

[●] (the "**Company**")  
(incorporated or established in [Malaysia])

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Extract of

Minutes of a meeting of the Board of Directors or an  
equivalent Governing Body  
held at [ADDRESS] on [DD/MM/YY]

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[Applicable to meeting of Board of Directors or Governing Body]

1. **Chairperson**

[●] took the chair and acted as Chairperson of the meeting.

2. **Directors' interests**

It was noted that each of the directors (whether present at the meeting or not), to the extent that such director (or any entity connected with the director)<sup>1</sup> had an interest, in any way direct or indirect, whether by virtue of being a director of, or a shareholder in, any of the companies involved in the transactions in question or in any other manner, had declared his/her interest in the transactions in accordance with Section 221 of the Companies Act 2016 (the "**Act**") [and the Company's constitution ("**Constitution**")]<sup>2</sup>.

The Chairperson confirmed that in accordance with Section 222 of the Act [and the Constitution], each of the directors so interested was able to be counted to make the quorum at the meeting, but would not participate in the relevant discussion and vote for any of the matters in which he is/she is interested<sup>3</sup>.

3. **Meeting quorate and duly convened**

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<sup>1</sup>Pursuant to Section 221(9) of the Companies Act 2016, an interest in the shares or debenture of a company of the spouse or a child (including adopted child or stepchild) of a director who is not a director of the company shall be treated as an interest in the transactions.

<sup>2</sup> Note to BOC: There is a possibility that the client may not have constitution as under Companies Act 2016, constitution is optional.

<sup>3</sup> Note to BOC: This statutory prohibition to participate and vote does not apply to:

- (a) a private company unless it is a subsidiary to a public company;
- (b) a private company which is a wholly-owned subsidiary of a public company, in respect of any contract or proposed contract to be entered into by the private company with the holding company or with another wholly owned subsidiary of that same holding company;
- (c) any contract or proposed contract of indemnity against any loss which any director may suffer by reason of becoming or being a surety for a company; and
- (d) any contract or proposed contract entered into or to be entered into by a public company or a private company which is a subsidiary of a public company, with another company in which the interest of the director consists solely of:
  - (i) in him being a director of the company and the shareholder not more than the number or value as is required to qualify him for the appointment as a director; or
  - (ii) in him having an interest in not more than five per centum of its paid up capital.

The Chairperson confirmed that a quorum was present and the meeting had been duly convened in accordance with the Act [and the Constitution]. A quorum was present throughout the meeting.

[Applicable to all cases]

#### 4. Purpose of the meeting / resolutions

Bank of China (Malaysia) Berhad (Registration No. 200001008645(511251-V)) (the "**Bank**") provides various banking services, products, facilities and arrangements to its commercial banking customers in Malaysia and across the region. These services, products, facilities and arrangements may include corporate electronic channels ("**Corporate Electronic and Online Services**"), cash management services including payment services and receivable collection services ("**Cash Management Services**"), the services, products, facilities and arrangements relating to trade and commerce business activities ("**Trade Finance Services**"), liquidity management services, factoring services, supply chain finance services and such other service as agreed and provided from time to time (collectively, the "**iGTB Services**"). The Company intends to use some or all of the iGTB Services.

[As part of the offerings of the iGTB Services, the Bank has agreed to make available certain Trade Finance Services (whether under banking facilities or not) (the "**Facilities**") to the Company. The Company agreed, subject to the Bank's discretion, to allow any of its associated company (as defined in the Act, each an "**Associated Company**") to utilise the Facilities (as applicant, beneficiary or purchaser in the relevant applications) but on account of the Company (the "**Arrangement**") from time to time. To facilitate the Arrangement, the Company is required to sign and submit to the Bank the Bank's application form for each transaction even if the utilisation is by the Associated Company (including but not limited to the application for irrevocable documentary credit for third party as applicant, the application for amendment to documentary credit/transferred documentary credit for third party as applicant, the application for amendment to standby letter of credit/guarantee for third party as applicant, the application for acceptance of discrepancies, the application for drawdown under import loan facility for third party as purchaser, the application for import invoice financing for third party as purchaser and the application for processing export documents in favour of third party).]<sup>4</sup>

Having considered the Company's proposal to use the iGTB Services, the following resolutions were passed to approve the proposal and to appoint the authorised persons (including the signatories) for approving, confirming, signing, effecting, performing and/or handling the forms (including application forms), documents, agreements, functions, transactions, activities and other matters relating to the iGTB Services on behalf of the Company from time to time.

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<sup>4</sup> This paragraph should be included if the Trade Finance Services are used by an Associated Company as defined in the Companies Act 2016 and the relevant Shareholder's resolution should also be required.

## 5. Resolutions

[The Chairman confirmed that the Company is solvent and that the utilisation of the Facilities in accordance with the Arrangement and the entering into the documents and agreements by the Company would not render the Company unable to pay its debts.]<sup>5</sup>

The directors (as the case may be) of the Company considered carefully the iGTB Services which the Company intends to use/revise and the forms, documents, agreements, information and other relevant materials tabled at the meeting or presented to the directors.

After due deliberation, the directors UNANIMOUSLY RESOLVED that:

- (a) it is for the commercial benefit and corporate purposes of the Company and in the Company's interest to use/revise the iGTB Services [including specifically, the use of the Facilities by Associated Companies where the Company is the obligor liable to the Bank] specified in the applicable forms, documents and agreements set out in Annex 2 to these Resolutions and the Company's use of the relevant iGTB Services is approved;
- (b) each of the persons identified as an "Authorised Signatory" for the relevant iGTB Services in Annex 1 to these Resolutions be appointed an Authorised Signatory who shall have the authority specified in Annex 1 (subject to any conditions, limits, signing arrangement or other arrangement specified in Annex 1) for the purposes of the relevant iGTB Services ("**Authorised Signatory(ies)**");
- (c) each of the persons identified as a "Primary User" for the relevant iGTB Services in Annex 1 to these Resolutions be appointed a Primary User who shall have the authority specified in Annex 1 (subject to any conditions, limits or other arrangement specified in Annex 1) for the purposes of the relevant iGTB Services ("**Primary User(s)**");
- (d) each of the forms, documents and agreements set out in Annex 2 to these Resolutions and copies of which are attached to or accompanied these Resolutions be approved for execution by the Company, and any of the Authorised Signatory(ies) (where so authorised in accordance with Annex 1) is/are authorised for and on behalf of the Company to complete or approve the completion of, negotiate the terms of, execute and deliver the forms, documents and agreements, except for the Services Agreement (if any, set out in Annex 2) which shall be signed by the individual(s) identified in Annex 1 for signing the Services Agreement ("**Services Agreement Signatory(ies)**"), in each case subject to such amendments as such Authorised Signatory(ies) or Services Agreement Signatory(ies) (as the case may be) may in his/her/their sole discretion consider appropriate, and the execution of the forms, documents and agreements by such Authorised Signatory(ies) or the execution of the Services Agreement by the Services Agreement Signatory(ies) shall be conclusive

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<sup>5</sup> This paragraph should be included if the Trade Finance Services are used by an Associated Company as defined in the Companies Act 2016 and the relevant Shareholder's resolution should also be required.

evidence of his/her/their approval of the contents of the forms, documents and agreements and any amendments which may have been made;

- (e) each of the following matters shall be binding on the Company:
- (i) any and all forms, documents and agreements signed by the Authorised Signatory(ies) (including the forms, documents and agreements specified in Resolution (d) above) and (where applicable) the Services Agreement signed by the Services Agreement Signatory(ies), and any and all acts, transactions and matters effected by the Authorised Signatory(ies) or by the Services Agreement Signatory(ies) in accordance with the authority given to him/her/them from time to time;
  - (ii) any and all forms, documents and agreements accepted by the Primary User(s) and any and all acts, transactions and matters effected by the Primary User(s) in accordance with the authority given to him/her/them from time to time;
  - (iii) any delegation or appointment of other authorised persons of the Company (including any delegate user) identified as such in the applicable forms and/or by such means prescribed by the Bank in relation to the use of the relevant iGTB Services by the Authorised Signatory(ies) and the Primary User(s) respectively, and any and all acts, transactions and matters effected by such other authorised persons in accordance with the authority given to him/her/them from time to time; and
  - (iv) (where applicable) the designation of each company or entity as a Related Party or Non-Service Jurisdiction Entity (as the case may be)\*\* identified as such in the applicable form for the purposes of the Corporate Electronic and Online Services, and the obligations, liabilities and risks undertaken by the Company in relation to each Related Party or Non-Service Jurisdiction Entity (as the case may be); and
- (f) any action taken by any directors in respect of the matters or arrangements described in these Resolutions which occurred before the date of the meeting or of passing these Resolutions is approved, ratified and confirmed in all respects.

\*\* (i) Related Party means an entity which maintains account(s) with the Bank, or with any of its holding companies, subsidiaries, associates or affiliates or their respective branches in Hong Kong, Thailand, Malaysia, Indonesia, Vietnam, Cambodia, Philippines, Brunei, Laos and Myanmar.

(ii) Non-Service Jurisdiction Entity means an entity which maintains account(s) with the Bank, or with any of its holding companies, subsidiaries, associates or affiliates or their respective branches in a jurisdiction other than Hong Kong, Thailand, Malaysia, Indonesia, Vietnam, Cambodia, Philippines, Brunei, Laos and Myanmar.

6. **Effect of these Resolutions**

These Resolutions shall be communicated to the Bank and shall remain in effect until the Bank has received and processed a certified copy of an amending resolution passed by the directors.

[Applicable to meeting of Board of Directors or Governing Body]

7. **Close of the meeting**

There being no further business, the Chairperson declared the meeting closed.

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[insert name of Chairperson]

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[insert name of Director]

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[insert name of Director]

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[insert name of Director]

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[insert name of Director]

## Annex 1

### Part I Authorised signatories for Cash Management Services

- Appointment of authorised signatories as follows and, for the avoidance of doubt, the following authorised signatories and signing arrangement shall apply to the Cash Management Services, and the Authorised Signatories and Primary Users for Corporate Electronic and Online Services specified in Part III and Part IV below shall not apply. However, where the Company uses the Cash Management Services or performs any activities relating to the Cash Management Services through Corporate Electronic and Online Services, the Primary Users for Corporate Electronic and Online Services shall apply to the use and operation of Corporate Electronic and Online Services by the Company, and the Company and the Primary Users for Corporate Electronic and Online Services shall be bound by the respective terms and conditions governing the Cash Management Services and the Corporate Electronic and Online Services:

<p>(A) The following persons shall be appointed as the authorised signatories of the Company in respect of the Cash Management Services who shall have the authority to deal with the Bank in respect of any matter concerning or arising from the Cash Management Services or to give to the Bank any directions, orders or instructions of any nature (whether in the form of standing instruction or in any other form or manner) relating to the Cash Management Services and/or enter into all types of agreements with the Bank in connection with the Cash Management Services or the aforesaid matters, including but not limited to (i) addition of services available under the Cash Management Services; (ii) termination of services available under the Cash Management Services; and (iii) any change of contact details of the Company for the purposes of the Cash Management Services, in each case on behalf of and so as to bind the Company, but excluding any change of the authorised signatories in respect of the Cash Management Services or their specimen signatures or the signing arrangement of the Company.</p>		
Signature Group	Particulars of authorised signatory	Specimen Signature
	Name: (English) _____ (Chinese) _____ ID Card/Passport No.: _____	
	Name: (English) _____ (Chinese) _____ ID Card/Passport No.: _____	
	Name: (English) _____ (Chinese) _____ ID Card/Passport No.: _____	
	Name: (English) _____ (Chinese) _____ ID Card/Passport No.: _____	
	Name: (English) _____ (Chinese) _____ ID Card/Passport No.: _____	

**Signing arrangement:**

The \_\_\_\_\_ signatures of the authorised signatories appointed above of which \_\_\_\_\_ will be effective.

Special signing instructions:

- .....
- \*\* (i) Please specify above each of the existing and continuing authorised signatories and each of the newly appointed authorised signatories. The above list and particulars shall replace the list and particulars of authorised signatories of the Company currently on the Bank's record.*
- (ii) Unless an existing and continuing authorised signatory changes his/her specimen signature currently on the Bank's record, he/she is not required to provide specimen signature above.*
- (iii) No chop should be affixed to any specimen signature or signing arrangement above and even if so affixed, such chop will not form part of the authorised signatory's specimen signature or the Company's signing arrangement unless the Bank has otherwise agreed in writing.*

OR;

**(B) Appointment of the existing authorised signatories of savings / current account as Authorised Signatories as follows:**

<input type="checkbox"/>	<p>The authorised signatory(ies) of savings/current account no. _____ ( "Existing Savings/Current Account" ) is/are duly appointed as the Authorised Signatories of the Company in respect of the Cash Management Services who shall have the authority to deal with the Bank in respect of any matter concerning or arising from the Cash Management Services or to give to the Bank any directions, orders or instructions of any nature (whether in the form of standing instruction or in any other form or manner) relating to the Cash Management Services and/or enter into all types of agreements with the Bank in connection with the Cash Management Services or the aforesaid matters, including but not limited to (i) addition of services available under the Cash Management Services; (ii) termination of services available under the Cash Management Services; and (iii) any change of contact details of the Company for the purposes of the Cash Management Services, but excluding any change of the authorised signatories in respect of the Cash Management Services or their specimen signatures or the signing arrangement of the Company.</p>
	<p>Signing arrangement for Authorised Signatories:</p> <p><input type="checkbox"/> In accordance with the <b>highest amount</b> signing arrangement applicable to the Existing Savings/Current Account; OR</p> <p><input type="checkbox"/> Any <u>one</u> of the Authorised Signatories; OR</p> <p><input type="checkbox"/> Other: _____</p>

**Part II Particulars and Specimen Signatures of Corporate Electronic and Online Services**  
**Authorised Signatories**

● **Appointment of Authorised Signatories as follows\*\*:**

The following persons shall be appointed as the Authorised Signatories of the Company in respect of Corporate Electronic and Online Services who shall have the authority to sign any documents and handle matters in connection with Corporate Electronic and Online Services on behalf of and so as to bind the Company, including add or delete Related Parties and/or Non-Service Jurisdiction Entities, open or close and register or deregister accounts, change transaction or transfer limits, delete or add services or functions, apply, assign, reset, report loss, replace and/or revoke token, change base currency or time zone, and/or add or delete access to any channel available under Corporate Electronic and Online Services.

Signature Group	Particulars of Authorised Signatory	Specimen Signature
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
<b>Signing arrangement:</b> The ..... signatures of the Authorised Signatories appointed above of which ..... will be effective. Special signing instructions: .....		

*\*\* (i) Please specify above each of the existing and continuing Authorised Signatories and each of the newly appointed Authorised Signatories. The above list and particulars shall replace the list and particulars of Authorised Signatories of the Company currently on the Bank's record.*

*(ii) Unless an existing and continuing Authorised Signatory changes his/her specimen signature currently on the Bank's record, he/she is not required to provide specimen signature above.*

*(iii) No chop should be affixed to any specimen signature or signing arrangement above, and even if so affixed, such chop will not form part of the Authorised Signatory's specimen signature or the Company's signing arrangement unless the Bank has otherwise agreed in writing.*

**OR;**

- **Appointment of the existing authorised signatories of savings / current account as Authorised Signatories as follows:**

<input type="checkbox"/>	The authorised signatory(ies) of savings/current account no. _____ ( "Existing Savings/Current Account" ) is/are duly appointed as the Authorised Signatories of the Company in respect of Corporate Electronic and Online Services who shall have the authority to sign any documents and handle matters in connection with Corporate Electronic and Online Services on behalf of and so as to bind the Company, including add or delete Related Parties and/or Non-Service Jurisdiction Entities, open or close and register or deregister accounts , change transaction or transfer limits, delete or add services or functions, apply, assign, reset, report loss, replace and/or revoke token, change base currency or time zone, and/or add or delete access to any channel available under Corporate Electronic and Online Services.
Signing arrangement for Authorised Signatories:	



	<input type="checkbox"/> In accordance with the <b>highest amount</b> signing arrangement applicable to the Existing Savings/Current Account; OR <input type="checkbox"/> Any <b>one</b> of the Authorised Signatories; OR <input type="checkbox"/> Other: _____
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### Part III Particulars and Specimen Signatures of Corporate Electronic and Online Services

#### Primary Users

- Appointment of primary users as follows\*\*:

The following persons shall be appointed as Corporate Electronic and Online Services Primary Users of the Company who shall have the authority to operate accounts for the Company and (where applicable) for any Related Party and/or Non-Service Jurisdiction Entities of the Company, including to make withdrawals or transfers, issue e-cheque, make applications and submit documents; add new delegate users, change or delete delegate users, set up authority class of each delegate user and account, entitle delegate users to use iGTB MOBILE, register or deregister (or assign delegate users to register or deregister) designated third party accounts, assign authority class of other transactions, re-issue delegate user's password, online registering accounts for services (whether for and on behalf of the Company or any Related Party and/or Non-Service Jurisdiction Entities of the Company, and whether involving accounts that are existing at the time of signing this form or opened thereafter), online changing transaction or transfer limits, online subscribing or unsubscribing services or functions, online registering other bank accounts for enquiry, and performing other related functions on Corporate Electronic and Online Services but not to change the Primary Users or the authority of Primary Users to act on the Company's behalf. Primary Users or their assigned delegate users can register or deregister designated third party accounts online. Such account registration or deregistration will be effective once online approval from respective Primary Users or delegate users is obtained. For the avoidance of doubt, the authority of the Primary Users specified above applies to and is effective for each and all of the services that are available through Corporate Electronic and Online Services and subscribed by the Authorised Signatories on behalf of the Company from time to time.

Particulars of primary user	Security Device Application	Transaction notification <sup>Note 2</sup> settings	Specimen signature
User ID <sup>Note 1</sup> : _____ Name: (English) _____ (Chinese) _____ NRIC/Passport No.: _____	<input type="checkbox"/>	<input type="checkbox"/> SMS and Email Notification <sup>Note 2</sup> Mobile Phone No: _____ Email address: _____	
User ID <sup>Note 1</sup> : _____ Name: (English) _____ (Chinese) _____ NRIC/Passport No.: _____	<input type="checkbox"/>	<input type="checkbox"/> SMS and Email Notification <sup>Note 2</sup> Mobile Phone No: _____ Email address: _____	
User ID <sup>Note 1</sup> : _____ Name: (English) _____ (Chinese) _____ NRIC/Passport No.: _____	<input type="checkbox"/>	<input type="checkbox"/> SMS and Email Notification <sup>Note 2</sup> Mobile Phone No: _____ Email address: _____	

User ID <sup>Note 1</sup> : ..... Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	<input type="checkbox"/>	<input type="checkbox"/> SMS and Email Notification <sup>Note 2</sup> Mobile Phone No: ..... Email address: .....	
<p>Note 1: The User ID should be 2-6 digits and/or characters, and cannot be altered once confirmed.</p> <p>Note 2: Please provided both "Mobile Phone No." and "Email address" .</p> <p><b>**i)</b> Please specify above each of the existing and continuing Primary Users and each of the newly appointed Primary Users. The above list and particulars shall replace the list and particulars of Primary Users of the Company currently on the Bank's record.</p> <p>(ii) Unless an existing and continuing Primary User changes his/her specimen signature currently on the Bank's record, he/she is not required to provide specimen signature above.</p> <p>(iii) No chop should be affixed to any specimen signature or signing arrangement above, and even if so affixed, such chop will not form part of the Primary User's specimen signature or the Company's signing arrangement unless the Bank has otherwise agreed in writing.</p>			
<p><b>Authority of Primary User</b></p> <p><input type="checkbox"/> the authorisation of <b>ANY ONE</b> of the Primary Users.</p> <p><input type="checkbox"/> the <b>JOINT</b> authorisation of <b>TWO</b> Primary Users.</p>			
<p><b>Function Setting</b></p> <p><input type="checkbox"/> All Primary Users can perform System Management Functions, monetary transaction and enquiry functions.</p> <p><input type="checkbox"/> All Primary Users can only perform System Management Functions and enquiry functions, but are not allowed to execute monetary transactions.</p> <p><input type="checkbox"/> All Primary Users can only perform System Management Functions but are not allowed to execute monetary transactions and enquiry functions.</p>			

#### Part IV Services Agreement Signatory(ies)

The following person(s) shall be authorised to sign the Services Agreement set out in Annex 2 on behalf of and so as to bind the Company:

	Particulars of Services Agreement Signatory	Specimen Signature
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
	Name: (English) ..... (Chinese) ..... NRIC/Passport No.: .....	
<p><b>Signing arrangement:</b></p> <p>The ..... signatures of the Services Agreement Signatories appointed above of which ..... will be effective.</p>		

## Annex 2

**Where the Company applies to use the iGTB Services, the following forms, documents and agreements are required *\*(as attached)*:**

Tick this box if Services Agreement is required.

Tick this box if Master Terms and Conditions for Global Transaction Banking Services is required, including the following:

**1. Name of Services Terms and Conditions:**

- 1.1 *\*[Terms and Conditions for Receivable Collection Services / Terms and Conditions for Payment Services]*
- 1.2 General Terms and Conditions for Trade Finance Services
- 1.3 Service Schedules for Trade Finance Services

**2. Name of Service Application Documents:**

*2.1 Cash Management Services:*

- 2.1.1 *\*[Receivable Collection Services*
- 2.1.1.2 *Payment Collection Services Application Form*
- 2.1.1.3 *Sub-Account Collection Service Application Form*

*2.2 Trade Finance Services:*

- 2.2.1 Trade Services Agreement

*2.3 Corporate Electronic and Online Services:*

- 2.3.1 *\*[Corporate Electronic and Online Services Application / Amendment / Termination Form]*
- 2.3.2 *\*[Application/Amendment/Termination Form for iGTB NET Related Party Accounts]*
- 2.3.3 *\*[Application / Amendment / Termination Form for Corporate Electronic and Online Services for Non-Local Accounts]*

*\*Delete as appropriate*

**Where the Company applies to revise the iGTB Services, the following forms, documents and agreements are required:**

*[set out forms, documents and agreements as necessary]*

Tick this box if no form, document or agreement is required for revising the iGTB Services in question.