

**BOARD RESOLUTION FOR COMMERCIAL BANKING PRODUCTS FOR LIMITED COMPANY INCORPORATED IN MALAYSIA**

Company Name: (Incorporated in Malaysia)	Certified true and accurate:     Company Secretary
Company No.:	
<i>Please check (✓) one where applicable:</i>	
<input type="checkbox"/> Extract of Minutes of Board Meeting held on _____	
<input type="checkbox"/> Directors' Circular Resolution dated _____ pursuant to Article ____ of the Company's Articles of Association	
<input type="checkbox"/> Directors' Circular Resolution dated _____ pursuant to Section ____ of the Company's Constitution	
<input type="checkbox"/> Directors' Circular Resolution dated _____ pursuant to the Third Schedule of the Companies Act 2016	

**IT IS HEREBY RESOLVED:**

**AUTHORISED PERSON(S)**

**THAT** the following person(s):

*Please check (✓) the applicable items:*

*(Please provide signatory details and specimen signatures in Appendix A)*

<input type="checkbox"/>	1. _____ (NRIC No/Passport No: _____)
	2. _____ (NRIC No/Passport No: _____)
	3. _____ (NRIC No/Passport No: _____)
<input type="checkbox"/>	Any director of the Company <i>(Please provide authorised person's details and specimen signatures of all directors in Appendix A)</i>

be appointed as the Authorised Person(s) of [insert customer name] ("**Company**") to have authorities to exercise and perform the following powers and activities in the name and on behalf of the Company, and any †[one/ two] of the Authorised Person(s) is/are hereby authorised:-

- Banking with HSBC:** To represent the Company in all its dealings with HSBC Bank Malaysia Berhad and/or HSBC Amanah Malaysia Berhad ("**HSBC Amanah**"), including all their subsidiaries, branches, affiliates, located in Malaysia and/or overseas ("**Bank**");
- Bank Accounts:** (a) To open, maintain and operate, from time to time, any number and type of bank accounts in any currencies with the Bank ("**Accounts**") and where the Accounts are Shariah-compliant, they shall be based on the applicable Islamic principles, (b) To deal with funds deposited therein as the Authorised Person(s) see fit, and (c) To close, novate or otherwise deal on behalf of the Company with the Accounts;
- Accounts Authorised Signatories:** (a) To appoint such person(s) as authorised signatories in respect of the Accounts ("**Accounts Authorised Signatories**") and to set their signing conditions

† Delete whichever not applicable.

and limits\*; (b) To revoke the appointment of, and to replace, any Accounts Authorised Signatories; (c) To vary the signing conditions and limits of any Accounts Authorised Signatories; AND the Bank be authorised to pay cheques, bill of exchange, promissory notes or other orders for payment drawn, signed and accepted or made on behalf of the Company or accept any other instruction (whether in writing, electronically or by any other agreed means) in relation to the Accounts, whether such Accounts be in credit or overdrawn, *provided that* such cheques, bills, promissory notes, orders, instruction or receipts are signed by the Accounts Authorised Signatories in accordance with the signing conditions and limits;

4. **§Products and Services:** (a) To obtain from the Bank any banking products and services (including any Shariah-compliant products and services offered by HSBC Amanah) relating to, but without limitation, payments, supply chain and receivable purchase/ finance, trade finance related services, liquidity services, cash management services (e.g. cash concentration, target balancing, notional or physical cash pooling, interest/ return enhancement arrangement and others), card programme (“**Card Programme**”) and such other products and services howsoever named that are offered by the Bank from time to time (individually and collectively, “**Services**”); (b) To link the Services to any or all Accounts, wherever required; AND (c) To have full authority (including delegation of such authority) to decide, negotiate and agree to the structure and arrangement of such Services with the Bank (including assigning limit and deciding the users/cardholders to the relevant Services, wherever required);
5. **\*\*Channels:** (a) To subscribe for internet/ electronic platform and/or any other types of banking channels offered by the Bank (“**Channels**”), from time to time, and to access, manage and/or transact on the Accounts and/or Services; AND (b) To take all necessary actions including, without limitation, to have full authority (including the delegation of such authority), to authorise any third parties (including, without limitation, any affiliates of the Company and any person(s) appointed by such affiliates) to administer, manage and/or access the Channels (including the appointment and change of administrator(s) and user(s) in the Channels) on behalf of the Company for the purpose of accessing, transacting and use any Accounts and/or of amending any Services;

For above purpose, (i) Accounts and Services shall include such accounts and services of any affiliates of the Company participating in the Channels; AND (ii) the Company acknowledges that the signing conditions and limits assigned to the Accounts Authorised Signatories will not be applicable to the transactions made through the Channels.

