

SECRETARY'S CERTIFICATE

I, <NAME OF CORPORATE SECRETARY>, of legal age, single/married, Filipino, with postal address at <office address>, after having been duly sworn in accordance with law, hereby depose and state that:

1. I am the duly elected and qualified Corporate Secretary of Company Name (hereinafter referred to as "**Corporation**"), a corporation duly organized and existing under the laws of the <Philippines>, with principal place of business at <principal office address>.
2. At the <indicate special or regular> meeting of the Board of Directors of said Corporation held on <date of meeting> at which a quorum was present and acting throughout the following resolutions were unanimously approved:

BOARD RESOLUTION No. _____

RESOLVED that the Corporation is authorized to avail the Cash Management Services of Bank of China (Hong Kong) Limited – Manila Branch ("**BOC**"),

"RESOLVED, FURTHER, that:

- (a) it is for the commercial benefit and corporate purposes of the Corporation and in the Corporations interest to use the Cash Management Services **Product** specified in the applicable forms, documents and agreements set out in Annex 2 to these Resolutions;
- (b) each of the persons identified as an Authorized Signatory for the Cash Management Services in Annex 1 to these Resolutions be appointed an Authorized Signatory who shall have the authority specified in Annex 1 (subject to any conditions, limits, signing arrangement or other arrangement specified in Annex 1) for the purposes of the Cash Management Services ("Authorized Signatory(ies)");
- (c) each of the forms, documents and agreements set out in Annex 2 to these Resolutions and copies of which are attached to or accompanied these Resolutions are approved and binding to the Corporation. Any of the Authorized Signatory(ies) (where so authorized in accordance with Annex 1) is/are authorized for and on behalf of the Corporation to complete or approve the completion of, negotiate the terms of, execute and deliver the forms, documents and agreements, except for the Services Agreement (if any, set out in Annex 2) which shall be signed by the individual(s) identified in Annex 1 for signing the Services Agreement ("Services Agreement Signatory(ies)"), in each case subject to such amendments as such Authorized Signatory(ies) or Services Agreement Signatory(ies) (as the case may be) may in his/her/their sole discretion consider appropriate, and the execution of the forms, documents and agreements by such Authorized Signatory(ies) or the execution of the Services Agreement by the Services Agreement Signatory(ies) shall be conclusive evidence of his/her/their approval of the contents of the forms, documents and agreements and any amendments which may have been made;
- (d) each of the following matters shall be binding on the Corporation:
 - (i) any and all forms, documents and agreements signed by the Authorized Signatory(ies) (including the forms, documents and agreements

specified in Resolution (c) above) and (where applicable) the Services Agreement signed by the Services Agreement Signatory(ies) and any and all acts, transactions and matters effected by the Authorized Signatory(ies) or by the Services Agreement Signatory(ies) in accordance with the authority given to him/her/them from time to time;

- (ii) any delegation or appointment of other authorized persons of the Corporation identified as such in the applicable forms and/or by such means prescribed by the Bank in relation to the use of the Cash Management Services by the Authorized Signatory(ies), and any and all acts, transactions and matters effected by such other authorized persons in accordance with the authority given to him/her/them from time to time; and
- (e) any action taken by any directors, employees, representatives, agents, officers, or any person acting in behalf of the Corporation in respect of the matters or arrangements described in these Resolutions which occurred before the date of the meeting or of passing these Resolutions is approved, ratified and confirmed in all respects.

“RESOLVED, FURTHER, that the authority of any person or signatory in connection with the Cash Management Service with BOC other than the persons mentioned in the immediately preceding resolution is hereby revoked;

“RESOLVED, FURTHER, that BOC shall be informed of any changes which may take place with the list of names and specimen signatures of persons authorized to sign on behalf of the Corporation in the preceding resolutions, through the submission of a resolution of the Board of Directors duly certified by the Corporate Secretary;

RESOLVED, FURTHER, that all things done and documents executed into by the signatories is in accordance with the foregoing authorities are hereby confirmed, affirmed and ratified. Likewise, all things done and documents executed and entered into prior to this Resolution are hereby affirmed, confirmed and ratified;

RESOLVED, FURTHER to confirm and ratify the acts and things to be done by the aforementioned signatories pursuant to and in accordance with the foregoing authorities;

“RESOLVED FINALLY, that the Corporate Secretary is hereby authorized to certify the foregoing.”

