

BOARD RESOLUTION FOR COMPANIES

To : DBS BANK LTD.
Suite 1901, Level 19 Chifley Tower
2 Chifley Square
Sydney NSW 2000 Australia

Account No. (for Bank's Use)

CERTIFIED EXTRACT OF RESOLUTION PASSED BY THE BOARD OF DIRECTORS OF COMPANY

The following Resolutions were passed by the Board of Directors of _____

ABN/ACN/Registration No. _____ (the "Company") on _____ day of

_____ 20_____ and have been duly recorded in the Minute Book of the Company.

Resolved That:

- (A) The Company may from time to time open, maintain and/or close bank accounts of any type ("Accounts") with DBS Bank Ltd (ARBN 601 105 373) (the "Bank"), in accordance with and subject to such terms and conditions as may be prescribed by the Bank (as each may be amended, supplemented and/or substituted from time to time).
- (B) It would be to the Company's benefit to obtain electronic banking services ("EB Services") and/or any other banking services offered by the Bank ("Other Services") 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 any EB Services or Other Services (as each may be amended, supplemented and/or substituted from time to time).
- (C) The person(s) of the Company ("Authorised Signatories") with their respective offices and their signatures, is/are* hereby authorised on behalf of the Company to operate the Accounts in the following manner or in the manner indicated in Annex A attached hereto.
- (D)[#] The Bank be instructed to honour all promissory notes, and other orders drawn by and all bills accepted on behalf of the Company and to debit such 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 Signatories 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 notes, bills, other negotiable instruments, orders or receipts.
- (E)[#] 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 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) Any two Directors of the Company or the Authorised Signatories with the maximum Authorisation Limit indicated in Annex A (as may be amended, varied and/or supplemented from time to time) be and are hereby authorised and empowered, for and on behalf of the Company, at his/her/their* absolute discretion,
- (1) To open, operate, withdraw from and close accounts of any types, whether Current accounts or 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.
 - (2)[#] To operate the Accounts in any manner other than by signature, including the operation of such Accounts 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.
 - (3) To select, substitute and/or vary from time to time any PIN for the EB Services and Other Services and for such purposes.
 - (4) To provide the Bank with such information, reports and/or any other documents on behalf of the Company as requested by the Bank.
 - (5) To nominate, designate, appoint and authorise any person(s) to do the following or to supplement, vary or modify any list of such persons given to the Bank or to remove any persons from any such list given to the Bank and to inform the Bank of all such appointments or removals of persons from such list:
 - a. To act as authorised signatories of and to operate any Accounts of the Company opened and maintained with the Bank from time to time;

[#] Delete where applicable. All insertions and deletions must be verified by the signatures of the certifiers of the Board Resolution.

⁺ Applicable to Current Account only.

^{*} Delete where applicable.

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- b. To operate the Accounts in any manner other than by signature, including the operation of such Accounts through electronic means such as by the use of PINs, telephones, computer terminals and any other means or services made available to the Company;
 - c. To select, substitute and/or vary from time to time any PIN for the EB Services and Other Services; and/or
 - d. 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.
- (6) To negotiate, execute, submit and deliver all relevant application forms, agreements, instruments, writings, assurances and any other documents as may be necessary, expedient or desirable in respect of the opening, operation and/or closure of Accounts and/or to obtain the EB Services and/or Other Services for the Company and any other matters in relation thereto or set out herein and to negotiate and agree to the terms and conditions thereof and such modifications, amendments, variations and/or additions thereto as he/she/they* may think fit.
- (7)[#] To do or cause or authorise to be done any act or thing (including sending instructions and entering into agreements and transactions) relating to the opening, operation and/or closure of the Accounts and/or contemplated by the EB Services and Other Services and any other matters set out herein.
- (8) 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.
- (9) To deposit, withdraw and deal with the Company's securities or properties or documents of title thereto with or from the Bank from time to time, whether by way of security or otherwise.
- (10) To acknowledge all types of debts on behalf of the Company.
- (11) To authorise and request the Bank to purchase or sell for account of the Company stocks, bonds and other securities.
- (12) To give instructions relating to payments, transfer of securities, sale and purchase of securities and any other matter concerning such accounts.
- (G) The Bank is hereby authorised to complete all such banking transactions requested through the use of PIN(s) including but not limited to making credits to, debits or transfers from the Company's Accounts 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 Bank be authorised to accept and act on any notices and instructions which it believes to have been made or given by or on behalf of the Company whether given orally or by means of facsimile transmission, telephone, telex, electronic mail or any other form of electronic communication acceptable by the Bank and the Company be authorised to indemnify the Bank in consideration of the Bank agreeing to accept and act at the Company's request on such notices and instructions and that any two Directors of the Company or the Authorised Signatories with the maximum Authorisation Limit be authorised to sign any such indemnity on the Company's behalf.
- (I) [#]The Company enter into any agreements, instruments or other documents relating to the Accounts and/or any other matters set out herein, in such form and with such amendments thereto as the Authorised Signatory may consider appropriate.
- OR[#]
- [#]The Common Seal of the Company be affixed to any agreement, instruments or other documents relating to the Accounts and/or any other matters set out herein in accordance with the Company's Articles of Association.
- (J) This resolution and 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 Resolution of the Board of Directors of the Company revoking this resolution or any such authority and power or providing otherwise.

