

APPOINTMENT OF BANKERS FOR ENTITIES

EXTRACT OF THE MINUTES - RESOLUTION

At a meeting of the _____ of _____

hereinafter referred to as the "Entity" held at _____

on the _____ :

It was resolved that:

1. APS Bank plc (the "Bank") _____ as the Bankers of the Entity.

2. Regarding: - All present and future account/s

(hereinafter "the Account/s"), the Bank shall be authorised and requested to:

(i) honour, discount and otherwise deal with and comply with all cheques, drafts, bills of exchange, promissory notes, acceptances, negotiable instruments, payment orders, instructions and transactions of whatever nature, expressed to be drawn, accepted, endorsed, made, given or affected, for and on behalf of the Entity, at any time or times, whether the Account/s of the Entity are overdrawn, or whether any overdraft or other banking facility is increased by any payment thereof or in relation thereto, whether in credit or otherwise, but without prejudice to the Bank's right to refuse to allow any overdraft/loan or increase of any overdraft or other banking facility, and the Entity shall be liable for any balance, inclusive of any charges, as per the Bank's tariff on the said Account/s, which may become due to the Bank at any time;

(ii) honour and comply with all instructions and to hold the Entity liable on all instructions, agreements and indemnities in connection with the issue of collections (documentary or otherwise), drafts, transfer/remittance of funds by any means whatsoever and with all other banking transactions;

(iii) honour requests to issue cheque books in relation to the Account/s;

(iv) honour and comply with instructions to close the Account/s, including any ancillary instructions and authorizations in relation to such Account/s

3. The authorisations granted in favour of the Bank in accordance with clause 2 (above), shall only be honoured, complied with or otherwise executed by the Bank when these are provided, signed and/or endorsed in the name of the Entity by the undermentioned persons (hereinafter the "Authorised Signatories"). The below signatures signify their acceptance of being appointed as Authorised Signatories and acknowledgment of the declarations set out in Page 3 of this Appointment of Bankers Form'.

First Name & Surname of Authorised Signatories				Update of details <i>(For office use only)</i>
<i>First Name & Surname</i>	<i>ID card number</i>	<i>Profile (for Bank use)</i>	<i>Signature</i>	<input type="checkbox"/> Updated <input type="checkbox"/> No updates required
<i>First Name & Surname</i>	<i>ID card number</i>	<i>Profile (for Bank use)</i>	<i>Signature</i>	<input type="checkbox"/> Updated <input type="checkbox"/> No updates required
<i>First Name & Surname</i>	<i>ID card number</i>	<i>Profile (for Bank use)</i>	<i>Signature</i>	<input type="checkbox"/> Updated <input type="checkbox"/> No updates required
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<i>First Name & Surname</i>	<i>ID card number</i>	<i>Profile (for Bank use)</i>	<i>Signature</i>	<input type="checkbox"/> Updated <input type="checkbox"/> No updates required
<i>First Name & Surname</i>	<i>ID card number</i>	<i>Profile (for Bank use)</i>	<i>Signature</i>	<input type="checkbox"/> Updated <input type="checkbox"/> No updates required

For Office Use Only

CIF No:

Applicable to Account Number/s

Branch:

Termination date:

Date: *DD/MM/YYYY*

Bank Official:

Authorised:



AB01 (10/2024)

Provided further that the authorisations granted in favour of the Bank in accordance with clause 2 (above), shall only be honoured, complied with or otherwise executed by the Bank when these are provided

the Authorised Signatories. Special Instructions

(kindly provide if dropdown selections do not reflect mandate instructions)

4. This resolution shall cancel all existing mandates (if any) in force as of the date of submission of this Appointment of Bankers' Form. It shall remain in full force until the Bank receives a duly certified resolution (i.e., a new Appointment of Bankers' Form) rescinding or amending it. Until receipt of a new resolution, the Bank shall continue processing transactions in accordance with the instructions outlined in this resolution.

All instructions that were honoured, complied with, and executed by the Bank on the specified account(s) before the receipt of this resolution shall remain unaffected by this resolution or any new resolution.

