**TEMPLATE OF SHAREHOLDERS/DIRECTORS RESOLUTION**

# This is a suggested form of director/shareholder resolution for your consideration should you wish to avail banking products and services from HSBC Bank Middle East Limited, HSBC Bank Egypt S.A.E. or HSBC Bank Oman S.A.O.G., 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’S PRINTED LETTER HEAD

**RESOLUTION OF THE BOARD OF DIRECTORS / SHAREHOLDERS [delete as appropriate] OF [insert full legal name of company] (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 could conduct business.

It was resolved to open and operate bank accounts with [**INSERT APPLICABLE HSBC ENTITY**] (the “Bank”), in the name of …………………………………………..

It was also resolved to avail all types of banking facilities, electronic / internet banking facilities, borrowing, credit facilities, trade facilities, treasury facilities (the “Facilities”) products and services, and any liquidity products from one or more members of the HSBC Group.

It was also resolved that ………………………… and ……………………….. is/are [delete as applicable] authorised to do the following singly /any [two] jointly [delete as applicable] in the name of, and for and on behalf of, the Company:

1. open, operate and close bank accounts;
2. 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 bank accounts (through the Bank’s electronic channels or otherwise) and / or banking services or Facilities availed;
3. to enter into all agreements and/or documents (whether entered into in physical form or electronic form) required to authorise any third parties, including, without limitation, affiliates of the Company (including anyone appointed by them) to access, manage, transact and use any accounts or amend any banking services on behalf of the Company;
4. to authorise any persons to give instructions to the Bank verbally (including over the telephone) or in writing (including by email, through any electronic trading system, by electronic click-through agreement or otherwise) in connection with the entry into, or variation or cancellation of, any foreign exchange transaction only with the Bank;
5. 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;
6. to execute any applications (whether entered into in physical form or electronic form) to avail or drawdown any borrowing or other Facilities of any tenor including but not limited to any borrowing or availing Facilities exceeding 3 years, including guarantee applications, import and export facilities and to execute any facility agreements, utilisation requests or other transaction documentation and any amendments or modifications thereto in connection with such facilities;
7. to grant security and execute all associated security documents (including but not limited to guarantees, pledges and mortgages) in connection with any Facilities availed by the Company or on its behalf;
8. to grant security and execute all associated security documents (including but not limited to guarantees, pledges and mortgages) in connection with any Facilities availed by any other third party or on their behalf;
9. to delegate all or any of their powers to any person(s) on behalf of the Company;
10. to delegate and to sub-delegate as required for the establishment of administrators and users within internet / electronic banking channels; [and]
11. [to enter into arbitration agreements on behalf of the Company and submit to the jurisdiction of arbitral tribunals for the resolution of disputes, whether in the UAE or otherwise].

Shareholders / Board of Directors / Authorised Signatory [delete as applicable]