

To: DBS BANK LTD  
SINGAPORE

ACCOUNT NO. (for Bank's Use)

**RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF COMPANY**

The following Resolutions were passed by the Board of Directors of \_\_\_\_\_  
\_\_\_\_\_ (“The Company”) on \_\_\_\_\_ day of  
\_\_\_\_\_ 20 \_\_\_\_\_ and have been duly recorded in the Minute Book of the Company.

Resolved:

- (A) That the Company maintains S\$/Foreign Currency (FC)\* Fixed Deposit/Current Account\* and may from time to time open and/or maintain other bank account(s) with DBS Bank Ltd, Singapore in accordance with and subject to the Bank’s Terms and Conditions Governing Accounts as amended from time to time by the Bank.
- (B) That it would be to the Company’s benefit to obtain electronic banking services (“EB Services”) or any other banking services offered by the Bank (“Other Services”) in respect of the bank account(s) and subject to the terms and conditions governing any such EB Services or Other Services offered by the Bank as amended from time to time by the Bank and other related documents in respect of any EB Services or Other Services provided by the Bank.
- (C) That the following person/s of the Company (hereinafter referred to as “authorised person/s”) with their respective offices and their signatures, is/are\* hereby authorised on behalf of the Company to operate such account(s) in the following manner or in the manner indicated in the attached schedule<sup>1</sup>.

**SIGNATURE REQUIREMENTS**

	<u>Authorisation Limit</u> <sup>2</sup>	<u>Signature Requirements</u> <sup>3</sup>
<input type="checkbox"/>	Any Amount	_____
<input type="checkbox"/>	Up to \$ _____	_____
	From \$ _____ to \$ _____	_____
	From \$ _____ to \$ _____	_____
	From \$ _____ to \$ _____	_____
<input type="checkbox"/>	<u>Other Signature Requirements</u>	_____
		_____

Please read through the following classifications and indicate your signature requirement. Where your requirement does not fall into any of the classification, please indicate the requirement in the space “Other Signature Requirements”

<sup>1</sup>Where there is an attached schedule, it has to be duly certified by the Company Chairman and the Secretary.

<sup>2</sup>Authorisation Limit  
The designated signatories can authorise transactions of:

ANY AMOUNT	-	Any amount (i.e. no limit)	
FROM \$ ___ TO \$ ___	-	Amount within this range, including the stated amount	

<sup>3</sup> <u>Signature Requirements</u>			
SINGLY	-	Account has only one signatory.	
ANY ONE/TWO...	-	Any number of signatory (ies) required as specified.	
ALL	-	All signatories are required.	
A + B +...	)	Signatories are classified into groups e.g. Group A or Group B.	
A or B or...	)	Number of signatories required from each group, e.g. 1A+2B, 1A or 2B.	

\* Delete where applicable

**SIGNATORIES (Please sign in black within the box)**

		Name:	
		NRIC/PP No	Group (e.g. A, B or C)
Position Held			

		Name:	
		NRIC/PP No	Group (e.g. A, B or C)
Position Held			

		Name:	
		NRIC/PP No	Group (e.g. A, B or C)
Position Held			

		Name:	
		NRIC/PP No	Group (e.g. A, B or C)
Position Held			

		Name:	
		NRIC/PP No	Group (e.g. A, B or C)
Position Held			

		Name:	
		NRIC/PP No	Group (e.g. A, B or C)
Position Held			

Note: Please rule across any unfilled space.

- (D)#+ And that the Bank be instructed to honour all cheques, promissory notes, and other orders drawn by and all bills accepted on behalf of the Company and to debit such cheques, notes, orders and bills to the Company's account whether such account be in credit or overdrawn or may become overdrawn in consequence of such debit provided they are endorsed/signed by the authorised person/s with/without\* the company stamp (specimen at Clause (C) ) and to accept and credit to the account of the Company all monies deposited with or owing by the Bank on any account or accounts at any time or times kept or to be kept in the name of the Company and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipts.
- (E)#+ And that the Bank is hereby authorised to pay any instrument or make any such charge and also to receive the same from the payee or any other holder without inquiry as to the circumstances of issue or the disposition of the proceeds even if drawn to the individual order of any signing person, or payable to the said Bank or others for his account or tendered in payment of his individual obligation, and whether drawn against an account in the name of the Company or in the name of any officer or agent of the Company as such AND such signature(s) shall be a sufficient authority to the Bank and shall bind the Company in all transactions between the Bank and the Company including those specifically referred to.
- (F) That the authorised person/s is/are hereby authorised singly/jointly\*, for on behalf of the Company, at his/her/their\* absolute discretion,
- (1)# To arrange and obtain for the Company from the Bank advances by way of cash, credit, loan, overdraft, discounting of bills, opening of Letters of Credit, releasing of documents against Trust Receipts, signing or counter-signing guarantees and any other type of credit facility from time to time as required, and to sign, seal, get registered and deliver on behalf of the Company, all documents and forms relating to any securities (in relation to deposit or withdrawal or otherwise) to secure such advances temporarily or otherwise against pledge, mortgage, charge, hypothecation, lien set-off over all or any of the properties of the Company movable or immovable and such other securities that may be acceptable to the Bank in such forms as may be required by the Bank and to charge any of the Company's properties movable and immovable and securities including goods and to sign any instructions, indemnities and counter-indemnities which may be required by the Bank from the Company in connection with the Company's business.
- (2)# To withdraw and deal with the Company's securities or properties or documents of title thereto which may be deposited with the Bank from time to time, whether by way of security or otherwise.
- (3)# To acknowledge all types of debts on behalf of the Company.
- (4)# To authorise and request the Bank to purchase or sell for account of the Company stocks, bonds and other securities.
- (5)# To open, operate and withdraw from Current accounts and Fixed Deposit accounts including Foreign Currency accounts as well as (the purchase and sale of) Negotiable Certificates of Deposit, in both local currency and foreign currencies.
- (6)# To deposit in, withdraw from, create security or set-off rights over and deal with in any other way the Company's S\$/Foreign Currency\* Fixed Deposit account and to affix the Common Seal of the Company on the documents in accordance with the Company's Articles of Association.
- (7)# To arrange for the privilege of making night deposits with the Bank in approved sealed or locked containers on the terms and conditions of the Bank's Night Safe Depository Agreement and/or such other terms and conditions (if any) relating to the Night Safe Depository Service for the time being in force and to agree with the Bank as to the kind and number of containers to be used by the Company; to identify and claim all containers deposited together with receipted deposit slips, and/or other contents of such containers and to represent the Company in all respects in connection with the Bank's Night Safe Depository Service.
- (8)# To open Singapore Government Securities accounts and to give instructions relating to payments, transfer of securities, sale and purchase of securities and any other matter concerning such accounts.
- (9)# To operate and to nominate and authorise any person or persons to operate the Company's account in any manner other than by signature, including the operation of such account through electronic means such as by the use of Personal Identification Numbers (PINs), telephones, computer terminals and any other means or services made available to the Company and agreed to by the Bank and in connection therewith to sign any application form agreement or document, negotiate the terms and conditions thereof and agree to any amendment, variation or addition thereto.
- (10)# To negotiate for and obtain, in respect of the account, the EB Services and Other Services offered by the Bank, which would be to the benefit of the Company.
- (11)# To execute:
- (i) the relevant documents to obtain the EB Services with such modifications and amendments as he/she/they\* may think fit; and
- (ii) any other documents, instruments, writings and assurances as may be necessary, expedient or desirable, in respect of the Bank Account, to obtain the Other Services for the Company;
- (12)# To do or cause or authorise to be done any act or thing (including sending instructions and entering into agreements and transactions) contemplated by the EB Services and Other Services.
- (13)# To designate and authorise, from time to time, persons who may do or cause or authorise to be done any act or thing (including sending instructions and entering into agreements and transactions) contemplated by the EB Services and the Other Services.

# Delete where applicable. All insertions and deletions must be verified by the signatures of the Company Chairman and Secretary of the Meeting.

+ Applicable to Current Account only.

\* Delete where applicable

- (G) And that the Bank is hereby authorised to complete all such banking transactions requested through the use of such PIN including but not limited to making credits to, debits or transfers from the Company's account and any other banking transactions which the Bank together with any third party may make available to PIN Holders from time to time whether such account be in credit or overdrawn or may become overdrawn in consequence of such debits.
- (H) The authority and powers given to each person in these resolutions shall continue with full force and effect to bind the Company vis-à-vis the Bank, until the Bank receives a certified true copy of the Minutes of Meeting of the Board of Directors of the Company revoking any such authority and power.
- (I) That the Secretary of the Company be, and hereby is, authorised to certify to the Bank the name of the present officers of the Company and other persons authorised in terms of this resolution and offices respectively held by them, together with specimens of their signatures. In the event of the Company appointing another person/s in place of authorised person/s, the Company shall notify the Bank that a Resolution has been passed to that effect, whereupon the said contents of this Resolution shall apply to such substituted signatories.
- (J) And that a copy of any resolution of the Board if purporting to be certified as correct by the Chairman of the meeting and by the Company Secretary or another Director shall as between the Bank and the Company be conclusive evidence of the passing of the resolution so certified.
- (K) And that the Bank be furnished with a certified copy of the Company's Memorandum and Articles of Association and copies of any amending Special Resolutions that may from time to time be passed.
- (L) That the Company has been furnished with the Terms and Conditions Governing Accounts of the Bank and has read, understood and agree to all the terms and conditions contained therein. It has noted in particular clause on "No Liability for Loss" whereby the Bank will not be liable to compensate the Company for any loss incurred by it through no fault of the Bank.
- (M) And that this resolution be communicated to the Bank and remain in force until an amending resolution shall have been passed by the Board and a copy thereof certified in accordance with (J) above shall have been duly received and acknowledged in writing by the Bank.
- (N) And that the Company be authorised to indemnify the Bank in consideration of the Bank agreeing to accept and act at the Company's request on notices and instructions sent by means of facsimile transmission, by telephone, by telex, by electronic mail or by any other form of electronic communication acceptable by the Bank and that the authorised person/s be authorised to sign any such indemnity on the Company's behalf.

We, \_\_\_\_\_ as Company Secretary/Director of \_\_\_\_\_, a company incorporated in \_\_\_\_\_ and having its registered office at \_\_\_\_\_ and \_\_\_\_\_ as Chairman of the Meeting of the Board of Directors at which the foregoing resolutions were passed hereby certify that said foregoing resolutions were passed at a Meeting of the Directors of the Company duly convened and held at \_\_\_\_\_ on the \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_ and that said resolutions were duly passed and are now in full force and effect.

We further certify that the signatory/signatories listed in (C) above are authorised as aforesaid and are present officers of the said Company, occupying the positions stated and that the signatures are those of the respective signatories.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CHAIRMAN OF THE MEETING OF DIRECTORS

\_\_\_\_\_  
COMPANY SECRETARY/ DIRECTOR