

EXTRACT OF DIRECTORS' RESOLUTIONS PASSED ON \_\_\_\_\_, DAY OF \_\_\_\_\_, 20\_\_\_\_\_

BY THE BOARD OF DIRECTORS OF \_\_\_\_\_  
(Name of Corporation)

**IT WAS NOTED THAT:**

(A) The Company intends to open and/or avail of trading account(s) with UOB Kay Hian Private Limited ("**UOBKH**"); and

(B) The directors have carefully reviewed the following documents:

1. Corporate Account Application Form For Opening of Trading Account(s)
2. Master Trading Agreement
3. Risk Disclosure Statements

(The Master Trading Agreement (including any addendum) shall be referred to as the "**Master Terms**" which expression shall include amendments, variations and supplements from time to time). The Corporate Account Opening Form for Opening of Trading Account(s) and the Risk Disclosure Statements together with the Master Terms shall be collectively referred to as the "**Account Opening Documents**")

**IT WAS RESOLVED:**

1. That the contents of the Account Opening Documents be and are hereby approved;
2. That one or more Accounts and/or sub-accounts for Transactions (both expressions as defined in the Master Terms) be opened by the Company in its own name with UOBKH or with a depository agent, now or at any time hereafter, subject to and in accordance with the Account Opening Documents and such rules, guidelines and documents of UOBKH in connection with and/or applicable to the Transactions (as defined in the Master Terms).
3. Each of the following persons whose names and specimen signatures appear below is an authorised representative (the "**Authorised Representative**"):
  - i) **Name:** \_\_\_\_\_ **Date of Birth (DD/MM/YY):** \_\_\_\_\_ **NRIC/Passport No.:** \_\_\_\_\_  
**Country of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Residential address:** \_\_\_\_\_
  - ii) **Name:** \_\_\_\_\_ **Date of Birth (DD/MM/YY):** \_\_\_\_\_ **NRIC/Passport No.:** \_\_\_\_\_  
**Country of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_  
**Designation:** \_\_\_\_\_ **Signature:** \_\_\_\_\_  
**Residential address:** \_\_\_\_\_

iii) **Name:** \_\_\_\_\_ **Date of Birth (DD/MM/YY):** \_\_\_\_\_ **NRIC/Passport No.:** \_\_\_\_\_

**Country of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Designation:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential address:** \_\_\_\_\_

iv) **Name:** \_\_\_\_\_ **Date of Birth (DD/MM/YY):** \_\_\_\_\_ **NRIC/Passport No.:** \_\_\_\_\_

**Country of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Designation:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential address:** \_\_\_\_\_

v) **Name:** \_\_\_\_\_ **Date of Birth (DD/MM/YY):** \_\_\_\_\_ **NRIC/Passport No.:** \_\_\_\_\_

**Country of Birth:** \_\_\_\_\_ **Nationality:** \_\_\_\_\_

**Designation:** \_\_\_\_\_ **Signature:** \_\_\_\_\_

**Residential address:** \_\_\_\_\_

4. That each Authorised Representative be and is hereby authorised for and on behalf of the Company, to complete, sign (under hand or under the common seal of the Company as appropriate) and submit the Account Opening Documents, any forms, notices, instruments and all documents in connection with, incidental or ancillary to the opening of the Account(s) for and on behalf of the Company;
5. That each Authorised Representative be and is hereby authorised (i) to negotiate and approve any amendment, alteration, modification, extension or renewal made to the Account Opening Documents and to sign all instruments and all relevant documents in relation thereto from time to time and that signing thereof be conclusive evidence of such approval and (ii) to give any and all acknowledgements, confirmations and information required by UOBKH for the purposes of approving and processing the application for account opening;
6. That each Authorised Representative be and is hereby authorised to:
  - (i) apply and/or request for additional services to be provided by UOBKH and to arrange for the provision by UOBKH of any present or future products, services or facilities of whatever nature and the execution of all documentation in connection therewith;
  - (ii) apply for access to any internet trading system (which shall include any form of electronic service or trading platforms or Technology (as described in the Master Terms) offered by UOBKH or by third parties through UOBKH) (the "**Trading System**") and conduct trades on any of the Company's Account(s) through the Trading System in accordance with the Master Terms and the Terms and Conditions Governing Internet Trading (as published on [www.utrade.com.sg](http://www.utrade.com.sg)) and complete, sign and submit application form(s) including any forms, notices, instruments and all documents in connection with, incidental or ancillary to such access to the Trading System on behalf of the Company;
  - (iii) give instructions and authorisations to UOBKH and/or third party vendors as required for the purposes of and/or incidental to the provision, access and/or use of Trading System and/or Technology (as defined in the Master Terms);

