

ACCOUNTS, FACILITIES AND SERVICES RESOLUTIONS

To: MariBank Singapore Private Limited

CERTIFIED TRUE EXTRACT OF RESOLUTIONS

I/We the undersigned, hereby certify that in respect of _____¹ (UEN: _____²) (the “**Applicant**”), the following resolutions dated _____³ (the “**Resolutions**”) have been duly adopted and passed by (whichever is applicable):

- **where the Applicant is a corporation**, the board of directors of the Applicant in accordance with its constitutive documents;
- **where the Applicant is a Limited Liability Partnership (“LLP”), Limited Partnership (“LP”) or partnership**, the partners of the Applicant in accordance with its LLP agreement, LP agreement or partnership agreement (as the case may be); or
- **where the Applicant is a Sole Proprietorship which is a corporation**, the board of directors of such corporation in accordance with its constitutive documents,

which Resolutions are now in full force and effect.

RESOLVED THAT:

Appointment of Banker

1. MariBank Singapore Private Limited (the “**Bank**”) be and is hereby appointed as banker of the Applicant.

Accounts and Services

2. The Applicant is hereby authorised to, from time to time, open, operate, and/or close any number of accounts of any type and in any currency with the Bank, including without limitation any accounts used for the purposes of any facility, product or service that the Bank may make available to the Applicant such as the Mari Business Account, other current accounts, savings accounts, fixed deposit accounts, structured deposit accounts and/or any accounts relating to any of the Facilities or Services (each as defined below) (collectively, the “**Accounts**” and each, an “**Account**”), in accordance with and subject to such terms and conditions as may be prescribed by the Bank and as amended, varied or supplemented from time to time.
3. The Applicant is hereby authorised to, from time to time, apply for, use and/or terminate, any products or services as may be offered and made available by the Bank from time to time to the Applicant, including without limitation products or services made available on the Bank’s digital banking platforms, mobile banking or other applications, customer service centres and/or such other platforms or applications approved by the Bank, including any payment services, cash management services, investment products and services, financial advisory services, fund management services, product financing services, insurance related services, brokerage services, securities borrowing and lending services, escrow services, custodial services and trustee services (collectively, the “**Services**” and each, a “**Service**”), and to agree to such terms and conditions as may be prescribed by the Bank and as amended, varied or supplemented from time to time.
4. In applying for and dealing with the Accounts and/or the Services from the Bank as aforementioned, the Applicant does so in good faith and for the legitimate purpose of carrying on its business, and there are reasonable grounds for the Applicant to believe that applying for and dealing with the Accounts and/or the Services from the Bank and the assumption and performance by the Applicant of its obligations under the relevant terms and conditions as may be prescribed by the Bank will be in the best interests of, and of commercial benefit to, the Applicant.

¹ Insert name of Applicant.

² Insert UEN of Applicant.

³ Insert date of Resolutions passed.

Facilities

5. The Applicant is hereby authorised to, from time to time, apply for, obtain, use and/or cancel, any loan, banking or credit facilities as may be offered and made available by the Bank from time to time to the Applicant, including without limitation the Mari Business Loan, any advances by way of cash, credit, loan, overdraft, discounting of bills, opening letters of credit, trust receipts, banker's guarantees, shipping guarantees or any other loan products or banking or credit facilities (collectively, the "**Facilities**" and each, a "**Facility**"), and to agree to such terms and conditions as may be prescribed by the Bank and as amended, varied or supplemented from time to time.
6. The Applicant is hereby authorised to: (i) pledge, charge, assign, mortgage, endorse, guarantee and/or deliver on any terms as security for any Facilities borrowed or obtained from the Bank and all monies and liabilities (whether actual, contingent or otherwise) owing or payable by the Applicant to the Bank from time to time thereunder, all or any of the assets of the Applicant, including but not limited to stocks, bonds, bills receivable, accounts, mortgages, merchandise, bills-of-lading, warehouse receipts, insurance policies, certificates and/or any other property held by or belonging to the Applicant with full authority to pledge, charge, assign, mortgage, endorse, guarantee and/or deliver the same in the name of the Applicant (collectively, the "**Security**"); (ii) discount any bills receivable or any document held by the Applicant with full authority to endorse the same in the name of the Applicant; and (iii) withdraw from the Bank and give receipts for, and deal with or authorise the Bank to deliver to the bearer or to one or more designated persons, all or any documents and securities or other property held by it, whether held as collateral security, for safekeeping or any other purpose.
7. The Applicant is solvent, and in applying for, obtaining and using the Facilities granted by the Bank and providing the Security to the Bank as aforementioned, the Applicant does so in good faith and for the legitimate purpose of carrying on its business, and there are reasonable grounds for the Applicant to believe that applying for and using the Facilities granted by the Bank, providing the Security to the Bank, and the assumption and performance by the Applicant of its obligations under the relevant terms and conditions as may be prescribed by the Bank will be in the best interests of, and of commercial benefit to, the Applicant.
8. The borrowing of the Facilities and the provision of Security do not conflict with, and will not result in a violation of, any provision in the Applicant's constitutive documents.

Approved Persons

9. The persons specified in the Appendix hereto (together, the "**Approved Persons**" and each, an "**Approved Person**") are each, according to the signing conditions set out in the Appendix, hereby authorised for and on behalf of the Applicant to:
 - a) open, operate (including for the avoidance of doubt, withdrawing and transferring of moneys to any party) and/or close any Accounts, and provide related instructions in any manner, including by signature (including electronic signature) or through telephone or electronic means such as using Personal Identification Numbers ("**PINs**"), computer terminals, mobile equipment, electronic mail, tokens or other means or platforms, that the Bank may prescribe from time to time in respect of the Accounts;
 - b) apply for, use and/or terminate the use of any Services, and provide related instructions in any manner, including by signature (including electronic signature) or through telephone or electronic means such as using PINs, computer terminals, mobile equipment, electronic mail, tokens or other means or platforms, that the Bank may prescribe from time to time in respect of the Services;
 - c) apply for, obtain, use and/or cancel the use of any Facilities, and in connection therewith: (i) pledge, charge, assign, mortgage, endorse, guarantee and deliver to the Bank any Security as the Bank may require; (ii) sign, seal, deliver and/or register on behalf of the Applicant, all documents and forms (including without limitation, drawdown requests, notes, drafts, acceptances, letters of pledge, charges, indemnities, guarantees, deposits, trust receipts and hypothecations) relating to any Facilities or Security as the Bank may require; and (iii) give valid receipts and full discharges to the Bank for any Security, monies or other documents released by the Bank to the Applicant;

- c) provide the Bank with such information, reports and/or any other documents on behalf of the Applicant as the Bank may request;
 - d) negotiate, accept, execute, submit and deliver all relevant application forms, terms and conditions, agreements, instruments, writings, assurances and any other documents as may be necessary, expedient or desirable in respect of the Accounts, the Facilities (including any Security to be provided thereunder) and/or the Services, and any other matters in relation thereto or set out herein (including any such modifications, amendments, variations and/or additions thereto), and take any other actions as necessary, expedient or desirable in relation to the Accounts, the Facilities (including any Security to be provided thereunder) and/or the Services;
 - e) acknowledge all types of debts on behalf of the Applicant; and
 - f) appoint, add, remove and/or replace any persons (including themselves) as signatories and/or users of the Accounts, the Facilities and/or the Services (together, the "**Authorised Users**" and each, an "**Authorised User**"), set and determine the mandate or authority of the Authorised Users, and confirm their appointment and certify such particulars as the Bank may require.
10. Any amendment to the list of Approved Persons, their authority and/or signing conditions shall only be made by new resolutions duly passed by the Applicant and communicated to the Bank, which shall be given a reasonable period of time to effect such amendment.

Authorised Users

11. The Authorised Users are hereby authorised to perform the following acts for and on behalf of the Applicant, according to the signatory requirements and limits set by the Approved Person(s) and set out in writing to the Bank:
- a) act as authorised signatories of, and to operate any Accounts and/or use any Facilities and Services, including to view Account and Facility details, balances and transactions, perform withdrawals or fund transfers to any party, make loan drawdown requests and view and download e-statements or other electronic advices, notices and documents; and
 - b) provide related instructions to the foregoing in any manner, including by signature (including electronic signature) or through telephone or electronic means such as using PINs, computer terminals, mobile equipment, electronic mail, tokens or other means or platforms, that the Bank may prescribe from time to time in respect of the Accounts, the Facilities and/or the Services.
12. Any amendment to the list of Authorised Users and their authority shall only be made by written notice given by the Approved Person(s) signing according to the signing conditions set out in the Appendix hereto and communicated to the Bank, which shall be given a reasonable period of time to effect such amendment.

Authority to accept Loan Offers

13. Notwithstanding anything to the foregoing, any one Approved Person signing singly is hereby authorised for and on behalf of the Applicant to negotiate, accept, execute, sign and/or deliver the Applicant's acceptance of any loan offers relating to a Facility that the Bank may issue to the Applicant, as amended, varied or supplemented from time to time (collectively, the "**Loan Offers**" and each, a "**Loan Offer**"):
- a) indicating the Applicant's acceptance of such Facility to which the Loan Offer relates and its terms thereof, such as its limit, tenor, interest rate and fees (as applicable);
 - b) indicating the Applicant's agreement to all renewals, variations (including revision of limits, tenor, interest rate and/or fees relating to such Facility), restructuring, rescheduling, interchange and/or substitution of such Facility; and

- c) indicating the Applicant's agreement to any amendment, variation or supplement of all other terms and conditions relating to such Facility, including any new or further provision of Security as the Bank may require.

Authorisation to Bank to debit Accounts and accept instructions

14. The Bank is hereby authorised by the Applicant to:

- a) act on any instructions, directions or orders (including drawdown requests) given in respect of the Accounts and/or the Facilities, including to debit the Accounts upon any such instructions, directions or orders, whether the Accounts are in credit or overdrawn or may become overdrawn in consequence of such debit, provided that such instructions, directions or orders are given or signed by the Approved Person(s) and/or the Authorised User(s) acting within the limits and scope of their authority as communicated under these Resolutions or otherwise in writing to the Bank;
- b) debit from the Accounts all and any amounts due and payable to the Bank under or relating to the Facilities, including but not limited to instalment payments, capital repayments and interest thereon, as well as any commissions, costs, fees, charges and expenses therefrom, whether the Accounts are in credit or overdrawn or may become overdrawn in consequence of such debit;
- c) honour all withdrawal, payment or drawdown requests made by the Applicant without inquiry as to the circumstances or being liable in any way in respect of such withdrawal, payment or drawdown, even if such withdrawal, payment or drawdown is for the benefit or the individual order of the person(s) signing, or payable to the Bank or any other person(s) for his/their account or tendered in payment of his/their obligations;
- d) complete all such banking transactions requested through the use of PIN(s), tokens, security code(s) and/or signature (including electronic signature), including but not limited to making credits to, debits or transfers from the Accounts, drawdowns from the Facilities and/or any other banking transactions which the Bank together with any third party may make available to PIN, token or security code holders from time to time, whether such Accounts or Facilities are in credit or overdrawn or may become overdrawn in consequence of such debits; and
- e) accept and act on any notices, transactions, communications and instructions which the Bank believes to have been made or given by or on behalf of the Applicant, whether given orally, or by means of computer terminals, mobile equipment, telephone, electronic mail or through any other form of electronic communications acceptable to the Bank, and the Applicant shall indemnify the Bank in consideration of the Bank agreeing to accept and act at the Applicant's request on such notices, transactions, communications and instructions.

Certification and communication of resolutions

- 15. These Resolutions and the authority and powers given to each person in these Resolutions (including the Approved Person(s) and/or the Authorised User(s)) shall continue with full force and effect to bind the Applicant vis-à-vis the Bank, until the Bank receives a certified true copy or extract of the resolutions duly passed by the Applicant (the "**Revocation Resolutions**") revoking these Resolutions and/or any such authority and power, and provided that the Bank shall have a reasonable period of time from the receipt of such Revocation Resolutions to effect all necessary changes. For the avoidance of doubt, before the Bank has done the foregoing, the Bank may act in reliance on the mandates in force under these Resolutions or otherwise prior to the receipt of the Revocation Resolutions and shall be indemnified and held harmless from any loss suffered or liability incurred by the Bank in continuing to act pursuant to these Resolutions.
- 16. The Bank shall be furnished with a true copy of the Applicant's constitutive documents as the Bank may require, certified in such form and substance satisfactory to the Bank as the Bank may specify.
- 17. The Applicant has obtained or will obtain all necessary and appropriate consents, authorisations, licences and approvals from government and public authorities (where applicable) for the purposes of applying for, operating and/or using the Accounts, the Facilities and/or Services and

all transactions contemplated hereunder.

18. The Applicant consents to the Bank conducting any credit checks on the Applicant and obtaining from and/or verifying with any person any information relating to the Applicant.
19. Where applicable, the common seal of the Applicant shall be affixed to any agreements, instruments or other documents relating to the Accounts, the Facilities (including any Security to be provided thereunder), the Services and/or any other matters set out herein in accordance with the Applicant's constitutive documents. Where applicable, authority be and is hereby given to execute any document described to be or expressed as a deed (whether by affixing a common seal onto such document or otherwise) by any two directors or a director and the company secretary of the Applicant or a director of the Applicant in the presence of a witness in accordance with the Applicant's constitutive documents or section 41B of the Companies Act 1967 (as applicable).
20. As between the Applicant and the Bank:
 - a) where the Applicant is a corporation with at least two directors, any two directors, or one director and one company secretary, or such person(s) authorised under its constitutive documents;
 - b) where the Applicant is a corporation with a single director, the sole director or such person(s) authorised under its constitutive documents;
 - c) where the Applicant is a Limited Liability Partnership ("LLP"), Limited Partnership ("LP") or partnership, all its partners, or such persons authorised under its LLP agreement, LP agreement or partnership agreement; or
 - d) where the Applicant is a sole proprietorship which is a corporation, any two directors, or one director and one company secretary, or such person(s) authorised under its constitutive documents,

be and are hereby authorised to certify to the Bank:

- (i) that the list of Approved Person(s) is authorised as aforesaid, and that such Approved Person(s) are present officers of the Applicant occupying the positions stated and that the signatures (including electronic signatures) are those of the respective Approved Person(s); and
- (ii) that a true copy or extract of any resolution (including these Resolutions) has been duly passed by the Applicant in connection with the Accounts, the Facilities and/or the Services, and such certifications may be relied upon the Bank as conclusive evidence of the passing of the resolutions so certified and that such resolutions are adopted, have been duly entered into the minute book and have not been rescinded, modified or suspended.

We, the undersigned, hereby certify the foregoing resolutions as true on behalf of the Applicant:

Name⁴:
ID number⁵:
Designation:
Date:

Name⁶:
ID number⁷:
Designation:
Date:

⁴ As per ID document

⁵ NRIC/Passport/FIN

⁶ As per ID document

⁷ NRIC/Passport/FIN

APPENDIX

SIGNING CONDITIONS OF THE APPROVED PERSON(S) EXCLUDING (I) SETTING LIMITS FOR WITHDRAWALS AND TRANSFERS OF MONIES AND (II) ACCEPTING LOAN OFFER: [SINGLY / ANY 2 JOINTLY]⁸
SIGNING CONDITIONS OF THE APPROVED PERSON(S) IN RELATION TO (I) SETTING LIMITS FOR WITHDRAWALS AND TRANSFERS OF MONIES AND (II) ACCEPTING LOAN OFFER: SINGLY
PARTICULARS OF THE APPROVED PERSON(S)
Name (As per ID document): _____ ID number (NRIC/Passport/FIN): _____ Designation: _____
Name (As per ID document): _____ ID number (NRIC/Passport/FIN): _____ Designation: _____

Note to the Applicant: The general form of the accounts, facilities and services resolutions is set out above for your use. Please adapt and align the same in accordance with your constitutive documents as applicable.

⁸ Delete as applicable.