5. We hereby:

- i. Undertake to immediately inform the Bank of any changes in the Entity's constitutive documents.
- ii. Bind ourselves to give the Bank due notice in writing of any alteration in the constitutive documents of the Entity, (including but not limited to the demise or change in directorship) which may affect the authority of the above mentioned persons authorised to sign on behalf of the Entity as well as any replacement and / or appointment of any other persons so authorised. In doing so, we further undertake to submit a new Appointment of Bankers' Form reflecting the updated changes within the time frame communicated by the Bank from time to time. We, jointly and severally undertake to indemnify the Bank for any damage or loss which may be caused to the Bank by any delay in giving the Bank notice as aforementioned or the non-submission of the updated Appointment of Bankers' Form.
- iii. Bind ourselves to take precautions in the general course of our business to prevent any forgeries or misuse of our cheques by third parties and to examine all periodical statements sent by the Bank to us and to query any entries in the statement within ninety (90) calendar days from date of receipt by us.
- iv. Declare ourselves jointly and severally liable on all the foregoing transactions.
- v. Declare that the funds deposited in the Account/(s) are legitimate proceeds and are not derived from any criminal or any other unlawful activity and that upon the Bank's request, we will furnish the Bank with all the necessary explanations and/or documentation relating to the underlying transactions and/or funds.
- vi. We hereby confirm that the above is a complete and accurate representation of the resolution/s passed at the above-mentioned meeting. We hand you herewith a copy of our constitutive documents and further confirm that all details provided in all sections of this document to be correct.
- vii. We hereby undertake to immediately inform the Bank of any change (including change in particulars) among its directors, shareholders, settlors, partners, owners, signatories, representatives, administrators, beneficial owners, beneficiaries and any other relevant connected party. This includes informing the Bank of any changes in PEP status and source of income. Furthermore, the Entity undertakes to provide the Bank with relevant updated documentary evidence pertaining to the said person/s. The Entity also declares that the constitutive documents pertaining to the Bank are the latest version of those documents and that if such document is substituted by an updated version it will immediately provide the Bank with the updated version of such document.

6. i. In the event that the Entity or an Authorised Signatory informs the Bank that he/she is no longer authorised by the Entity to request, sign, and/or endorse any of the authorisations granted in favour of the Bank pursuant to Clause 2 (above), or that he/she no longer wish to request, sign, and/or endorse any such authorisations granted in favour of the Bank, the Bank shall hereby be authorised to refrain from accepting and/or disregarding any requests, authorisations, and/or endorsements from the Authorised Signatory, without the obligation to provide notice to the Entity.
- ii. Notwithstanding the foregoing, in the event that the Entity or the Authorised Signatory informs the Bank that an Authorised Signatory is no longer employed or affiliated with the Entity, it must explicitly request the removal of the Authorised Signatory before the Bank may cease accepting and/or disregarding any requests, authorisations, and/or endorsements from the Authorised Signatory. The Bank shall only reject such requests, authorisations and/or endorsements upon receipt of such notification and shall be authorised to proceed with the removal of the Authorised Signatory without prior notice to the Entity, should the Authorised Signatory notify the Bank of any such changes.
- iii. The Entity shall further hold harmless and indemnify the Bank from any damage or loss resulting from requests, authorisations and/or endorsements which are issued by an Authorised Signatory, who is no longer authorised by the Entity to make such requests, authorisations and/or endorsements or who is no longer employed or affiliated with the Entity, except where such changes have been communicated in writing to the Bank. This indemnification shall also apply to situations where the Entity fails to notify the Bank of any changes to the authority of the secretary or authorised representative(s) who originally signed the Appointment of Bankers' Form.

7. The authorisations and delegations granted by means of this resolution are in accordance with the applicable constitutive documents of the Entity.
8. The completed Appointment of Bankers' Form (including this resolution), has been tabled at the meeting above-captioned and has been approved, accepted and adopted by the Entity in its entirety. It was further resolved that the completed Appointment of Bankers' Form (including this resolution), be submitted to the Bank on behalf of the Entity.
9. This resolution shall be communicated to the Bank. It shall remain effective until receipt by the said Bank of a duly certified copy of a resolution rescinding or amending the same.

I,

hereby certify that the above is a true and faithful extract of the minutes of the meeting held as indicated above.

Date:
Name & Surname: _____
ID/Passport No.:

'Signature of Secretary/Signature of authorised representative/s who is/ are vested with legal authority to sign this Extract of the Minutes

DECLARATIONS BY AUTHORISED SIGNATORY/SIGNATORIES

I/we, undersigned hereby:

- Confirm that all the information provided to the Bank by me/us on this Appointment of Bankers' Form is true, accurate and up-to-date.
- Undertake to immediately inform the Bank if any of the information provided to the Bank by means of this Appointment of Bankers' Form becomes out-dated and/or is no longer correct.
- Affirm that all the deposits in the Account(s) are derived from legitimate activities.
- Agree to cooperate with the Bank in the eventuality that it requires further documentation and declarations about me and/or about any transaction(s) in which I/we might be involved.
- Acknowledge that the information about me/us may be put onto the Bank's database and used, analysed and assessed by the Bank to provide a better service. Apart from the Bank, this information including the nature of my/our transactions will be disclosed to third parties in order to provide the service applied for, for marketing purposes, for the purpose of fraud prevention and compliance with applicable guidance, regulations and legislation, for audit and debt collection and to enable services to be processed for the Bank in Malta and abroad.