[#] Delete where applicable. All insertions and deletions must be verified by the signatures of the certifiers of the Board Resolution.

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^{*} Delete where applicable.

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- (K) Any one Director and/or the Secretary of the Company be, and is hereby severally authorised certify to the Bank from time to time the name, offices and/or the specimen signatures of the Authorised Signatories.
- (L) A copy of any resolution of the Board (including this Resolution) if purporting to be certified as correct by any one Director 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.
- (M) The Bank be furnished with a certified copy of the Company's constitution (if any) and copies of any amendments made thereto and any Special Resolutions passed from time to time.
- (N) The Company has been furnished with the General Banking Terms Conditions, Australia Jurisdiction Schedule and its applicable Service Schedules ("General Terms") and has read, understood and agree to all the terms and conditions contained therein. It has noted in particular Clauses 7 and 8 of Part A of the General Terms whereby, in addition other conditions, the Bank will not be liable to compensate the Company for any loss incurred by it through no fault of the Bank.
- (O) This Board Resolution may be executed in counterparts, each of which will be an original and which together constitute the same document.
- (P) If this Board Resolution, including the documents referenced herein (including the General Banking Terms and Conditions and the Australia Jurisdiction Schedule), is accepted through electronically signing, we shall immediately upon the Bank's request, deliver to the Bank a confirmation of our acceptance of such terms. Such confirmation shall be in form and substance satisfactory to the Bank. We irrevocably authorise the Bank to carry out our obligations under this paragraph in our name and on our behalf.

We further certify that the signatory/signatories listed in Annex A attached hereto are authorised as aforesaid and are present officers of the Company, occupying the positions stated and that the signatures are those of the respective signatories.

Director's Signature / Sole Director and Sole Secretary's
Signature:

Name:

Date:

Director's / Secretary's Signature:

Name:

Date:

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- + Applicable to Current Account only.
- * Delete where applicable.

The following Authorised Signatory(ies) 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 schedule¹:

SIGNATURE REQUIREMENTS

Please use the following codes to indicate your signature requirements. Where your requirement does not fall into any of the classification, please indicate the requirement in the space "Other Signature Requirements".

- SINGLE - 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... } Indicate number of signatories required from each group, e.g. 1A+2B, 1A or 2B.

Authorisation Limit ²	Signature Requirements
<input type="checkbox"/> Any Amount	
<input type="checkbox"/> Up to \$	
Above \$ up to \$	
Above \$ up to \$	
Above \$ up to \$	
Above \$	
<input type="checkbox"/> Other Signature Requirements	

Explanatory Notes:

Where there is an attached schedule, it has to be duly certified by the same certifiers of this Board Resolution.

Authorisation Limit

The designated signatories can authorise transactions of:

- Any Amount - Any amount (i.e. no limit)
- Up to - Up to and inclusive of the stated upper amount.
- Above \$ up to \$ - Above and excluding the stated lower range. Up to and inclusive of the stated upper range.
- Above \$ - Above and excluding the stated amount.

SIGNATORIES (Please sign in black within the box)

Signature:	
Name:	
Date of birth:	Group (e.g. A, B or C):
Residential address: Position Held:	

Signature:	
Name:	
Date of birth:	Group (e.g. A, B or C):
Residential address: Position Held:	

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