

**Please use Company's Letterhead**

## **BOARD RESOLUTION FOR BANKING PRODUCTS FOR COMPANY INCORPORATED IN MALAYSIA**

Registered Business Name & No.:

(Incorporated in Malaysia)

Please check (✓) one where applicable:

- ☐ Extract of Minutes of Board Meeting held on \_\_\_\_\_
- ☐ Directors' Circular Resolution dated \_\_\_\_\_ pursuant to Article \_\_\_\_ of the Company's Articles of Association / Constitution
- ☐ Directors' Circular Resolution dated \_\_\_\_\_ pursuant to the Third Schedule of the Companies Act 2016

### **IT IS HEREBY RESOLVED:**

That approval be and is hereby given to the Company to accept the banking products granted by Bank Muamalat Malaysia Berhad ("Bank") of **[insert Address of Bank Muamalat Branch]**, upon the terms as stipulated in the product documents and terms and conditions (documents which shall include the expression of such other documents and conditions as may be issued by the Bank to the Company thereafter in substitution thereof or in addition or amendment or variation thereto).

### **AUTHORISED PERSON(S)**

That the person(s) details provided in the specimen signatures in Appendix A, be appointed as the Authorised Person(s) of **[insert customer name]** ("Company") to have authorities to exercise and perform the following powers and activities in the name and on behalf of the Company, and any [one / two] of the Authorised Person(s) is/are hereby authorised:-

#### **1. Banking with BMMB:**

To represent the Company in all its dealings with the Bank, including all their subsidiaries, branches, affiliates, located in Malaysia and/or overseas ("Bank");

#### **2. Bank Accounts:**

- (a) To open, maintain and operate, from time to time, any number and type of bank accounts in any currencies with the Bank ("Accounts") where the Accounts are Shariah-compliant, they shall be based on the applicable Islamic principles,
- (b) To deal with funds deposited therein as the Authorised Person(s) see fit, and (c) To close, novate or otherwise deal on behalf of the Company with the Accounts;

#### **3. Accounts Authorised Signatories:**

- (a) To appoint such person(s) as authorised signatories in respect of the Accounts ("Accounts Authorised Signatories") and to set their signing conditions and limits\* ;
- (b) To revoke the appointment of, and to replace, any Accounts Authorised Signatories;
- (c) To vary the signing conditions and limits of any Accounts Authorised Signatories; AND the Bank be authorised to pay cheques, bill of exchange, promissory notes or other orders for payment drawn, signed and accepted or made on behalf of the Company or accept any other instruction (whether in writing, electronically or by any other agreed means) in relation to the Accounts, whether such Accounts be in credit or overdrawn, provided that such cheques, bills, promissory notes, orders,

instruction or receipts are signed by the Accounts Authorised Signatories in accordance with the signing conditions and limits;

#### **4. Products and Services:**

(a) To obtain from the Bank any Shariah-compliant products and services relating to, but without limitation, payments, supply chain and receivable purchase/ finance, trade finance related services, liquidity services, cash management services (e.g. cash concentration, target balancing, notional or physical cash pooling, profit/ return enhancement arrangement and others), card programme ("Card Programme") and such other products and services howsoever named that are offered by the Bank from time to time (individually and collectively, "Services");

(b) To link the Services to any or all Accounts, wherever required; AND (c) To have full authority (including delegation of such authority) to decide, negotiate and agree to the structure and arrangement of such Services with the Bank (including assigning limit and deciding the users/cardholders to the relevant Services, wherever required);

#### **5. \*\*Channels:**

(a) To subscribe for internet/ electronic platform and/or any other types of banking channels offered by the Bank ("Channels"), from time to time, and to access, manage and/or transact on the Accounts and/or Services; AND

(b) To take all necessary actions including, without limitation, to have full authority (including the delegation of such authority), to authorise any third parties (including, without limitation, any affiliates of the Company and any person(s) appointed by such affiliates) to administer, manage and/or access the Channels (including the appointment and change of administrator(s) and user(s) in the Channels) on behalf of the Company for the purpose of accessing, transacting and use any Accounts and/or of amending any Services; For above purpose, (i) Accounts and Services shall include such accounts and services of any affiliates of the Company participating in the Channels; AND (ii) the Company acknowledges that the signing conditions and limits assigned to the Accounts Authorised Signatories will not be applicable to the transactions made through the Channels.