3. I hereby certify that the foregoing resolutions are still in full force and effect and have not been amended or revoked.
4. The foregoing resolutions are not in conflict with the Articles of Incorporation and By-laws of the Corporation.
5. I further certify that the signatures appearing beside the names of the persons named in the above resolutions are true and genuine.
6. These resolutions shall be valid and binding on the Corporation until otherwise revoked and the same is duly served on BOC.

IN WITNESS WHEREOF, I have signed this certificate this ____ day of _____ 2020
at _____.

Corporate Secretary

REPUBLIC OF THE PHILIPPINES)
) S.S.

SUBSCRIBED AND SWORN to before me this _____ at _____, personally
appeared before me, known to me to be the same person who executed the foregoing
instrument, and exhibited to me the following Competent Evidence of Identity:

| | Valid Government ID | Place of Issuance; Date of Expiration and Validity |
|---------------------|---------------------|--|
| Corporate Secretary | | |

Docs No. : _____
Page No. : _____
Book No. : _____
Series of _____

Annex 1

Part I Particulars and Specimen Signatures of the Corporate Electronic and Online Services Authorized Signatories

- Appointment of Authorized Signatories as follows**:

| <p>The following persons shall be appointed as the Authorized Signatories of the Company in respect of the Corporate Online Banking and Cash Management Services who shall have the authority to sign any documents and handle matters in connection with the Corporate Online Banking and Cash Management Services on behalf of and so as to bind the Company, including add or delete Related Parties, open or close and register or deregister accounts, change transaction or transfer limits, delete or add services or functions, apply, assign, reset, report loss, replace and/or revoke token, change base currency or time zone, and/or add or delete access to any channel available under Corporate Electronic and Online Services.</p> | | |
|---|--|---------------------------|
| Signature Group | Particulars of Authorized Signatory | Specimen Signature |
| | Name: (English) (Chinese) ID Card/Passport No.: | |
| | Name: (English) (Chinese) ID Card/Passport No.: | |
| | Name: (English) (Chinese) ID Card/Passport No.: | |
| | Name: (English) (Chinese) ID Card/Passport No.: | |
| | Name: (English) (Chinese) ID Card/Passport No.: | |
| <p>Signing arrangement: The signatures of the Authorized Signatories appointed above of which will be effective. Special signing instructions:</p> | | |

- ** (i) Please specify above each of the existing and continuing Authorized Signatories and each of the newly appointed Authorized Signatories. The above list and particulars shall replace the list and particulars of Authorized Signatories of the Company currently on the Bank's record.*
- (ii) Unless an existing and continuing Authorized Signatory changes his/her specimen signature currently on the Bank's record, he/she is not required to provide specimen signature above.*
- (iii) No chop should be affixed to any specimen signature or signing arrangement above, and even if so affixed, such chop will not form part of the Authorized Signatory's specimen signature or the Company's signing arrangement unless the Bank has otherwise agreed in writing.*

● **Appointment of the existing authorized signatories of savings / current account as Authorized Signatories as follows:**

| | |
|--------------------------|--|
| <input type="checkbox"/> | <p>The authorized signatory(ies) of savings/current account no. _____ ("Existing Savings/Current Account") is/are duly appointed as the Authorized Signatories of the Company in respect of the Corporate Electronic and Online Services who shall have the authority to sign any documents and handle matters in connection with the Corporate Electronic and Online Services on behalf of and so as to bind the Company, including add or delete Related Parties, open or close and register or deregister accounts, change transaction or transfer limits, delete or add services or functions, apply, assign, reset, report loss, replace and/or revoke token, change base currency or time zone, and/or add or delete access to any channel available under Corporate Electronic and Online Services.</p> |
| | <p>Signing arrangement for Authorized Signatories:</p> <p><input type="checkbox"/> In accordance with the highest amount signing arrangement applicable to the Existing Savings/Current Account; OR</p> <p><input type="checkbox"/> Any <u>one</u> of the Authorized Signatories; OR</p> <p><input type="checkbox"/> Other: _____</p> |

Part II Particulars and Specimen Signatures of Corporate Electronic and Online Services Primary Users

