



# Board Resolution Account Opening

## For Private Limited/Public Company

To: CIMB Bank Berhad, Singapore Branch

Date: .....

### CERTIFIED EXTRACT OF RESOLUTIONS

We, the undersigned, hereby certify that the following resolutions were duly passed by the Board of Directors of .....  
 ..... (the "Applicant") on ..... (DD/MM/YYYY) in accordance  
 with the Articles of Association of the Applicant:

- A. **Resolved** that CIMB Bank Berhad, Singapore Branch (the "Bank") be and is hereby appointed the banker of the Applicant.
- B. **Resolved** that the persons specified in the List of Approving Persons hereto (the "Approving Persons") and acting in accordance to the signing mandate indicated therein be and are hereby authorised on behalf of the Applicant to (please refer to the List of Approving Persons hereto for the authorised persons and signing conditions):

#### i. Open and Close Accounts

To approve and open and/or maintain with the Bank any number of accounts (the "Accounts"), now or at any time hereafter, of the types and currency(ies) specified in the account opening form or letter of instruction (the "Account Applications") for and on behalf of the Applicant subject to and in accordance with the terms and conditions governing such accounts, as amended from time to time by the Bank, and to execute any and all documents in connection therewith or incidental thereto, including any amendment thereto and to give instructions to close any Account.

#### ii. Apply for Account and Banking Services

To apply for any service (the "Services") including but not limited to the Services mentioned below and provide related instructions:

- Custodial services
- Electronic services
- Cash management services
- Remittance and payment services
- Currencies and foreign exchange related services
- Any other services or transactions

in respect of or in connection with any Account (whether opened before or after the date of this resolution) and the Bank shall be authorised to act on and accept as duly signed for the Applicant any application (the "Services Application") (subject to and in accordance with the Bank's terms and conditions set out in such application, as may be amended from time to time) and all other documents requested by the Bank in connection with or incidental to the transaction or provision of such Services. The Applicant shall operate the Accounts in any manner other than by written signature, including the operation of such Accounts through electronic means such as by the use of Personal Identification Numbers ("PINs"), telephones, facsimile transmission, computer terminals and any other means or services made available to the Applicant and in this connection to deliver to the Bank, on behalf of the Applicant, guarantees or indemnities or any other security in form and substance acceptable to the Bank including but not limited to the Letter of Authorisation and Indemnity provided always that, if the Bank receives any instructions which appear to the Bank to be ambiguous or conflicting, the Bank may choose not to act upon them (even if it would result in any loss, without the Bank being liable in any way) until the Bank receives clear and definitive instructions from the Applicant.

It would be to the Applicant's benefit to obtain the Services and/or other banking services offered by the Bank from time to time in respect of the Accounts and subject to such terms and conditions as may be prescribed by the Bank and other related or ancillary agreements and documents in respect of such Services or other banking services (as each may be amended, supplemented and/or substituted from time to time).

#### iii. Appointment of Authorised Signatories and Authorised Users

To appoint, certify and confirm to the Bank the names of the person(s) of the Applicant who are appointed as the (a) authorised signatories (the "Authorised Signatories") of any Account (whether opened before or after the date of this resolution) or (b) Authorised Users, comprising any corporate administrators (the "Corporate Administrators") and users ("Users") authorised by the Corporate Administrators, of the Services in the respective Account Applications and/or Services Applications subject to the terms and conditions governing such Accounts or Services and the offices respectively held by the Authorised Signatories, together with specimens of their signatures and mandate or authority. The Users shall use the Services according to the mandate or authority specified by the Corporate Administrators for each User, and the Corporate Administrator may at any time appoint or remove any person as Users.

The Bank shall be authorised to act on and accept any instructions given, and the transactions entered into by any of the Approving Persons, Authorised Signatories and Authorised Users, and to pay or honour any instrument, document, or instruction given by them within the limits and scope of their authority subject to the Bank's terms and conditions governing such Account and/or Service. Transactions entered into, subject to and in accordance with the Bank's terms and conditions, shall be deemed to be binding and conclusive on the Applicant.