#### **6. System Admin:**

(a) The Authorized Person to authorize the appointment of the admin maker and admin authorizer ("System Admin" stated in the Channels application form. In the event of the replacement of any of System Admin, the Company hereby authorizes the Authorised Person to appoint such replacement personnel from time to time,

(b) The Authorised Person acknowledge and agree that through the appointment of System Admin, as well as the creation of the end-user by admin maker and admin authorizer, the Company authorizes System Admin to act for and on behalf of the Company to access and/or use the Channels, including without limitation the acceptance of terms and conditions or submission of forms, applications or documents, whether physically, electronically or otherwise, AND

(c) The Authorised Person authorise the Bank to issue to System Admin and to accept on the Company's behalf, the passwords, tokens, digital certificate and any other identifiers or security codes required by the Company for access and/or use of the Channels.

#### **7. Financing/ Facilities:**

(a) To obtain from the Bank any form of Shariah-compliant financing/ facilities, including financing/ facilities relating to trade (import and export) and hedging arrangement and bank guarantee, standby letter of credit, documentary credit issuance and any other unfunded facilities (individually and collectively "Financing/ Facilities"), and in any currencies, not exceeding an aggregate limit of Ringgit Malaysia \_\_\_\_\_ (or its Ringgit Malaysia equivalent);

(b) To accept the Letter of Offer dated \_\_\_\_\_ which shall include the expression of such other letters as may be issued by the Bank to the Company thereafter in substitution thereof or in addition or amendment or variation thereto for and on behalf of the Company; AND

(c) To operate the facility from time to time on behalf of the Company.

#### **8. Security:**

(a) In respect of the Financing/ Facilities granted to the Company or other related entities, To provide any form of security in favour of the Bank (including without limitation guarantees, pledges, liens,

assignments, charges, debentures, set-off, negative pledge, indemnity and other forms of collateral), and including the creation of security interest over the assets of the Company ("Security"); AND  
 (b) To execute all relevant documents with respect to the facility as may be required by the Bank for and on behalf of the Company.

### **9. Treasury Products & Financial Transactions:**

To subscribe for, and/or to enter into, any Shariah-compliant products (including without limitation placement of funds on wholesale money market deposits and any other money market deposits, investment in any forms of structured products and entry into repurchase transaction (repo), sell and buy agreement transactions) and any derivatives/ hedging transactions (including without limitation transactions relating to foreign exchange, profit rates, equities, debentures, credit derivatives, commodities, bullion and any other financial instruments on any basis and in any form whatsoever) with the Bank, where the Bank may be a counterparty or serves as an agent of the Company (collectively and individually, "Treasury & Financial Transactions"); AND To appoint (including subsequently revoking such appointment and to replace) such person(s) and to set the signing conditions of such person(s) to do the following for and on behalf of the Company:

- (a) To negotiate, deal in and/or enter into, and issue all instruments and communications whatsoever relating to or in connection with the Treasury & Financial Transactions, whether verbally or through electronic messaging or dealing system(s) (including dealing system offered by third party and the Bank's own dealing system platform);
- (b) To execute, sign and deliver all instructions and communications whatsoever relating to or in connection with the Treasury & Financial Transactions, including without limitation applications of, subscription for, transfer of and any other forms, indemnities, documents, agreements, acknowledgements and trade confirmation, of the Transactions;
- (c) To appoint and authorize such person(s) who may sign the deal confirmation, any letters, documents, notices and/or wa'd schedules confirming the transaction) for the Treasury & Financial Transactions, where applicable, and to specify the manner of such signing;
- (d) To authorize the Bank to debit the Company's Accounts for any charges, costs or any other accounts payable by the Company to the Bank in relation to the Treasury & Financial Transactions, and to deduct such charges, costs, or amounts from any monies due from the Bank to the Company; and (e) To generally do all things necessary in relation to the Treasury & Financial Transactions with the Bank;

### **9. Signing of Documents:**

To sign and deliver Bank's physical form(s) for and on behalf of the Company, all and any types of forms, terms and conditions, agreements, transaction documents, undertakings, indemnities, waivers, consents, notices, authorisation, instructions, communication, confirmation, deeds, certificates, instruments, utilization requests, termination notices and documents in connection with, or incidental to, the \*\*\*[Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and Treasury & Financial Transactions];

### **10. Authorisation/ Consent For Information:**

- (a) To give such authorisation and/or consents required or requested by the Bank for the provision, processing or sharing of information, statements, information or other data relating to the Company (including persons connected to the Company), Delete if not applicable \*\*\* Delete whichever not applicable [Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions] to any third party (whether by electronic or other means);
- (b) To appoint and authorise the Bank to appoint user(s) ("Authorised Users") for the respective Services and to revoke the appointment of the Authorised User(s) based on the written instruction given from time to time by the Authorised Person of the Company; AND
- (c) To appoint and authorise the Bank to maintain the transaction limits and signing conditions. The Bank is authorised to maintain the transaction limit and signing condition that is specified in the written instructions given from time to time by the Authorised Person of the Company.

### **11. Filing & Declarations:**

To sign and deliver (whether in physical form or electronic form), for and on behalf of the Company, any tax forms or filings or declaration with respect to tax or any trade, economic or financial sanctions,

laws, regulations, embargoes required in connection with the provision of the [Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions], where applicable;

**12. Best Interest Certification:**

To certify, for and on behalf of the Company, at the Bank's request, that the acceptance of, or entry into, any banking products and services and any transactions with the Bank, based on the terms and conditions set out in the relevant agreements or documents, is in the best interest of, and would benefit, the Company and that such terms and conditions have been duly authorised and approved by the Company;

**13. Authority to Act:**

To generally do all things necessary in relation to, or to give effect to, the [Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions];

**14. Delegation of Authority:**

To delegate (including the subsequent revocation of such delegation) all or any of their powers and authority given herein to any person(s), and such delegation shall not prejudice the powers and authority given herein to the Authorised Person(s); and

**15. Amendments & Revocation:**

To amend, terminate, withdraw or revoke any of the above in accordance with their respective terms;  
\*\*\*\*

\*\*\*\*COMMON SEAL THAT in the event that any document or instrument to be executed by Company pursuant or incidental to the [Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions] (if necessary) to be executed under the Common Seal of the Company, authority be and is hereby given for the affixing of the Common Seal of the company on any such document or instrument and that the Common Seal be affixed thereto in accordance with the conditions and limitations of the Company's [Articles of Association or Constitution]; OTHERS THAT to the extent that any acts and/or things have already been implemented or carried out by or on behalf of the Company in connection with the foregoing resolutions, such acts and/or things are hereby authorised and ratified; AND THAT a copy of these resolutions be furnished to the Bank and that it shall remain in force until receipt by the Bank of a copy of resolutions certified by the Company Secretary revoking or modifying these resolutions, and the Bank (including its directors, employees and authorised representatives) shall be indemnified and kept harmless by the Company from any loss suffered or liability incurred by the Bank (including its directors, employees and authorised representatives) by continuing to act according to these resolutions where the Company has failed to provide notice to the Bank of such revocation or modification.

For an unincorporated joint venture, this amending resolution shall be accompanied with a resolution in identical terms passed by the Board of Directors of \_\_\_\_\_ (insert name of joint venture partner)]

**APPROVAL BY BOARD OF DIRECTORS (applicable for a Director's Circular Resolution)**

Signed by :	Signed by :
Signed by :	Signed by :

**Notes:**

- 1 Directors' Circular Resolution to be signed by Directors according to the Company's Articles of Association/Constitutions
2. Extract of Minutes to be signed by minimum ONE (1) Director and Company Secretary.

**APPENDIX A**

Name as per NRIC/Passport: Designation: NRIC/Passport No:	Specimen signature
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Name as per NRIC/Passport: Designation: NRIC/Passport No:	Specimen signature
Name as per NRIC/Passport: Designation: NRIC/Passport No:	Specimen signature
<u>Signing Condition:</u>	

I, \_\_\_\_\_, the Company Secretary of **Signed by:**  
 \_\_\_\_\_ hereby certify that the  
 above is a list of the \*\* current Directors / \*\*  
 Authorised Persons of the Company, as referred to in  
 the Board Resolution dated \_\_\_\_\_ together  
 with their respective specimen signatures. I  
 undertake to notify the Bank in writing in the event of  
 any changes to the above as long as the Company has  
 an account with the Bank, and until the receipt of  
 such notification, the Bank is entitled to rely on the **Date:**  
 above.