



Maybank



**Maybank
Islamic**

FOR NEW TO BANK CLIENT ONLY

PART A: **SPECIMEN BOARD RESOLUTION TEMPLATES**

There are 2 types of Specimen Board Resolution,

- 1) *Extract of Directors' Resolution*
- 2) *Directors' Resolution*

Please select either of this Specimen Board Resolution, complete and sign accordingly as stated in Constitution or accordance with the provisions of the Companies Act 2016.

Note: This is applicable to new customers for any account opening including Fixed Deposit Accounts and/or subscription of Maybank2E-Regional Cash, Maybank2E-TradeConnex, Maybank2U Biz and/or Maybank Autocredit.

PART B: **AUTHORISATION LETTER**

Please complete Authorisation Letter to appoint the signatory to the accounts and submit together with the Board Resolution at the Branch you wish to open the account. This Authorisation letter is to be signed by a sole Director / minimum of any (TWO)2 Directors in accordance with the Board Resolution.*

❖ **SPECIMEN BOARD RESOLUTION**

❖ Asterisk denotes selection choice - Please choose accordingly and to delete all asterisks, notations and non-applicable terms.

❖ To delete all Notes from actual print-out.

[NAME OF THE COMPANY]
(Company Number / Registration Number: [■])

Extract of [Directors' Resolutions in writing passed on _____ [date resolutions are passed] / Minutes of a Meeting of the Board of Directors of the Company held on _____ [date of meeting]]* in accordance with the Company's Constitution or in accordance with the provisions of the Companies Act 2016.

RESOLVED:

- (1) That it is in the best interests of the Company to:
 - (a) open, maintain and/or hold any accounts in any currency(ies) ("Accounts") with Malayan Banking Berhad and/or Maybank Islamic Berhad (jointly or individually referred to as the "Bank") for and on behalf of the Company subject to and in accordance with the terms and conditions governing the Accounts, as may be amended from time to time by the Bank;
 - (b) obtain and accept from the Bank the offer of any banking and/or electronic banking service(s), cash management service(s) and/or trade finance service(s) or such other services of a similar nature howsoever named (e.g. Maybank2E-Regional Cash, Maybank2E-TradeConnex, Maybank2U Biz and/or Maybank Autocredit) ("Services") subject to and in accordance with the terms and conditions of the Bank as set out in any relevant application form or letter of offer or such other document having similar effect for the Services; and
 - (c) in future, obtain and accept from the Bank the offer of other Services ("Future Services") subject to and in accordance with the terms and conditions of the Bank as set out in any relevant application form or letter of offer or such other document having similar effect for the Future Services.
- (2) That the acceptance of any documents including but not limited to any solution and pricing proposal in connection with any or all the Services prior to the passing of these Resolutions for and on behalf of the Company be and are hereby confirmed and ratified.
- (3) **Accounts**
 - (a) **That a sole Director / minimum of any TWO (2) Directors*** shall be authorised to appoint any one (1) or more persons to be the authorised Signatory in respect of the Accounts ("Authorised Signatory For Accounts") by written notification in the form and manner acceptable to the Bank.
 - (b) That the Authorised Signatory For Accounts shall be subject to the signing mandates as determined by the Company and authorised to:
 - (i) open, operate and/or close any Accounts;
 - (ii) negotiate, sign, seal and/or deliver any documents and/or agreements in connection with and/or incidental to any or all Accounts, if any ("Account Documents") and at their absolute discretion to approve any amendment, alteration or modification to the Account Documents and the sealing or signing thereof or of a copy thereof be conclusive evidence of such approval;
 - (iii) sign any notice, communications required or permitted to be given by or on behalf of the Company and any other documents to be executed under hand or seal and to be

*Note: Delete as appropriate

** Note: This part may be varied depending on the number of directors of the Company subject to its condition for passing such directors' resolution in accordance with its Constitution.

given pursuant to or ancillary to the Account Documents and any or all Accounts, as the case may be; and