**iv. Verification of Specimen Signatures and Change of Authorised Persons**

To appoint, certify and confirm to the Bank the names of the Authorised Signatories and the Authorised Users (collectively, the “Authorised Persons”) and the offices respectively held by them, together with specimens of their signatures (as applicable), and in case of any future change of any of the Authorised Persons or their respective signing conditions and/or limits, the fact of such change and the names of any new or replacement Authorised Person(s) (the “New Authorised Person(s)”) and the offices respectively held by them, together with specimens of their signatures (as applicable); and the Bank be, and hereby is, authorised to act on and accept or instructions given, and transactions entered into, and to pay or honour any instrument signed by any New Authorised Person in respect of whom it has received any such certificate(s) with the same force and effect as if said person or persons were named in the foregoing resolution in addition to or in the place of any person or persons who is/are deleted from the list of the Authorised Persons certified in any of the Account or Service Applications.

**v. Without Recourse Export Bill Financing/Without Recourse Export Bill Financing-i**

To (a) arrange and obtain for the Applicant from the Bank advances by way of without recourse export bill financing/without recourse export bill financing-i, (b) finalise, sign and execute the export bill financing/export bill financing-i agreement (the “Agreement”) with the Bank on behalf of the Company and (c) finalise, sign or execute all other agreements, deeds and documents and to do all such acts deeds or things in connection with or incidental to the Agreement and/or any transaction contemplated therein, or deemed desirable or expedient in connection with the Agreement and/or any transaction contemplated therein.

**USE OF COMMON SEAL**

C. **Resolved** that the Common Seal of the Applicant be affixed to any agreement, instrument or other document relating to the Accounts, the Services and/or any other matters set out herein in accordance with the Applicant’s Articles of Association.

**CERTIFICATION AND COMMUNICATION OF ARTICLES OF ASSOCIATION AND RESOLUTIONS**

D. **Resolved** that:

- i. a copy of the Memorandum and Articles of Association of the Applicant, and each of the amending resolutions that may from time to time be passed, which has been be certified as correct by any two Directors of the Applicant or by a Director and the Company Secretary be provided to the Bank.
- ii. a copy of any resolution of the Board of Directors if purporting to be certified as correct by any two Directors of the Applicant or by a Director and the Company Secretary be, as between the Applicant and the Bank, conclusive evidence of the passing of the resolution so certified.
- iii. this resolution be communicated to the Bank and remain in force until notice in writing be given to the Bank by any two Directors of the Applicant or by a Director and the Company Secretary and that until such notice in writing is actually received, the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of this resolution.
- iv. All existing resolutions in relation to the subject matter set out herein previously furnished to the Bank, be superseded and ceased to be of further force and effect.

**LIST OF APPROVING PERSONS**

Applicant: .....

Resolution passed at the meeting of the Board of Directors on ..... (DD/MM/YYYY)

Any ..... of the following Approving Person(s) are authorised to open and close accounts, apply for account and banking services, without recourse export bill financing/without recourse export bill financing-i, and appoint and certify authorised signatories and persons for or on behalf of the Applicant subject to and in accordance with the resolutions to which this list is attached.

Personal Particulars		Signature
Name (as per NRIC/Passport):	NRIC/Passport No.:	
Nationality:	Designation:	
Residential Address:		

Personal Particulars		Signature
Name (as per NRIC/Passport):	NRIC/Passport No.:	
Nationality:	Designation:	
Residential Address:		
Name (as per NRIC/Passport):	NRIC/Passport No.:	
Nationality:	Designation:	
Residential Address:		
Name (as per NRIC/Passport):	NRIC/Passport No.:	
Nationality:	Designation:	
Residential Address:		
Name (as per NRIC/Passport):	NRIC/Passport No.:	
Nationality:	Designation:	
Residential Address:		

**NOTE:** Please attach a separate sheet (duly authorised) if the space provided above is insufficient and accompany the form(s) with certified true copy of identification documents for verification. For control purposes, please cross out any unused portions under Approving Persons.

Signature of Director

Name: .....

Signature of Director/Company Secretary

Name: .....