

(the “**Company**”)

(a company incorporated under the laws of _____)

MINUTES OF A MEETING OF THE BOARD OF DIRECTORS OF THE COMPANY HELD AT REGISTERED OFFICE ON

PRESENT

Name

Signature

1. CHAIRMAN

_____ was elected as the chairman (the “**Chairman**”) of the meeting.

2. QUORUM

IT WAS NOTED THAT due notice of the meeting had been given to all directors of the Company (“**Director(s)**”) and a quorum was present throughout the meeting.

3. ACCOUNT(S) OPENING

NOTED THAT the Company has executed an account opening form with Bright Smart Securities International (H.K.) Limited (“**BS Securities**”) and/or Bright Smart Futures & Commodities Company Limited (“**BS Futures**”) and/or Bright Smart Forex Limited (“**BSFL**”) and/or Bright Smart Global Bullion Limited (“**BSGB**”) on or about _____ (the “**Account Opening Form**”).

IT IS RESOLVED THAT the Company opens and maintains (i) those account(s) marked and/or mentioned in the Account Opening Form (with account number(s) stated out therein) with BS Securities and/or BS Futures and/or BSFL and/or BSGB, (ii) any other accounts opened and maintained with BS Securities and/or BS Futures and/or BSFL and/or BSGB in the name of the Company, and (iii) any additional accounts to be opened and maintained with BS Securities and/or BS Futures and/or BSFL and/or BSGB from time to time (collectively referred to as the “**Account(s)**”), subject to and in accordance with the terms and conditions in the Account Opening Form(s), the “Terms and Conditions for Trading Account” and such other documents and forms required for the opening and maintenance of the Account(s) (collectively referred to as the “**Account Opening Documents**”, as amended from time to time in accordance with the terms thereof):

IT IS RESOLVED THAT in connection with the Account Opening Documents, the Company shall execute a guarantee and indemnity (“**Guarantee**”) in favour of the lender(s).

IT IS RESOLVED THAT the authorised signatories referred to in paragraph (iii) below be and are hereby authorized to sign, execute and deliver, on behalf of the Company, the Account Opening Documents, the Guarantee and all other documents including but not limited to the letters of instruction, other agreements, consents, notices, confirmation, form, authorization, instrument, certificate, evidence and other documents as may be required in connection with the Account(s) and the transaction(s) contemplated thereupon (“**Necessary Documents**”).

(All the transactions contemplated by the Necessary Documents are referred to as the “**Transactions**”).

NOTED THAT copies of the Necessary Documents were tabled before the meeting for the Directors’ review and consideration.

IT IS RESOLVED THAT:

- (i) The form, substance, terms and conditions of the Necessary Documents and the Transactions be hereby confirmed, approved and accepted in all respects, and the Company shall enter into, sign, execute, deliver and perform the Necessary Documents.
- (ii) It is in the best interests of the Company that the Company should approve and enter into, sign, execute, deliver and perform the Necessary Documents.
- (iii) Any _____ of group B signatory(ies) whose specimen signatures are set out in the Appendix attached hereto signing singly / jointly* be and is hereby authorized to:
 - (A) sign, execute and deliver for and on behalf of the Company, the Necessary Documents; and
 - (B) do any such act as such signatory(ies) shall consider necessary or expedient in order to give effect to the Transactions and the Necessary Documents, any such act be and are hereby ratified, confirmed, approved and adopted.

IT IS FURTHER RESOLVED THAT:

- (iv) For Orders or Trading Instructions in relation to the Account(s):-
 - (a) Any one of group A signatory(ies) whose specimen signatures are set out in the Appendix attached hereto signing singly be and is hereby authorized to give orders or trading instructions by verbal and/or electronic instructions and directions to BS Securities and/or BS Futures and/or BSFL and/or BSGB (as the case may be) on behalf of the Company.
 - (b) Any _____ of group A signatory(ies) whose specimen signatures are set out in the Appendix attached hereto signing singly / jointly* be and is/are hereby authorized to give orders or trading instructions by written instructions to BS Securities and/or BS Futures and/or BSFL and/or BSGB (as the case may be) on behalf of the Company.
- (v) For Fund Transfer Instructions:-

Any _____ of group _____ signatory(ies) whose specimen signatures are set out in the Appendix attached hereto signing singly/ jointly* be and is/are hereby authorized to withdraw any money or other property out of the Account(s) into the

following designated bank account of the Company by written and/ or verbal instructions:

Name of Bank: _____

Bank Account Holder: _____

Bank Account Number: _____

IT IS FURTHER RESOLVED THAT:

- (vi) Unless otherwise amended by further board resolutions of the Company, the authorised signatories referred to in paragraph (iii) above be and are hereby authorised to execute such document(s) or do such act(s) as may be necessary for the opening and maintenance of any additional account(s) to be opened in the name of the Company with BS Securities and/or BS Futures and/or BSFL and/or BSGB (as the case may be) from time to time. For the avoidance of doubt, the Company acknowledges, confirms and agrees to be bound by the Necessary Documents (as amended from time to time in accordance with the terms thereof) in respect of all Account(s).
- (vii) The person(s) referred to in the “Appendix – List of the Authorized Signatories” attached hereto be and is/are hereby appointed by the Company as the Authorized Person(s) as defined in the “Terms and Conditions for Trading Account” (as amended from time to time in accordance with the terms thereof), who shall also acknowledge, confirm and agree to be bound by the “Terms and Conditions for Trading Account” (as amended from time to time in accordance with the terms thereof).
- (viii) Unless otherwise amended by further board resolutions of the Company and to the extent permissible by the applicable laws and regulations, any future instruction given by the relevant authorized signatory(ies) to BS Securities and/or BS Futures and/or BSFL and/or BSGB (as the case may be) in respect of the Account(s) shall be valid with or without the chop or common seal of the Company.

4. **RATIFICATION OF PRIOR ACTIONS**

IT IS RESOLVED THAT any and all actions of the Company, or of any Directors or any officer, taken in connection with the actions contemplated by the foregoing resolutions prior to the date of the meeting be and are hereby ratified, confirmed, approved and adopted in all respects as fully as if such action(s) had been presented to for approval and approved by all Directors prior to such action being taken.

5. **END OF MEETING**

There being no other business, the Chairman declared the meeting closed.

Name:

Chairman

* Delete inapplicable option(s)

Appendix – List of Authorized Signatories

Group A Signatory(ies)

<u>Name</u>	<u>Title</u>	<u>ID Card / Passport No.</u>	<u>Specimen Signature</u>
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Group B Signatory(ies)

<u>Name</u>	<u>Title</u>	<u>ID Card / Passport No.</u>	<u>Specimen Signature</u>
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