

To be adopted on the company's printed letterhead

BOARD RESOLUTION
FEDERAL REPUBLIC OF NIGERIA
COMPANIES AND ALLIED MATTERS ACT, 1990

At the Board meeting of the (Enter Company Name) Ltd held on day of20....., it was resolved that:

1. The Authorised Signatories listed in Section 6 of this Account Opening Form may from time to time in their absolute discretion, on behalf of and in the name of the Client:
 - a. Open bank accounts of any type with **Standard Chartered Bank Nigeria Limited** to facilitate its operations.
 - b. Sign and deliver any Account Opening, Trade, Lending and/or Cash Management (including electronic client access services) documentation as required from time to time.
 - c. Sign:
 - (i) Instructions in writing or electronically for the payment of money, or the dealing of securities, to and from any account maintained by the Client with the Bank.
 - (ii) Payment instruments in electronic form or in the form of cheques, drafts, money orders, cashier's order or other similar instruments,
 - (iii) Confirmation of transactions and instructions in writing or electronically in respect of the settlement or performance of transactions, including, without limitation, notices exercising any option or other right of election under any Transaction
 - (iv) Bind the Client to the Account Terms, Standard Terms, Country Supplement, Service Application Forms/Terms, Master Terms and General Trade Terms, all forming part of the banking agreement, and cash management documentation (including electronic client access services) as amended from time to time.
 - d. Amend the list of Authorised Signatories.
 - e. Arrange with the Bank for advances to the Client by way of discount, loan, overdraft, or otherwise, and for the granting of credits and the issue of guarantees by the Bank from time to time and to sign on behalf of the Client any form of deposit and withdrawal, Memorandum of Deposit, Letter of Trust, Mortgage, or any other grant of security whatsoever relating to any securities or property or document of title relating thereto to secure any advances, obligations, undertakings, instructions, guarantees, indemnities and counter-indemnities, and any other documents which may be required by the Bank in connection with such facilities insofar as they are not by their nature required to be executed under the Common Seal of the Client.
 - f. Sign and deliver an International SWAPs and Derivative Association (ISDA) Master Agreement, whether with or without a Credit Support Annex, or any other master agreements and other documents in relation to foreign exchange transactions, swaps, options and other derivatives transactions, securities dealing (including, without limitation, repurchase and securities lending transactions), money market transactions and collateral or margin arrangements relating to such transactions between the Bank and the Client, and enter into any financial transaction of a type from time to time offered by the Bank ("Transactions"), whether orally, in writing or through an electronic messaging system and bind the Client to the terms agreed for each transaction.
2. The Authorised Signatories as listed in Section 6 of this Account Opening Form may from time to time in their absolute discretion, delegate any of their authority or powers referred to in resolution 1 above to any one or more persons specified and revoke any such delegation.
3. Any step already taken by the Authorised Signatories as contemplated by resolutions 1 and 2 above is hereby ratified by the Client.
4. These resolutions will remain in force unless and until the Client delivers to the Bank a new resolution revoking, amending, or superseding these resolutions.

Company Seal

Director's Signature

Director/Company Secretary Signature

Name

Name

Designation

Designation