

Template resolution guidance notes

These template resolution guidance notes explain the various powers that are required by HSBC in order for you to avail our products and services. This guide should be read in conjunction with the suggested director/shareholder resolution that is available for you to download at <https://www.business.hsbc.com.kw/en-gb/kw/generic/download-centre>.

This guide 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.

1. All account openings require you to have the express powers to open, operate and close accounts without specifying payment limits. For any payments via HSBC's e-channels, it is your responsibility to set any payment limits that you wish to establish in accordance with your own internal policies. The bank has no control or visibility over the payment limits that you may wish to apply to your account. The bank's electronic channels operate on a straight through processing model (i.e. the bank processes the instructions received without checking the authority of any particular user). For setting manual payment limits, for example, telegraphic transfers or cheques, you are required to submit signature cards with payment limits to the bank.
2. You are required to provide express powers to enter into agreements for the operation of any bank accounts (including using the bank's electronic channels), banking facilities and any other banking services.
3. This is important if you would like a third party to operate your account. If your account is linked to a master profile, they will be able to run and operate the account on your behalf without limit or further reference to you. This also includes the ability to amend any services on your account via HSBCnet, for example, amending a liquidity structure or other banking service of which you are part.
4. This gives your authorised signatory the power to appoint individuals to deal with the bank for foreign exchange transactions made by the company using different communication channels including by telephone, email or other online platform.
5. This gives your authorised signatory the power to enter into liquidity documentation with the bank.
6. This covers the ability to execute all facility-related documentation (including facility offer letters, guarantee applications, term loans) and any amendments. The wording also covers drawdown requests of the facilities.
7. This gives your authorised signatory the power to create charges against your assets in return for your borrowing. If you envisage granting specific types of security, consider listing those types of security here (noting that you will be limited to providing those types of security listed in the resolution to the bank if you do so).
8. This covers the powers of your authorised signatory to create charges against your assets in return for the borrowing of any third parties. If the phrase "any other third party" is missing we will not be able to establish the powers of your signatory to provide security interest for the borrowing of any third parties – if you envisage granting specific types of security, consider listing those types of security here.
9. This allows your authorised signatory to appoint other signatories to operate your accounts manually, or link your accounts to a master profile.
10. The power to delegate and sub-delegate is required to ensure that there is an unbroken chain of authority permitting users to give instructions via the electronic banking channels. This is necessary in particular as the Initial System Administrator (ISA) has complete control over the appointment of users, other System Administrators (SAs) and payment limits. Also, if the person who signs the e-terms agreement nominates someone else to be the ISA then this is also delegation. Sub-delegation is required because the ISA is able to appoint other SAs who then have the ability to appoint users and transact on HSBCnet on your behalf. In the same way that HSBC does not set payment limits, HSBC does not have control over the set-up of users because the ISA/SA does this on your behalf.
11. This is only necessary if the Company is entering into a transaction document that contains an agreement to arbitrate.

Additional notes:

1. Please note that separate specific board resolutions will be required for products outside of lending facilities (for example, derivatives products) and for any products in Islamic format. Please contact your relationship manager for more information.
2. This resolution should be signed by company representatives that have the authority to do so in accordance with your constitutional documents. The bank should be able to verify this authority from those constitutional documents.
3. For details on HSBC's notarisation/attestation requirements please contact your onboarding representative.