6. **††Financing/ Facilities:** To obtain from the Bank any form of financing/ facilities (including any Shariah-compliant financing offered by HSBC Amanah), including financing/ facilities relating to trade (import and export) and hedging arrangement and bank guarantee, standby letter of credit, documentary credit issuance and any other unfunded facilities (individually and collectively “**Financing/ Facilities**”), and in any currencies, not exceeding an aggregate limit of Ringgit Malaysia \_\_\_\_\_ (or its Ringgit Malaysia equivalent);
7. **††Security:** in respect of the Financing/ Facilities granted to the Company or other related entities, To provide any form of security in favour of the Bank (including without limitation guarantees, pledges, liens, assignments, charges, debentures, set-off, negative pledge, indemnity and other forms of collateral), and including the creation of security interest over the assets of the Company (“**Security**”);

---

\* The list of accounts authorised signatories and their signing condition needs to be captured in a letter from the corporate customer to be signed by Authorised Persons.

§ Delete if not applicable

\*\* Delete if not applicable

†† Delete if not applicable

‡‡ Delete if not applicable

8. **§§Treasury Products & Financial Transactions**: To subscribe for, and/or to enter into, any treasury products (including without limitation placement of funds on wholesale money market deposits and any other money market deposits, investment in any forms of structured products and entry into repurchase transaction (repo), sell and buy agreement transactions) and any derivatives/ hedging transactions (including without limitation transactions relating to foreign exchange, interest/ profit rates, equities, debentures, credit derivatives, commodities, bullion and any other financial instruments on any basis and in any form whatsoever) with the Bank, where the Bank may be a counterparty or serves as an agent of the Company (collectively and individually, "**Treasury & Financial Transactions**") (including any Shariah-compliant Treasury & Financial Transactions with HSBC Amanah); AND To appoint (including subsequently revoking such appointment and to replace) such person(s) and to set the signing conditions of such person(s) to do the following for and on behalf of the Company:
- (a) To negotiate, deal in and/or enter into, and issue all instruments and communications whatsoever relating to or in connection with the Treasury & Financial Transactions, whether verbally or through electronic messaging or dealing system(s) (including dealing system offered by third party and the Bank's own dealing system platform);
  - (b) To execute, sign and deliver all instructions and communications whatsoever relating to or in connection with the Treasury & Financial Transactions, including without limitation applications of, subscription for, transfer of and any other forms, indemnities, documents, agreements, acknowledgements and trade confirmation, of the Transactions;
  - (c) To appoint and authorize such person(s) who may sign the deal confirmation (or in the case of Shariah-compliant Treasury & Financial Transactions with HSBC Amanah, any letters, documents, notices and/or wa'ad schedules confirming the transaction) for the Treasury & Financial Transactions, where applicable, and to specify the manner of such signing;
  - (d) To authorize the Bank to debit the Company's Accounts for any charges, costs or any other accounts payable by the Company to the Bank in relation to the Treasury & Financial Transactions, and to deduct such charges, costs or amounts from any monies due from the Bank to the Company; and
  - (e) To generally do all things necessary in relation to the Treasury & Financial Transactions with the Bank;
9. **Signing of Documents**: To sign (including by way of electronic signature) and deliver (whether in physical form or electronic form), for and on behalf of the Company, all and any types of forms, terms and conditions, agreements, transaction documents, undertakings, indemnities, waivers, consents, notices, authorisation, instructions, communication, confirmation, deeds, certificates, instruments, utilization requests, termination notices and documents in connection with, or incidental to, the ""[Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and Treasury & Financial Transactions];
10. **Authorisation/ Consent For Information**: To give such authorisation and/or consents required or requested by the Bank for the provision, processing or sharing of information, statements, information or other data relating to the Company (including persons connected to the Company),

---

<sup>§§</sup> Delete if not applicable

<sup>\*\*\*</sup> Delete whichever not applicable

+++[Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions] to any third party (whether by electronic or other means);

11. **Filing & Declarations**: To sign and deliver (whether in physical form or electronic form), for and on behalf of the Company, any tax forms or filings or declaration with respect to tax or any trade, economic or financial sanctions, laws, regulations, embargoes required in connection with the provision of the +++[Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions], where applicable;
12. **Best Interest Certification**: To certify, for and on behalf of the Company, at the Bank's request, that the acceptance of, or entry into, any banking products and services and any transactions with the Bank, based on the terms and conditions set out in the relevant agreements or documents, is in the best interest of, and would benefit, the Company and that such terms and conditions have been duly authorised and approved by the Company;
13. **Authority to Act**: To generally do all things necessary in relation to, or to give effect to, the \$\$\$[Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions];
14. **Delegation of Authority**: To delegate (including the subsequent revocation of such delegation) all or any of their powers and authority given herein to any person(s), and such delegation shall not prejudice the powers and authority given herein to the Authorised Person(s); and
15. **Amendments & Revocation**: To amend, terminate, withdraw or revoke any of the above in accordance with their respective terms;

#### \*\*\*\*COMMON SEAL

**THAT** in the event that any document or instrument to be executed by Company pursuant or incidental to the +++[Accounts, Services, Channels, Financing/ Facilities, Security, Card Programme and/or Treasury & Financial Transactions] is required to be executed under the Common Seal of the Company, authority be and is hereby given for the affixing of the Common Seal of the company on any such document or instrument and that the Common Seal be affixed thereto in accordance with the Company's +++[Article of Association or Constitution];

#### OTHERS

**THAT** to the extent that any acts and/or things have already been implemented or carried out by or on behalf of the Company in connection with the foregoing resolutions, such acts and/or things are hereby authorised and ratified;

**AND THAT** a copy of these resolutions be furnished to the Bank and that it shall remain in force until receipt by the Bank of a copy of resolutions certified by the Company Secretary revoking or modifying these resolutions, and the Bank (including its directors, employees and authorised representatives) shall be indemnified and kept harmless by the Company from any loss suffered or liability incurred by the Bank (including its directors, employees and authorised representatives) by continuing to act according to these resolutions where the Company has failed to provide notice to the Bank of such revocation or modification.

---

+++ Delete whichever not applicable

+++ Delete whichever not applicable

\$\$\$ Delete whichever not applicable

\*\*\*\* Delete if not applicable.

+++ Delete whichever not applicable

+++ Delete whichever not applicable.

§§§§[For unincorporated joint venture, this amending resolution shall be accompanied with a resolution in identical terms passed by the Board of Directors of \_\_\_\_\_ (insert name of joint venture partner)]

**APPROVAL BY BOARD OF DIRECTORS** (*applicable for a Director's Circular Resolution*)

Signed by :

Signed by :

Signed by :

Signed by :

Signed by :

Signed by :

Signed by :

Signed by :

Signed by :

Signed by :

---

§§§§ To add this if it is for an unincorporated joint venture. Delete if this is not applicable.

**APPENDIX A**

**CERTIFICATE OF SPECIMEN SIGNATURES FOR AUTHORISED PERSON(S)**

1. <u>          Name          </u> <u>          Designation      </u> <u>          NRIC/Passport   </u>	Specimen Signature
2. <u>          Name          </u> <u>          Designation      </u> <u>          NRIC/Passport   </u>	
3. <u>          Name          </u> <u>          Designation      </u> <u>          NRIC/Passport   </u>	
4. <u>          Name          </u> <u>          Designation      </u> <u>          NRIC/Passport   </u> <u>                              </u> <u>                              </u>	

I, \_\_\_\_\_, the Company Secretary of  
 ("Company") hereby certify that the above is a list of the \*\*current Directors  
 / \*\*Authorised Persons of the Company, as referred to in the Board  
 Resolution dated \_\_\_\_\_ together with their respective  
 specimen signatures. I undertake to notify the Bank in writing in the event  
 of any changes to the above as long as the Company has an account with  
 the Bank, and until the receipt of such notification, the Bank is entitled to  
 rely on the above.

Signed by :

Date :

\*\* (Delete as appropriate)