

RESOLUTIONS FOR COMPANY

CERTIFIED TRUE EXTRACT OF MINUTES OF MEETING/RESOLUTIONS IN WRITING OF THE BOARD OF DIRECTORS PASSED ON [] PURSUANT TO THE ARTICLES OF ASSOCIATION OF THE COMPANY.

RESOLVED:-

1. That Citibank Singapore Limited (hereinafter called "the Bank", which expression shall include its successors and any novatee, assignee, transferee or purchaser of Citibank Singapore Limited's rights and/or obligations under the Bank's terms and conditions (a copy of which has been given to the Company) be and is hereby appointed bankers of the Company and an account or accounts hereinafter and from time to time be opened with the Bank (the "Account(s)") in the name of _____ (hereinafter referred to as the "Company") in accordance with and subject to the Bank's terms and conditions (a copy which has been given to the Company) as amended from time to time by the Bank.
2. That the Bank be and is hereby authorised and instructed to:-
 - (a) accept any monies deposited with the Bank in the Account(s) at any time or times be kept or to be kept in the name of the Company, and to repay the monies now or hereafter to be deposited with the Bank on any such Account(s) together with interest thereon upon maturity in accordance with the instructions signed by the Authorised Signatory/ies;
 - (b) honour all checks, drafts, bills of exchange or other orders drawn or signed or bills of exchange or drafts accepted or promissory notes made or receipts for monies signed or all negotiable instruments signed, endorsed, or negotiated by the Authorised Signatory/ies and to debit to the Company's Account(s) with the bank such checks, drafts, bills of exchange, orders, promissory notes, receipts and negotiable instruments whether such Account(s) may be for the time being in credit or overdrawn or may become overdrawn in consequence of such debit and it is understood that in the absence of any special arrangement the Bank is not bound to honor any checks, bills of exchange, orders, promissory notes, receipts, and negotiable instruments if the Account(s) is/are not sufficiently in credit to meet it;
 - (c) accept and act on any application or request for the issue of any letter of credit, guarantee, indemnity, or counter-indemnity and to act on any instructions with regard to any other transactions of any kind of the Company with regard to any such Account(s), in every case whether the Account(s) of the Company is or are in credit or in debit may in consequence become overdrawn or otherwise (but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time) provided that the same are signed by the Authorised Signatory/ies; and
 - (d) act on any instructions with regard to the purchase or sale of or other dealings in securities or documents of the Company or any foreign currency and/or in relation to any exchange transactions, in every case whether the Account(s) of the Company is or are in credit or in debit or may in consequence become overdrawn or otherwise (but without prejudice to the Bank's right to refuse to allow any overdraft or increase of overdraft beyond any specified limit from time to time) provided that the same are signed by the Authorised Signatory/ies.
3. That the Authorised Signatory/ies in the manner hereafter set out be and is/are hereby authorised for and on behalf of the Company:-
 - (i) to enter into and sign the Bank's account opening application form and any other documents incidental thereto;
 - (ii) to open with the Bank, further accounts from time to time and at such times as they may deem fit;
 - (iii) to withdraw and deal with any of the Company's securities or property or documents of title thereto which may be deposited with the Bank from time to time, whether by way of security or otherwise;
 - (iv) to arrange with the Bank for advances or other accommodation to the Company by way of discount, loan, overdraft, guarantee or otherwise and to arrange with the Bank for any banking or credit facilities from time to time as required, and to sign on behalf of the Company any forms of deposit and withdrawal, and Letters of Trust and Hypothecation relating to any security or property or documents of title relating thereto to secure the said advances or other accommodation and any obligations, undertakings, instructions, indemnities, and counter-indemnities and any other documents which may be required by the Bank in connection with the Company's business; and
 - (v) to order, instruct or request the Bank to make or effect mail, telegraphic or electronic transfers, payments debits or credits and the Bank is instructed to make or effect such mail, telegraphic or electronic transfers, payments, debits and credits at the request of or on instructions or communications given by the Authorised Signatory/ies; and
 - (vi) to give written notice to the Bank to close any or all of the Company's Account(s) with the Bank at any time, with effect from such date as the Authorised Signatory/ies may stipulate in such notice.

4. That the Bank be furnished with a list of the Directors, Secretary and Authorised Signatory/ies of the Company and be from time to time informed in writing under the hand of any Director or Authorised Signatory/ies (as applicable) of the Company of any change which may from time to time take place therein and be entitled to act on such notice.
5. That a copy of any resolutions of the Board of Directors or equivalent managing body, if purported to be certified as correct by (i) two Directors. (ii) any one Director and the Secretary or (iii) any of the Authorised Signatory/ies (as applicable) of the Company shall, as between the Bank and the Company, be conclusive evidence of the passing of the resolutions so certified.
6. That the Bank be and is by these Resolutions authorised to disclose all and any information whatsoever pertaining to the Company and the Account(s) for any purpose whatsoever to (i) any other branches or subsidiaries of Citibank Singapore Limited, wherever located, (ii) all government agencies and authorities in Singapore; and (iii) any other person whom the Bank may, in its absolute discretion deem fit, and for this purpose these Resolutions shall operate as the Company's written consent to all and any such disclosure.
7. That in these Resolutions, the expressions Director (s) and Secretary shall be construed as Director(s) and Secretary for the time being of the Company and shall, in the case of Director(s) include Alternate Director(s) and, in the case of Secretary, shall include any Joint Secretary, Assistant Secretary or Temporary Secretary.
8. That the Company applies to the Bank for its telephone banking service ("TBS") and internet banking service ("IBS") to be provided on such terms and conditions as may be prescribed by the Bank and the Bank be and is hereby authorised in connection therewith, to comply with the instructions of any person whomsoever identifying himself or herself by the Company's PIN for the Account(s) and that any Authorised Signatory/ies for the time being be and is/are hereby authorised to sign any Bank documents and/or indemnify for the TBS and IBS as may be required by the Bank.
9. That the Company indemnifies the Bank and holds the Bank harmless from and against all liabilities, actions, proceedings, claims, cause, damages and expenses including legal expenses on solicitor and client basis arising from or in connection with the Bank's accepting and acting (refraining from acting, as the case may be) upon the instructions in respect of the Account(s) under the TBS and the Company further undertakes to provide any written confirmation of the oral instructions received by the Bank under the TBS as may be required by the Bank and the Bank shall have the right to refrain from acting upon any such oral instructions until the Bank's receipt of the Company's written confirmation.
10. That the Bank be and is authorised to change the PIN at any time upon receipt of the requisite written notice and other necessary documentation duly signed by the Company in accordance with these Resolutions as required by the Bank and the notice shall be deemed as conclusive evidence by the Bank of the Company's authorisation to the Bank to effect such a change provided that the Bank shall be entitled (but not obliged) to act (without any liability to the Company or any third party) on any instructions received under the existing PIN prior to its receipt of the written notice of change.
11. That these Resolutions be communicated to the Bank and remain in force until an amending resolution be passed by the Board of Directors of the Company and a certified copy thereof is communicated to and received by the Bank and the Bank shall be indemnified and saved harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these Resolutions.

Certified True Extract:-

 Sign here x
Name:
Title: Director

 Sign here x
Name:
Title (please select accordingly): Director Secretary

LIST OF AUTHORISED SIGNATORY/IES

Signature Requirements: Single Any Two Others: _____

Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X	Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X
Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below	Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below
Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X	Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X
Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below	Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below
Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X	Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X
Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below	Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below

Certified True Extract:-

Name:
Title: Director

Name:
Title (please select accordingly): Director Secretary

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Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X	Name (in full, as per NRIC/Passport): NRIC/Passport No: <input type="checkbox"/> Mr <input type="checkbox"/> Mrs <input type="checkbox"/> Ms <input type="checkbox"/> Dr Signature: X
Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below	Current Residential Address: <input type="checkbox"/> As per NRIC OR <input type="checkbox"/> Please refer to the particulars below

Certified True Extract:-

Name:
Title: Director

Name:
Title (please select accordingly): Director Secretary

FOR BANK USE ONLY

Customer/Account No:

 Approved and verified by
 (Signature and name)

 Date