● **Appointment of primary users as follows**:**

The following persons shall be appointed as Corporate Electronic and Online Services Primary Users of the Company who shall have the authority to operate accounts for the Company and (where applicable) for any Related Party of the Company, including to make withdrawals or transfers, issue e-check, make applications and submit documents; add new delegate users, change or delete delegate users, set up authority class of each delegate user and account, entitle delegate users to use iGTB MOBILE, register or deregister (or assign delegate users to register or deregister) designated third party accounts, assign authority class of other transactions, re-issue delegate user's password, online registering accounts for services (whether for and on behalf of the Company or any Related Party of the Company, and whether involving accounts that are existing at the time of signing this form or opened thereafter), online changing transaction or transfer limits, online subscribing or unsubscribing services or functions, online registering other bank accounts for enquiry, and performing other related functions on Corporate Electronic and Online Services but not to change the Primary Users or the authority of Primary Users

to act on the Company's behalf. Primary Users or their assigned delegate users can register or deregister designated third-party accounts online. Such account registration or deregistration will be effective once online approval from respective Primary Users or delegate users is obtained. For the avoidance of doubt, the authority of the Primary Users specified above applies to and is effective for each and all of the services that are available through Corporate Electronic and Online Services and subscribed by the Authorized Signatories on behalf of the Company from time to time.

| Particulars of primary user | Security Device Application | Transaction notification Note 2 settings | Specimen signature |
|--|-----------------------------|--|--------------------|
| User ID ^{Note 1} : Name: (English) (Chinese) ID Card/Passport No.: | <input type="checkbox"/> | <input type="checkbox"/> SMS and Email Notification <small>Note 2</small> Mobile Phone No: Email address: | |
| User ID ^{Note 1} : Name: (English) (Chinese) ID Card/Passport No.: | <input type="checkbox"/> | <input type="checkbox"/> SMS and Email Notification <small>Note 2</small> Mobile Phone No: Email address: | |
| User ID ^{Note 1} : Name: (English) (Chinese) ID Card/Passport No.: | <input type="checkbox"/> | <input type="checkbox"/> SMS and Email Notification <small>Note 2</small> Mobile Phone No: Email address: | |
| User ID ^{Note 1} : Name: (English) (Chinese) ID Card/Passport No.: | <input type="checkbox"/> | <input type="checkbox"/> SMS and Email Notification <small>Note 2</small> Mobile Phone No: Email address: | |

Note 1: The User ID should be 2-6 digits and/or characters, and cannot be altered once confirmed.

Note 2: Please provided both "Mobile Phone No." and "Email address".

- ****(i) Please specify above each of the existing and continuing Primary Users and each of the newly appointed Primary Users. The above list and particulars shall replace the list and particulars of Primary Users of the Company currently on the Bank's record.
- (ii) Unless an existing and continuing Primary User changes his/her specimen signature currently on the Bank's record, he/she is not required to provide specimen signature above.
- (iii) No chop should be affixed to any specimen signature or signing arrangement above, and even if so affixed, such chop will not form part of the Primary User's specimen signature or the Company's signing arrangement unless the Bank has otherwise agreed in writing.

Authority of Primary User

- the authorization of **ANY ONE** of the Primary Users.
- the **JOINT** authorization of **TWO** Primary Users.

Function Setting

- All Primary Users can perform System Management Functions, monetary transaction and enquiry functions.
- All Primary Users can only perform System Management Functions and enquiry functions, but are not allowed to execute monetary transactions.
- All Primary Users can only perform System Management Functions but are not allowed to execute monetary transactions and enquiry functions.

Annex 2

Where the Company applies to use the Corporate Electronic and Online Services under the iGTB Services, the following forms, documents and agreements are required:

Tick this box if the Services Agreement is required.

Tick this box if the Terms and Conditions for Corporate Electronic and Online Services (the latest version may be obtained from the Bank's website (<http://www.bochk.com>)) is required, and specify the following Service Application Documents:

1. *[Corporate Electronic and Online Services Application / Amendment / Termination Form]
2. *[Service Jurisdiction Addendum – Philippines]
3. *[Bank of China (Hong Kong) iGTB Services-TERMS AND CONDITIONS FOR CORPORATE ELECTRONIC AND ONLINE SERVICES]

*Delete as appropriate

Where the Company applies to revise the Corporate Electronic and Online Services under the iGTB Services, the following forms, documents and agreements are required:

[set out forms, documents and agreements as necessary]

Tick this box if no form, document or agreement is required for revising the Corporate Electronic and Online Services under the iGTB Services in question.