I/we hereby confirm that I/we have read, understood and accept the entire Terms & Conditions, Depositor Information Sheet, Fee Information Document and Tariff of Charges governing the requested products and services. I/we also acknowledge that when needed, I/we can collect a copy of the relevant Terms & Conditions, Data Privacy Policy, Depositor Information Sheet, Fee Information Document and Tariff of Charges from any APS Branch, which are also available from the Bank's website www.apsbank.com.mt/terms-and-conditions.

If any of the Authorised Signatories does not hold a profile with the Bank, this section needs to be filled in by such Authorised Signatory/ies:

AUTHORISED SIGNATORIES' PERSONAL DETAILS

(IF ADDITIONAL SIGNATORIES ARE REQUIRED, PLEASE PRINT PAGE 4 ONLY AND SUBMIT WITH THESE MANDATE INSTRUCTIONS)

First Name:	Middle Name:	Surname:
Date of Birth:	Place of Birth:	
Nationality:	Citizenship:	
Mob No.:	Email:	
Permanent Residential Address	House/Apt.No.:	Street:
City:	Post Code:	Country:
ID Type:	Country of Issue:	
ID No.:	Document Issue Date: DD/MM/YYYY	Document Expiry Date: DD/MM/YYYY

POLITICALLY EXPOSED PERSON "PEP"

In terms of the Prevention of Money Laundering Act and the Prevention of Money Laundering and Funding of Terrorism Regulations, the Bank is required to establish whether you are a "Politically Exposed Person" (PEP) when entering into a banking relationship or executing a transaction for a customer.

Are you, or have you been in the last 2 years:

a) An Individual who holds a Prominent Public Function:

Y N (if yes, select from dropdown as appropriate)

Designation:	<input type="checkbox"/> Other:
Termination of Office: <small>(if Prominent Public Function held previously)</small>	

b) An Immediate Family Member of a Politically Exposed Person:

Y N (if yes, select from dropdown as appropriate)

Relationship:	Termination of Office: <small>(if Prominent Public Function held previously)</small>
Designation:	<input type="checkbox"/> Other:
PEP Name & Surname:	

c) A Close Associate of a Politically Exposed Person:

Y N (if yes, select from dropdown as appropriate)

Relationship:	Termination of Office: <small>(if Prominent Public Function held previously)</small>
Designation:	<input type="checkbox"/> Other:
PEP Name & Surname:	

DATA PROTECTION & MARKETING

Data Protection Policy	I hereby confirm that I have read, understood, and acknowledged the Data Protection Policy.	<input type="checkbox"/>
Privacy Preferences: Direct Marketing, Profiling & Research	I hereby give my consent to receive the following from APS: <small>(Tick the appropriate box)</small> Marketing communication by post, email, SMS or other electronic messages (such as online and internet banking messages) relating to information on APS Bank's products and services.	Y <input type="checkbox"/> N <input type="checkbox"/>
	In market research organised by the Bank, such as surveys and focus groups.	Y <input type="checkbox"/> N <input type="checkbox"/>

Consent Withdrawal: You may withdraw your consent from direct marketing at any time by sending an email request on marketing@apsbank.com.mt or via post (APS Bank plc, F.A.O. MARKETING Department, APS Centre, Tower Street, Birkirkara, BKR 4012 Malta).

ELECTRONIC COMMUNICATION

The Bank processes written instructions or requests received through secure channels, such as myAPS. The Bank may consider to process instructions or requests received by email if authorised to do so as hereunder, and in line with Terms and Conditions. Customers should refrain from sending personal information by email.

I authorise the Bank to act upon written requests or instructions sent or purported to have been sent from any of the email address/es specified on this form. I understand that the Bank shall nevertheless reserve the right (and at its sole discretion) to seek my identification through alternative channels prior to processing my requests or instructions received through email. I authorise the Bank to send any type of communication to any email address/es specified in this form.

Y N

Signature of Authorised Signatory: