



HSBC Bank Middle East Limited

Template Resolution

This is a suggested form of resolution for your consideration should you wish to avail banking products and services from HSBC Bank Middle East Limited, together ("HSBC"). Please refer to the template resolution guidance notes for an explanation as to why HSBC requires each paragraph. This does not constitute advice by HSBC to you, your officers or any other person. In particular, this wording does not take into account any provisions of your constitutional documents. HSBC makes no representation that the below resolutions are effective, nor that they comply with any applicable laws, regulations, or other restrictions applicable to you, your officers, or any other person, nor that they achieve the corporate purpose that you may be seeking to achieve.

[TO BE PROVIDED ON COMPANY LETTER HEAD]

RESOLUTION OF THE BOARD OF DIRECTORS / SHAREHOLDER[S] [PLEASE SPECIFY IF THIS IS A BOARD RESOLUTION OR A SHAREHOLDER RESOLUTION OF [INSERT FULL LEGAL NAME OF CUSTOMER] (THE "COMPANY") HELD AT [INSERT TIME OF THE MEETING] DULY ADOPTED AND PASSED ON [INSERT DATE OF MEETING] AT [INSERT THE VENUE OF THE MEETING] The meeting was called to order. It was determined that a quorum was present either in person or proxy, and the meeting was declared open.

It was confirmed that entry into these resolutions is in the best interest of and for the benefit of the Company and, is in accordance with, and does not contravene, the Company's memorandum/articles of association or other constitutional documents or any law applicable to, or other obligation of, the Company. WHEREAS it was noted that the Company intended to:

1. open and operate bank accounts (the "Accounts") with **[INSERT APPLICABLE HSBC ENTITY]** ("the "Bank"), in the name of the Company; and
2. borrow by availing all types of bank facilities (including without limitation trade receivables finance and supply chain finance facilities, corporate card facilities and treasury facilities) (the "Facilities"); and
3. avail cash management and any other type of products and services from the Bank and/or other members of the HSBC group.

AUTHORISED PERSONS' POWERS

IT WAS RESOLVED THAT

[FOR USE FOR SINGLE POWERS – DELETE IF NOT APPLICABLE]

[.....] is authorised to do the following singly in the name of, and for and on behalf of, the Company (the "Authorised Person"):

[FOR USE FOR JOINT POWERS – DELETE IF NOT APPLICABLE]

any two of [.....], [.....] and [.....] are authorised to do the following jointly in the name of, and for and on behalf of, the Company (each an "Authorised Persons" and together, the "Authorised Persons"):

A. MANAGEMENT OF ACCOUNTS

- i. to open, operate and close accounts;
- ii. to execute any agreement, undertaking, indemnity or any other document (whether entered into in physical form or electronic form) required by the Bank for the opening, operation and management or closure of the Accounts (through the Bank's electronic channels or otherwise); and

B. ELECTRONIC/INTERNET BANKING SERVICES

- i. to subscribe for electronic banking channels or platforms offered by the Bank ("Channels") to manage the Accounts and Facilities, and to sign and agree to such agreements and documents in relation to Channels;
- ii. to take all necessary actions (including the entry into agreements and/or documents) to authorise third parties to access, operate, and close the Channels to manage the Accounts and/or Facilities on the Company's behalf; and

- iii. appoint administrators and manage authorisation levels of administrators and delegate to administrators the authority to appoint other administrators and individual users.

C. BORROWING & OTHER FACILITIES

- i. to borrow and to avail all types of Facilities from the Bank or one or more members of the HSBC Group of any tenor (including, for the avoidance of doubt, any borrowing for periods exceeding 3 years); and
- ii. to sign, execute and deliver any agreement, undertaking, indemnity or any other document (whether entered into in physical form or electronic form) required by the Bank for the borrowing, financing arrangements or other Facilities availed, including, for the avoidance of doubt, any documentation necessary to avail or drawdown/utilise such borrowing or any of the Facilities including, but not limited to:
 - a. facility agreements;
 - b. guarantee applications (including financial guarantees);
 - c. import and export facility documentation;
 - d. utilisation requests or notices;
 - e. any other transaction documentation; and
 - f. any amendments or modifications thereto in connection with such borrowing or any of the Facilities;

D. SECURITY AND GUARANTEES

- i. to grant security interests and promissory notes and execute all associated documents (including but not limited to pledges, assignments, charges, liens and mortgages) in connection with and to secure obligations pertaining to any borrowing and/or other products and/or services availed by or on behalf of:
 - a. the Company; and/or
 - b. any other party, related or unrelated; and
- ii. to grant guarantees and indemnities and execute all associated documents in connection with and to secure obligations pertaining to any borrowing and/or other products and/or services availed by or on behalf of
 - a. the Company; and/or
 - b. any other party, related or unrelated.

E. FOREIGN EXCHANGE TRANSACTIONS

to authorise any persons to give instructions to the Bank verbally (including over the telephone) or in writing (including by email, through any electronic click through agreement or otherwise) in connection with the entry into, or the confirmation, variation or cancellation of any foreign exchange transaction only with the Bank;

F. LIQUIDITY DOCUMENTATION

to enter into any documentation (whether entered into in physical form or electronic form) required by or for the purposes of any netting, aggregation, pooling, interest enhancement arrangement or such other liquidity products (whether notional or actual) with the Bank and/or any affiliate of the Bank;

G. ARBITRATION

to enter into arbitration agreements on behalf of the Company and submit to the jurisdiction of arbitral tribunals for the resolution of disputes, whether in¹ [the United Arab Emirates][the Kingdom of Bahrain][the Sultanate of Oman][the State of Kuwait] [the State of Qatar] or otherwise; and

H. DELEGATION

to delegate all or any of their powers pursuant to this resolution to any person(s) on behalf of the Company.

5. [RATIFICATION OF PRIOR ACTS¹

IT WAS RESOLVED THAT any actions taken by an Authorised Person on behalf of the Company prior to the date of the

foregoing resolutions adopted hereby that are within the authority conferred thereby are hereby ratified, confirmed, approved and adopted as actions of the Company.]

SIGNATURES

[SAMPLE SIGNATURES – INSERT, AMEND OR DELETE AS APPLICABLE]

[SHAREHOLDER RESOLUTION SAMPLE SIGNATURE – DELETE IF NOT APPLICABLE]

Signed by *[insert name of authorised signatory of shareholder]* **for and on behalf of** *[insert name of shareholder of Company]* **in its capacity as shareholder of the Company**

Signed by *[insert name of authorised signatory of shareholder]* **for and on behalf of** *[insert name of shareholder of Company]* **in its capacity as shareholder of the Company**

[BOARD OF DIRECTORS RESOLUTION SAMPLE SIGNATURE – DELETE IF NOT APPLICABLE]

Signed by *[insert name of director]* **in their capacity as a director of the Company**

Signed by *[insert name of director]* **in their capacity as a director of the Company**