- (iv) execute such other deeds, certificates, documents or to do all other acts and things which the Authorised Signatory For Accounts, in their absolute discretion think necessary, desirable, expedient or advisable in connection with or incidental to the Account Documents, any or all Accounts and the transactions contemplated thereunder for the purpose of giving effect to these Resolutions.
- (c) That a sole Director / minimum of any TWO (2) Directors* shall be authorised to suspend, revoke or replace the appointment of the Authorised Signatory For Accounts by written notification in the form and manner acceptable to the Bank.
- (d) That the authorisation granted to the Authorised Signatory For Accounts shall remain effective until the Bank has received and acted on the written notification by a sole Director / minimum of any TWO (2) Directors* in the form and manner acceptable to the Bank that the authorisation granted to the Authorised Signatory For Accounts has been suspended, revoked or replaced.

(4) **Services and/or Future Services**

That a sole Director / minimum of any TWO (2) Directors* shall be authorised in respect of the Services and/or Future Services (“Authorised Signatory For Services”) to:-

- (a) obtain, accept, suspend and/or terminate any Services and/Future Services;
 - (b) appoint any users, authorisers and/or administrators in connection with any or all the Services and/or Future Services, if any;
 - (c) negotiate, sign, seal and/or deliver any documents and/or agreements in connection with and/or incidental to any or all Services and/or Future Services, if any (“Service Documents”) and at their absolute discretion to approve any amendment, alteration or modification to the Service Documents and the sealing or signing thereof or of a copy thereof be conclusive evidence of such approval;
 - (d) sign any notice, communications required or permitted to be given by or on behalf of the Company and any other documents to be executed under hand or seal and to be given pursuant to or ancillary to the Service Documents, any or all Services and/or Future Services, as the case may be; and
 - (e) execute such other deeds, certificates, documents or to do all other acts and things which the Authorised Signatory For Services, in their absolute discretion think necessary, desirable, expedient or advisable in connection with or incidental to the Service Documents, any or all Services and/or Future Services and the transactions contemplated thereunder for the purpose of giving effect to these Resolutions.
- (5) That the Services and/or the Future Services, if any, be linked to any or all the existing and/or future Accounts held by the Company with the Bank, if required.
- (6) That the Company irrevocably consents and authorises the Bank, its officers, employees, agents and advisers to disclose information relating to the Company in accordance with the terms and conditions of the relevant Accounts, Services and/or Future Services.
- (7) That in the event that any document or instrument to be executed by the Company pursuant to or incidental to the Account Documents, Service Documents, any or all Accounts, Services and/or the Future Services, if any, is required 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 Company’s Constitution or in accordance with the Companies Act 2016.

*Note: Delete as appropriate

** Note: This part may be varied depending on the number of directors of the Company subject to its condition for passing such directors’ resolution in accordance with its Constitution.

- (8) That a copy of these Resolutions be provided to the Bank and that these Resolutions shall remain in force until revoked by the Directors by way of subsequent resolutions, in the form and manner acceptable to the Bank, duly passed by the Directors and received and acted on by the Bank. Further, that the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act pursuant to these Resolutions where the Company has failed to provide notice to the Bank of such revocation.
- (9) Words importing the singular number include the plural number and vice versa.

We/I*, the undersigned, duly certify that this extract of the Directors' Resolutions passed pursuant to the [Directors' Resolutions in writing dated _____ *[please insert]* or Meeting held by the Board of Directors on _____ *[please insert]*]* in accordance with the Company's Constitution or in accordance with the Companies Act 2016 are true and accurate.

Certified True Extract By**:

Name:
Designation: Director

Name:
Designation: Director/Company Secretary

Date: _____

*Note: Delete as appropriate

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❖ **SPECIMEN BOARD RESOLUTION**

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❖ To delete all Notes from actual print-out.

[NAME OF THE COMPANY]
(Company Number / Registration Number: [■])

Directors' Resolutions in writing passed on _____ [date resolutions are passed] in accordance with the Company's Constitution or in accordance with the Companies Act 2016..

RESOLVED:

- (1) That it is in the best interests of the Company to:
- (a) open, maintain and/or hold any accounts in any currency(ies) (“Accounts”) with Malayan Banking Berhad and/or Maybank Islamic Berhad (jointly or individually referred to as the “Bank”) for and on behalf of the Company subject to and in accordance with the terms and conditions governing the Accounts, as may be amended from time to time by the Bank;
 - (b) obtain and accept from the Bank the offer of any banking and/or electronic banking service(s), cash management service(s) and/or trade finance service(s) or such other services of a similar nature howsoever named (e.g. Maybank2E-Regional Cash, Maybank2E-TradeConnex, Maybank2U Biz and/or Maybank Autocredit) (“Services”) subject to and in accordance with the terms and conditions of the Bank as set out in any relevant application form or letter of offer or such other document having similar effect for the Services; and
 - (c) in future, obtain and accept from the Bank the offer of other Services (“Future Services”) subject to and in accordance with the terms and conditions of the Bank as set out in any relevant application form or letter of offer or such other document having similar effect for the Future Services.
- (2) That the acceptance of any documents including but not limited to any solution and pricing proposal in connection with any or all the Services prior to the passing of these Resolutions for and on behalf of the Company be and are hereby confirmed and ratified.
- (3) Accounts
- (a) That a sole Director / minimum of any TWO (2) Directors* shall be authorised to appoint any one (1) or more persons to be the authorised signatory in respect of the Accounts (“Authorised Signatory For Accounts”) by written notification in the form and manner acceptable to the Bank.
 - (b) That the Authorised Signatory For Accounts shall be subject to the signing mandates as determined by the Company and authorised to:
 - (i) open, operate and/or close any Accounts;
 - (ii) negotiate, sign, seal and/or deliver any documents and/or agreements in connection with and/or incidental to any or all Accounts, if any (“Account Documents”) and at their absolute discretion to approve any amendment, alteration or modification to the Account Documents and the sealing or signing thereof or of a copy thereof be conclusive evidence of such approval;
 - (iii) sign any notice, communications required or permitted to be given by or on behalf of the Company and any other documents to be executed under hand or seal and to be given pursuant to or ancillary to the Account Documents and any or all Accounts, as the case may be; and

*Note: Delete as appropriate

** Note: This part may be varied depending on the number of directors of the Company subject to its condition for passing such directors' resolution in accordance with its Constitution.

- (iv) execute such other deeds, certificates, documents or to do all other acts and things which the Authorised Signatory For Accounts, in their absolute discretion think necessary, desirable, expedient or advisable in connection with or incidental to the Account Documents, any or all Accounts and the transactions contemplated thereunder for the purpose of giving effect to these Resolutions.

(c) That a sole Director / minimum of any TWO (2) Directors* shall be authorised to suspend, revoke or replace the appointment of the Authorised Signatory For Accounts by written notification in the form and manner acceptable to the Bank.

- (d) That the authorisation granted to the Authorised Signatory For Accounts shall remain effective until the Bank has received and acted on the written notification by a sole Director / minimum of any TWO (2) Directors* in the form and manner acceptable to the Bank that the authorisation granted to the Authorised Signatory For Accounts has been suspended, revoked or replaced.

(4) **Services and/or Future Services**

That a sole Director / minimum of any TWO (2) Directors* shall be authorised in respect of the Services and/or Future Services (“Authorised Signatory For Services”) to:-

- (a) obtain, accept, suspend and/or terminate any Services and/Future Services;
 - (b) appoint any users, authorisers and/or administrators in connection with any or all the Services and/or Future Services, if any;
 - (c) negotiate, sign, seal and/or deliver any documents and/or agreements in connection with and/or incidental to any or all Services and/or Future Services, if any (“Service Documents”) and at their absolute discretion to approve any amendment, alteration or modification to the Service Documents and the sealing or signing thereof or of a copy thereof be conclusive evidence of such approval;
 - (d) sign any notice, communications required or permitted to be given by or on behalf of the Company and any other documents to be executed under hand or seal and to be given pursuant to or ancillary to the Service Documents, any or all Services and/or Future Services, as the case may be; and
 - (e) execute such other deeds, certificates, documents or to do all other acts and things which the Authorised Signatory For Services, in their absolute discretion think necessary, desirable, expedient or advisable in connection with or incidental to the Service Documents, any or all Services and/or Future Services and the transactions contemplated thereunder for the purpose of giving effect to these Resolutions.
- (5) That the Services and/or the Future Services, if any, be linked to any or all the existing and/or future Accounts held by the Company with the Bank, if required.
- (6) That the Company irrevocably consents and authorises the Bank, its officers, employees, agents and advisers to disclose information relating to the Company in accordance with the terms and conditions of the relevant Accounts, Services and/or Future Services.
- (7) That in the event that any document or instrument to be executed by the Company pursuant to or incidental to the Account Documents, Service Documents, any or all Accounts, Services and/or the Future Services, if any, is required 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 Company’s Constitution or in accordance with the Companies Act 2016.

*Note: Delete as appropriate

** Note: This part may be varied depending on the number of directors of the Company subject to its condition for passing such directors’ resolution in accordance with its Constitution.

- (8) That a copy of these Resolutions be provided to the Bank and that these Resolutions shall remain in force until revoked by the Directors by way of subsequent resolutions, in the form and manner acceptable to the Bank, duly passed by the Directors and received and acted on by the Bank. Further, that the Bank shall be indemnified and kept harmless from any loss suffered or liability incurred by it in continuing to act pursuant to these Resolutions where the Company has failed to provide notice to the Bank of such revocation.
- (9) Words importing the singular number include the plural number and vice versa.

BOARD OF DIRECTORS**

 Name:
 Designation: Director

 Name:
 Designation: Director*

 Name:
 Designation: Director*

 Name:
 Designation: Director*

 Name:
 Designation: Director*

 Name:
 Designation: Director*

Date: _____

*Note: Delete as appropriate

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(Company Letterhead bearing Registration Number and Address)

(Company Name)

(Address 1)

(Address 2)

(Address 3)

Date:

To Whom it May Concern

AUTHORISED SIGNATORY FOR ACCOUNT

Reference is made to the [Directors' Resolutions in writing passed on _____ [date resolutions are passed] in accordance with the provisions of the Companies Act 2016 OR the Company's Constitution OR Extract of [Directors' Resolutions in writing passed on _____ [date resolutions are passed] in accordance with the Company's Constitution OR Minutes of a Meeting of the Board of Directors of the Company held on _____ [date of meeting] in accordance with the Company's Constitution].

Pursuant to the above, we the undersigned, hereby authorise the following persons ("Authorised Signatory For Account") to act on our behalf in all manners relating to any account in any currency(ies) with Malayan Banking Berhad and/or Maybank Islamic Berhad at _____ branch subject to our appended conditions of signature:

Authorised Signatory For Account:

Please select one(1): Current Account Master Foreign Currency Account Fixed Deposit

1. _____ (NRIC/Passport* No. _____)
2. _____ (NRIC/Passport* No. _____)
3. _____ (NRIC/Passport* No. _____)

Conditions of Signature [Please select one(1) of the following]:

- Any _____ of the above Authorised Signatory/ to sign.
- All of the above Authorised Signatory/ to sign.
- Others (please specify accordingly)

Any acts carried out by Authorised Signatory For Account on our behalf shall have the same effect as acts of our own.

This authorisation is valid until further written notice from _____ (Company Name).

Yours faithfully

Signed by Director

Signed by Director**

Name:
NRIC/Passport*:

Name:
NRIC/Passport*:

*Note: Delete as appropriate

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