

COMPANY DETAILS

Insert Name of Corporation	(The "Company")
With a Registered Office at	And an Operating Address at

RESOLVED

1. THAT Cayman National Bank Ltd. (hereinafter called "Cayman National") be and is hereby appointed the Banker of the Company.
2. THAT a business account be opened at Cayman National Bank at the office in Insert Customer Service Centre Location
3. THAT the following officers of the company are hereby authorized signatories for and behalf of the Company
(Insert titles only, e.g. Director and Secretary)
 - with the power and authority for (Insert "any one" or "any two") of them to:
 - a. draw, sign, accept or make on behalf of the Company Bills of exchange, promissory notes and other instruments (whether negotiable or not) and instructions for the payment or withdrawals of funds;
 - b. arrange with Cayman National, from time to time, advances to the Company by way of loan and/or overdraft and enter into such documents as may be required by Cayman National in connection with any loan and/or overdraft;
 - c. from time to time pledge, charge, mortgage or assign any property of the Company as security for any liability and to take any action and execute and deliver any agreements or instruments relating to any such pledges, charges, mortgages or assignments;
 - d. withdraw or deal with any of the Company's property or securities whether held as security or for safe custody, sign any indemnities or counter indemnities to Cayman National, arrange for the granting of letters of credit or guarantees by Cayman National and give instructions with regard to the purchaser or sale of any property or securities on behalf of the Company;
 - e. open deposit an business accounts in foreign currencies, to purchase, sell, transfer, or dispose of present or future delivery of foreign currencies, credits or exchange on deposits or otherwise;
 - f. open additional accounts with Cayman National whether business, fixed deposits, safekeeping or otherwise.
4. THAT any of the Authorized Signatories pursuant to paragraph 3 hereof is hereby authorized to endorse by rubber stamp or otherwise and to deposit, discount or otherwise deal with cheques, bills of exchange, promissory notes and/or other paper negotiable or not (but only for the benefit of the Company) and to receive all vouchers.
5. THAT the organisation agrees to be bound by the Terms and Conditions, a copy of which has been presented to and approved by the Directors of the Company.
6. THAT Cayman National is authorized to place the credit of the account, or any of the accounts of the Company drafts, bills of exchange, cheques or other funds or property delivered to it for deposit to the account of the Company whether or not endorsed with the name of the Company by rubber stamp, fax, mechanical, manual or other signature, and any such endorsement by whomsoever affixed shall be the endorsement of the Company, or otherwise endorsed, or unendorsed, provided that if any such item shall bear, or be accompanied by, directions (by whomsoever made) for deposit to a specific account.
7. THAT Cayman National is hereby directed to accept and/or pay and/or apply any draft, bill of exchange, cheque, instrument or order for the payment or withdrawal of funds drawn on the account(s) of the Company or payable to the order of the Company and bearing the signature of signatures now or hereafter authorized by the Company, without limit as to amount, without inquiry and without regard to its application or that of its proceeds, including drafts, bills of exchange, cheques, instruments instructions or orders for the payment or withdrawal of funds drawn on or endorsed to the order or in the favour of any person whose signature appears thereon or any officers(s) or agent(s) of the Company, which may be deposited with , or delivered or transferred to Cayman National, or to any other person, firm or corporation, for the personal credit or account of any such officer or agent; and Cayman National shall not be liable for any disposition which any such officer or agent shall make of all or any part of any draft, bill of exchange, cheque instrument, instruction or order for the payment or withdrawal of funds drawn on such account(s) or payable to the order of the Company or the proceeds thereof, notwithstanding that such disposition may be for the personal account or benefit or in payment of the individual obligation of any such officer or agent to Cayman National, or otherwise.
8. THAT Cayman National, in addition to and with like effect as if acting upon orders or other instruments signed manually by the officer(s) designated in the foregoing resolutions, may act, in effecting any of the aforesaid transaction, upon instructions contained in any message received by it, transmitted by any form of communication whatsoever, that purports to come from the Company and purports to be authenticated by a code or cipher, better known as a private test key, which is then in force and agreed upon by Cayman National and the said officer(s) acting as above specified.
9. THAT in consideration of Cayman National acting in reliance upon the foregoing resolutions and the succeeding resolutions, it shall be fully protected in so acting and the Company agrees to indemnify and save harmless Cayman National from and against any and all loss, damage, liability, claims, and expenses whatsoever arising by reason of its so acting.
10. THAT the foregoing resolutions shall remain in full force and effect until written notice of their amendment or rescission shall have been received by Cayman National and that receipt of said notice shall not effect any action taken by Cayman National prior thereto.
11. THAT the Secretary shall certify to Cayman National the names of the present duly elected officers of the Company and shall from time to time hereafter immediately certify to Cayman National of any change of authorized officers.
12. THAT the Company shall indemnify and hold Cayman National, its directors, officers, agents, and employees harmless from and against any loss, damage, claims, liability, actions, demands, costs, proceedings and expenses of whatever nature (including but not limited to legal fees) arising by reason of Cayman National acting in reliance upon the foregoing resolutions.

CERTIFICATE

It is hereby certified by the undersigning that the foresaid resolution was duly passed at a meeting of the Board of Directors of the above named Company duly held on the DD day of MM, YYYY in accordance with the Memorandum and Articles of Association of the Company and that the said resolutions have been duly recorded in the minute book of the Company and are in full force and effect.

Director	Secretary (2nd Director, if no Secretary)	Place	Date <u>DD</u> / <u>MM</u> / <u>YYYY</u>
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