _____

Country of Birth: _____ Nationality: _____

Designation: _____ Signature: _____

Mobile No.: _____ Email Address: _____

Residential address: _____

5. That the below designated email and mobile number (the “**Designated Platform Log-In Details**”) is hereby authorised for and on behalf of the Company, to be used as the default log-in details for the purposes of the Endowus Account.

Name and Mobile No	Email Address

6. Subject to the signing conditions set out in paragraph 9 below, the Authorised Representative(s) be and is/are hereby authorised for and on behalf of the Company, to complete, sign (under hand or under the common seal of the Company as appropriate) and submit the Account Opening Documents and the Endowus Agreements, any forms, notices, instruments and all documents in connection with, incidental or ancillary to the opening of the Endowus Accounts for and on behalf of the Company.
7. Subject to the conditions set out in paragraph 9 below, the Authorised Representative(s) be and is/are hereby authorised (i) to negotiate and approve any amendment, alteration, modification, extension or renewal made to the Account Opening Documents and the Endowus Agreements and to sign all instruments and all relevant documents in relation thereto from time to time and that signing thereof be conclusive evidence of such approval and (ii) to give any and all acknowledgements, confirmations and information required by Endowus for the purposes of approving and processing the application for account opening.
8. Subject to conditions set out in paragraph 9 below, the Authorised Representative(s) be and is/are hereby authorised to:
- (i) execute all documentation necessary to effect transfer and assignments in connection with any and all transactions to be carried by or through Endowus or on the Endowus platform by the Company (“**Transactions**”, each a “**Transaction**”) and shall have full authority to bind the Company with effect to any and every Transaction;
 - (ii) do any and all acts necessary to give effect to any Transaction or to effect compliance with the Company’s obligations under the Endowus Agreements;
 - (iii) exercise all discretion and to do all acts and things necessary or expedient in relation to the opening of the Endowus Accounts for and on behalf of the Company and to give effect to all other matters referred to in these Resolutions; and
 - (iv) do all acts and things necessary to operate the online Endowus Accounts including, for the avoidance of doubt, the modification or replacement of the Designated Platform Log-In Details.

9. Conditions to act:

☐ Any Authorised Representative

☐ Other: [Please

specify] ☐ Any Authorised Representative jointly

10. Any one of the following persons ("**3rd Party Authorised User(s)**") be and are hereby authorised to request for Endowus Account information directly from Endowus' authorised personnel:

3rd Party Authorised User(s)

Name of 3rd Party Authorised User	Designation	Mobile Number	Email Address

11. We hereby agree:

- (i) that Endowus and Endowus's authorized personnel are the only authorized channels to place Transactions on behalf of the Company and provide Account information to 3rd party Authorised User(s);
- (ii) to honour and be bound by all Transactions instructed by Endowus and Endowus's authorized personnel ;
- (iii) that Endowus and Endowus's authorized personnel will have access to the Company's Endowus Account information;
- (iv) that each order, instruction or other communication received by Endowus from the Authorised Representative(s) shall be deemed to be a proper and duly authorised order, instruction or communication of the Client(s)' and Endowus shall not be liable for acting in good faith upon such order, instruction or other communication;
- (v) to undertake to and does so undertake to indemnify and hold harmless Endowus on demand against and in respect of any or all expenses, costs (including legal costs), losses and/or damages which Endowus may incur in connection with its accepting or giving effect to any order, instruction or other communication received by it from any of the Authorised Representative(s), through the platform with the Designated Log-In Details or 3rd Party Authorised User in connection with any Transaction; and

- (vi) to authorise Endowus to accept, rely upon and act in accordance with any of our instructions, regardless of whether these are received via telephone or email or through the digital platform. We are aware email and phone call are not secure or error-free mediums of communication and we are aware of the possible risk involved in connection with the transmission of information via email and phone call. Therefore, we understand that Endowus will not accept liability for any such errors nor will Endowus indemnify us against all or any actions, proceedings, claims, loss, damage, costs and expenses including consequential losses/ damages which may be brought against us and which shall have arisen either directly or indirectly out of or in connection with Endowus sending any account statements or other information in connection with any Transaction via email and/or phone call.
12. That any and all actions of the Company, or any director or officer, taken in connection with the actions contemplated by the foregoing Resolutions prior to the execution hereof including, but not limited to, the entering into of any transactions of any description by the Company with Endowus be and are hereby ratified, confirmed and approved and adopted in all respects as fully as if such action(s) had been presented to for approval, and approved by, the board of directors prior to such action being taken.
13. That this Resolution be communicated to Endowus and shall remain in force until amending Resolutions be passed by the board of directors and a certified copy thereof shall have been duly received and acknowledged in writing by Endowus, and Endowus shall be indemnified from any loss suffered or liability incurred by it in continuing to act in pursuance of these Resolutions where no such amending Resolutions have been duly received and acknowledged in writing by Endowus. Endowus is further entitled and expected to rely on these Resolutions as conclusive that the matters resolved herein are in the interests of the Company and resolved on an informed basis.

Certified True Extract of Minutes

Director
Name:

Director/Secretary
Name: