

BOARD RESOLUTION FOR ASSOCIATIONS AND SOCIETIES

To : DBS BANK LTD

Account No. (for Bank's Use)

CERTIFIED EXTRACT OF RESOLUTION PASSED BY THE BOARD OF COMMITTEE/BOARD OF TRUSTEE OF ASSOCIATION/SOCIETY

The following Resolutions were passed by the Committee/Board of Trustees of _____

_____ ("The Association/Society") on _____ day of

_____ 20 _____ and have been duly recorded in the Minute Book of the Association/Society.

Resolved That:

- (A) The Association/Society may from time to time open maintain and/or close bank accounts of any type ("Accounts") with DBS Bank Ltd (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 Association/Society's benefit to obtain electronic banking services ("EB Services"), merchant services relating to the acquisition of merchant transactions by the Bank (where applicable) ("Merchant Services"), and such other services made available by the Bank on the Bank's electronic banking platforms, applications or facilities or such other platforms, applications or facilities approved by the Bank ("Bank Channels") whether in respect of the Accounts or other banking products, services and/or facilities offered by the Bank ("Other Services") and to agree to such terms and conditions as may be prescribed by the Bank in connection with the EB Services, the Merchant Services and/or Other Services (as each may be amended, supplemented and/or substituted from time to time)
- (C) The Association/Society obtains banking services offered by the Bank in respect of DBS commercial debit cards including that under the titles "Business Advance" and/or "Business Advance+" ("Business Advance Services") and under such other titles or commercial debit card products which DBS may offer from time to time, pursuant to which DBS Business Advance Cards and Business Advance+ Cards or such other cards (the "Card", which expression shall include any number of cards and any replacement/renewal thereof) will be issued to person(s) ("Cardholders") who have been nominated in the manner set out below as being authorized on behalf of the Association/Society, to use the Card(s) to draw on the Association/Society Account(s) with the Bank and to perform all transactions as may be made available by the Bank under the Business Advance Services or such other relevant services in respect of other DBS commercial debit cards, subject to the DBS Commercial Debit Card Agreement as may be amended, supplemented and/or substituted from time to time by the Bank.
- (D) The person(s) of the Association/Society ("Authorised Signatories") with their respective offices and their signatures, is/are* hereby authorised on behalf of the Association/Society to operate the Accounts in the following manner or in the manner indicated in Annex A attached hereto.
- (E)* The Bank be instructed to honour all cheques, promissory notes, and other orders drawn by and all bills accepted on behalf of the Association/Society and to debit such cheques, notes, orders and bills to the Association/Society 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 Association/Society 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 Association/Society and the amount of all cheques, notes, bills, other negotiable instruments, orders or receipts.
- (F) 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 Association/Society or in the name of any officer or agent of the Association/Society as such AND such signature(s) shall be a sufficient authority to the Bank and shall bind the Association/Society in all transactions between the Bank and the Association/Society including those specifically referred to.
- (G) The Authorised Signatories with the maximum signing limit be and are hereby authorised and empowered, for on behalf of the Association/Society, at his/her/their* absolute discretion,
- (1) 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 Association/Society.
- (2) To negotiate, execute 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 Business Advance Services or such other relevant services, the EB Services, Merchant Services and/or Other Services for the Association/Society and any other matters 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.

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

+ Applicable to Current Account only.

* Delete where applicable

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- (3) To provide confirmations, instructions or acceptance on the Bank's Channels in connection with the Association/Society's application, access and/or utilisation of the EB Services and Merchant Services, notwithstanding any other mandate, authorisation or instruction provided by the Association/Society to the Bank, including without limitation appointing or removing:
- (i) users to utilise and/or access the EB Services and Merchant Services;
 - (ii) third parties (including without limitation the Association/Society affiliates) to manage, utilise and/or access the EB Services and Merchant Services on the Association/Society behalf;
 - (iii) administrators to manage, utilise and/or access the EB Services and Merchant Services on the Association/Society behalf
- (4) 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 Merchant Services and Other Services and any other matters set out herein.
- (5) To open, operate and withdraw from, create security or set-off rights over and deal with in any other way the Association/Society 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 collect, surrender or arrange for collection or surrender of the Cards and to select, substitute and/or vary from time to time any PIN for the Cards and the EB Services and Other Services and for such purposes.
- (7) 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:
- (i) To act as authorised signatories of and to operate any Accounts of the Association/Society opened and maintained with the Bank from time to time;
 - (ii) 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 Association/Society;
 - (iii) To be Cardholder(s) to whom one or more Cards shall be issued;
 - (iv) To collect, surrender or arrange for collection or surrender of the Cards and to select, substitute and/or vary from time to time any PIN for the Cards, the EB Services and Other Services; and/or
 - (v) 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.
- (H) Any user appointed in connection with the utilisation and access of the EB Services and Merchant Services is authorised, for and on behalf of the Association/Society behalf, to sign up for any new or additional services offered by the Bank on the Bank's Channels and to agree to and be bound by such terms and conditions governing the provision of the EB Services and Merchant Services.
- (I) Any administrator appointed by the Association/Society in connection with the EB Services and Merchant Services will have full power and authority to do all things for and on behalf of the Association/Society on the Bank's Channels, including without limitation:
- (i) Applying, making changes or terminating any products, services or credit facilities offered by the Bank and to agree to be bound by such terms and conditions as the Bank deems necessary in connection with such products, services or credit facilities;
 - (ii) Managing and making changes to the Association's/Society's use of and access to the EB Services and Merchant Services, including without limitation appointing and removing users;
 - (iii) Making changes to or revoking the Association's/Society's authorisation policy or mandates with the Bank, including without limitation the authorisations set out in these resolutions or any other authorisation or mandate of the Association/Society given to the Bank.
- (J) The Cardholder(s) be and are hereby authorised and empowered, for and on behalf of the Association/Society, to draw on the Account(s), and conduct any transactions on the Account(s) whether such transactions be conducted by:
- (i) The Cardholder's signature;
 - (ii) Electronic means, including, but not limited to, the use of any PINs, telephones, computer terminals; or
 - (iii) Any other means or services made available from time to time to the Association/Society by the Bank.
- (K) The Association/Society shall bear and pay to the Bank, and the Bank be authorised to debit from the Association/Society Account(s) all payments and withdrawals made through the use of any and all Cards as well as any and all costs, expenses and other sums which the Association/Society is liable to pay the Bank pursuant to the terms and conditions relating to the Business Advance Services or such other relevant services (as may be amended, supplemented and/or substituted from time to time), whether such account be in credit or overdrawn or may become overdrawn in consequence of such debits.

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

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* Delete where applicable

** Fill in only if email and mobile numbers are not already provided in the Account Opening Form

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- (L) 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 Association/Society 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.
- (M) 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 Association/Society 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 Association/Society be authorised to indemnify the Bank in consideration of the Bank agreeing to accept and act at the Association/Society request on such notices and instructions and that Authorised Signatories with maximum signing limits be authorised to sign any such indemnity on the Association/Society behalf.
- (N) This resolution and the authority and powers given to each person in these resolutions shall continue with full force and effect to bind the Association/Society vis-à-vis the Bank, until the Bank receives a certified true copy of the Resolution of the Committee/Board revoking this resolution or any such authority and power or providing otherwise.
- (O) The Secretary of the Association/Society be, and is hereby, authorised to certify to the Bank from time to time the name, offices and/or the specimen signatures of the Authorised Signatories.
- (P) A copy of any resolution of the Committee/Board (including this Resolution) if purporting to be certified as correct by the Chairman of the meeting and by the Secretary shall as between the Bank and the Association/Society be conclusive evidence of the passing of the resolution so certified.
- (Q) The Bank be furnished with a certified copy of the Constitution of Association/Society and with copies of any amending Special Resolutions that may from time to time be passed.
- (R) The Association/Society has been furnished with the General Banking Terms and Conditions and the DBS Commercial Debit Card Agreement of the Bank and has read, understood and agree to all the terms and conditions contained therein.
- (S) The Association/Society has obtained all necessary and appropriate consents, authorisations, licences and approvals from government and public authorities (where applicable) for the purposes of opening the Accounts and entry into the services and transactions contemplated hereunder.

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

Chairman's Signature:

Name:

Date:

Email Address**:

Mobile Number**:(+)

Secretary's Signature:

Name:

Date:

Email Address**:

Mobile Number**:(+)

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Annex A (Pg 1)

The following Authorised Signatory(ies) with their respective offices and their signatures, is/are* hereby authorised on behalf of the Association/Society 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...	
Authorisation Limit ²	Signature Requirements
<input type="checkbox"/> Any Amount	
<input type="checkbox"/> Authorisation Limit Currency ³	
Up to \$	
Above \$ up to \$	
Above \$ up to \$	
Above \$ up to \$	
Above \$	
<input type="checkbox"/> Other Signature Requirements	

Explanatory Notes:

¹ Where there is an attached schedule, it has to be duly certified by the same certifiers of this Board Resolution.

² 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.

³ The authorisation limits in the specified currency will be applied to the Accounts, and in the case of a Multi-Currency Account, to each of its wallet. If left blank, the currency of the authorisation limits will be SGD. Any currency conversion for the purposes of ascertaining the authorisation limits will be made at our currency exchange rate in force at the relevant time.

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Annex A (Pg 2)

SIGNATORIES (Please sign in black within the box)

Signature:	
Name:	
NRIC/PP No.:	Group (e.g. A, B or C):
Position Held:	
Email Address*:	
Mobile Number*: (+)	

Signature:	
Name:	
NRIC/PP No.:	Group (e.g. A, B or C):
Position Held:	
Email Address*:	
Mobile Number*: (+)	

Signature:	
Name:	
NRIC/PP No.:	Group (e.g. A, B or C):
Position Held:	
Email Address*:	
Mobile Number*: (+)	

Signature:	
Name:	
NRIC/PP No.:	Group (e.g. A, B or C):
Position Held:	
Email Address*:	
Mobile Number*: (+)	

Signature:	
Name:	
NRIC/PP No.:	Group (e.g. A, B or C):
Position Held:	
Email Address*:	
Mobile Number*: (+)	

Signature:	
Name:	
NRIC/PP No.:	Group (e.g. A, B or C):
Position Held:	
Email Address*:	
Mobile Number*: (+)	

Note: Please rule across any unfilled space.

* Fill in only if email and mobile numbers are not already provided in the Account Opening Form