- (iv) give instructions (which instructions shall include directing the disposition and withdrawal of funds and other assets in such Account(s) and transfer such funds and assets to any person(s) (which term shall refer to an individual(s) or a company(ies) as the case may be) as an Authorised Representative may indicate in a written instruction to UOBKH) to UOBKH in connection with the operation of one or more Accounts, such as but not limited to opening and/or maintaining Account(s) for the purposes of trading in any Transaction and/or for custody of the Company's assets and property on a segregation for convenience basis or otherwise and/or closing one or more Accounts;
- (v) execute all documentation necessary to effect transfer and assignments in connection with any and all Transactions by the Company and shall have full authority to bind the Company with effect to any and every Transaction;
- (vi) do any and all acts necessary to give effect to any Transaction (as defined in the Master Terms) or to effect compliance with the Company's obligations under the Master Terms;
- (vii) exercise all discretion and to do all acts and things necessary or expedient in relation to the opening of the Accounts for and on behalf of the Company and to give effect to all other matters referred to in these Resolutions.

7. That UOBKH be entitled to assume that any communication including Orders (as defined in the Master Terms) effected through the Trading System using the Password (as defined in the Master Terms) are effected and authorised by the Company.

8. That each of the persons whose names and specimen signatures appear below are authorised traders (the "**Authorised Traders**"):

	Name of Person	NRIC/Passport No.	Designation	Specimen Signature	Contact No.
					Country Code
a.	_____	_____	_____	_____	+( ) _____
					Country Code
b.	_____	_____	_____	_____	+( ) _____
					Country Code
c.	_____	_____	_____	_____	+( ) _____
					Country Code
d.	_____	_____	_____	_____	+( ) _____
					Country Code
e.	_____	_____	_____	_____	+( ) _____

9. That each Authorised Trader be authorised to:

- (i) give, deliver or make Orders and/or enter into Transactions in relation to the relevant financial product(s)
- (ii) transact on behalf of the Company amounts and values based on the trading limit granted by UOBKH as may be revised by UOBKH from time to time in its sole discretion;
- (iii) give, deliver and/or make such instructions, authorisations, acknowledgements, requests, applications orally or in writing (including by electronic means) as may be necessary or expedient in connection therewith on behalf of the Company for the Account(s);
- (iv) deal in and direct trades in such Account(s) including for the purposes of entering into Transactions and/or fulfilling Margin (as is defined in the Master Terms) requirements under the Account Opening Documents;
- (v) (where applicable) confirm correctness of Transactions and to instruct on the further maintenance, squaring, roll-over, off-setting, settlement, netting, delivery and/or closing of Transactions including, but not limited to, the liquidation of positions and the exercise, abandonment or closing of options); and
- (vi) instruct and deal fully with UOBKH with respect to such Accounts and Transactions (which shall be binding on, and conclusive as to being acts of, the Company); and

- \*(vii) direct the disposition and withdrawal of funds and other assets in such Account(s) and transfer such funds and assets to any person(s) (which term shall refer to an individual(s) or a company(ies) as the case may be) as an Authorised Trader may indicate in a written instruction to UOBKH

**\*Please delete if not applicable**

10. That any and all actions of the Company, or any director or officer, taken in connection with the actions contemplated by the foregoing Resolutions prior to the execution hereof including, but not limited to, the entering into of any transactions of any description by the Company with UOBKH be and are hereby ratified, confirmed and approved and adopted in all respects as fully as if such action(s) had been presented to for approval, and approved by, the board of directors prior to such action being taken.
11. That this Resolution be communicated to UOBKH and shall remain in force until amending Resolutions be passed by the board of directors and a certified copy thereof shall have been duly received and acknowledged in writing by UOBKH, and UOBKH shall be indemnified from any loss suffered or liability incurred by it in continuing to act in pursuance of these Resolutions where no such amending Resolutions have been duly received and acknowledged in writing by UOBKH. UOBKH is further entitled and expected to rely on these Resolutions as conclusive that the matters resolved herein are in the interests of the Company and resolved on an informed basis.

Certified True Extract of Minutes

\_\_\_\_\_  
Director  
Name:

\_\_\_\_\_  
Director/Secretary  
Name: