BOARD RESOLUTION – ΑCTING AS TRUSTEE (Digital Banking Services)

**To: Eurobank Private Bank Luxembourg S.A. (the “Bank”)**

As the company **...........................................................................................................................................................................................** (Reg. No. **.................................**) (the “Company”) has been appointed Trustee [**together with** **..................................................................................................................**] of **........................................................................................ .................................................................................................................** (“the Trust”) pursuant to the Trust Deed dated **.................................** at a meeting of the Company duly convened after due notice having been given to the directors and held at **............................................................................................................................................................................................................................** on **..........................................** at which the quorum necessary for the transaction of business was achieved, in accordance with the provisions of the Company’s statutes, the Board of Directors considered **the General Terms Governing the Relationship between Client-Bank**, available at the Bank and the Bank’s website [www.eurobankpb.lu](http://www.eurobankpb.lu), and the following resolutions were unanimously passed:

|  |  |
| --- | --- |
| **Resolution 1** | That the Company as trustee of the Trust [**acting jointly with** **...................................................................................................................................................**] will submit an application to the Bank for the provision and/or modification of the electronic and/or digital service and/or of other services through the Bank’s Digital Banking Services. |
| **Resolution 2** | That the Company agrees and ratifies its acceptance of the Terms and Conditions of Use of the Digital Banking Services, as incorporated into **the General Terms Governing the Relationship between Client-Bank**, available at the Bank and the Bank’s website [www.eurobankpb.lu](http://www.eurobankpb.lu), and the terms and conditions of any other documentation necessary for the provision and use of the Digital Banking Service of the Bank. |
| **Resolution 3** | That the Company authorise(s) the authorised person(s) acting on behalf of the Company and as indicated under the table “**Designated Digital Banking User(s)**” as designated user(s) of the Digital Banking Services **[acting jointly and with the same role and/or access with ............................................................................................. ..........................................................................................]**, with the below role and/or access rights with the purpose of viewing and obtaining information and/or executing monetary transactions. |
| **Resolution 4** | That in addition to the above, the Company authorise(s) the below person(s) as indicated under the table “**Designated Digital Banking User(s)**” as designated user(s) of the Digital Banking Services, with the below role and/or access rights with the purpose of viewing and obtaining information. |

**Designated Digital Banking User(s)**

|  |  |  |  |
| --- | --- | --- | --- |
| **\*1Access Level:** | **V:** | | View Only Role (no permissions for transactions). |
| **I:** | | Input Only Role (creates/inputs transactions without permission to execute those). |
| **A:** | | Authorise Only Role (can only authorise transactions to be sent - without permission to create them). |
| **F:** | | Full Access Role (can both create and authorise transactions). |
|  | | | |
| **\*2Daily Limits:** | | To be completed if AUTHORISE or FULL Access Level is selected. | |
|  | | If NO LIMIT is specified, the MAXIMUM ALLOWABLE LIMIT per transaction type will apply. | |

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|  | | **Designated User 1** | | **Designated User 2** | |
| **Full Name** | |  | |  | |
| **Identity Card/Passport No.** | |  | |  | |
| **Access Level\*1** | | V  Ι  Α  F | | V  Ι  Α  F | |
| **Daily Limits\*2** | |  | |  | |
| **a.** | Bulk Mass Payments | € | | € | |
| **b.** | SEPA Transfers | € | | € | |
| **c.** | International Transfers | € | | € | |
| **d.** | Internal Transfers to Third Party(ies) | € | | € | |
| **e.** | Internal Transfers between Own Accounts | € | | € | |
| **Connection to All Accounts** | | Yes  No | | Yes  No | |
| **If No, specify the account(s) to be connected** | | a. |  | a. |  |
| b. |  | b. |  |
| c. |  | c. |  |
| d. |  | d. |  |
| e. |  | e. |  |
| **Automatic Connection of All Future Accounts** | | Yes  No | | Yes  No | |
|  | | **Designated User 3** | | **Designated User 4** | |
| **Full Name** | |  | |  | |
| **Identity Card/Passport No.** | |  | |  | |
| **Access Level\*1** | | V  Ι  Α  F | | V  Ι  Α  F | |
| **Daily Limits\*2** | |  | |  | |
| **a.** | Bulk Mass Payments | € | | € | |
| **b.** | SEPA Transfers | € | | € | |
| **c.** | International Transfers | € | | € | |
| **d.** | Internal Transfers to Third Party(ies) | € | | € | |
| **e.** | Internal Transfers between Own Accounts | € | | € | |
| **Connection to All Accounts** | | Yes  No | | Yes  No | |
| **If No, specify the account(s) to be connected** | | a. |  | a. |  |
| b. |  | b. |  |
| c. |  | c. |  |
| d. |  | d. |  |
| e. |  | e. |  |
| **Automatic Connection of All Future Accounts** | | Yes  No | | Yes  No | |
|  | | **Designated User 5** | | **Designated User 6** | |
| **Full Name** | |  | |  | |
| **Identity Card/Passport No.** | |  | |  | |
| **Access Level\*1** | | V  Ι  Α  F | | V  Ι  Α  F | |
| **Daily Limits\*2** | |  | |  | |
| **a.** | Bulk Mass Payments | € | | € | |
| **b.** | SEPA Transfers | € | | € | |
| **c.** | International Transfers | € | | € | |
| **d.** | Internal Transfers to Third Party(ies) | € | | € | |
| **e.** | Internal Transfers between Own Accounts | € | | € | |
| **Connection to All Accounts** | | Yes  No | | Yes  No | |
| **If No, specify the account(s) to be connected** | | a. |  | a. |  |
| b. |  | b. |  |
| c. |  | c. |  |
| d. |  | d. |  |
| e. |  | e. |  |
| **Automatic Connection of All Future Accounts** | | Yes  No | | Yes  No | |
|  | | **Designated User 7** | | **Designated User 8** | |
| **Full Name** | |  | |  | |
| **Identity Card/Passport No.** | |  | |  | |
| **Access Level\*1** | | V  Ι  Α  F | | V  Ι  Α  F | |
| **Daily Limits\*2** | |  | |  | |
| **a.** | Bulk Mass Payments | € | | € | |
| **b.** | SEPA Transfers | € | | € | |
| **c.** | International Transfers | € | | € | |
| **d.** | Internal Transfers to Third Party(ies) | € | | € | |
| **e.** | Internal Transfers between Own Accounts | € | | € | |
| **Connection to All Accounts** | | Yes  No | | Yes  No | |
| **If No, specify the account(s) to be connected** | | a. |  | a. |  |
| b. |  | b. |  |
| c. |  | c. |  |
| d. |  | d. |  |
| e. |  | e. |  |
| **Automatic Connection of All Future Accounts** | | Yes  No | | Yes  No | |
|  | | **Designated User 9** | | **Designated User 10** | |
| **Full Name** | |  | |  | |
| **Identity Card/Passport No.** | |  | |  | |
| **Access Level\*1** | | V  Ι  Α  F | | V  Ι  Α  F | |
| **Daily Limits\*2** | |  | |  | |
| **a.** | Bulk Mass Payments | € | | € | |
| **b.** | SEPA Transfers | € | | € | |
| **c.** | International Transfers | € | | € | |
| **d.** | Internal Transfers to Third Party(ies) | € | | € | |
| **e.** | Internal Transfers between Own Accounts | € | | € | |
| **Connection to All Accounts** | | Yes  No | | Yes  No | |
| **If No, specify the account(s) to be connected** | | a. |  | a. |  |
| b. |  | b. |  |
| c. |  | c. |  |
| d. |  | d. |  |
| e. |  | e. |  |
| **Automatic Connection of All Future Accounts** | | Yes  No | | Yes  No | |

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| --- | --- |
| **Resolution 5** | That it is acknowledged that the provision of electronic and/or digital service and/or of other services through the Bank’s Digital Banking Services remains at all times subject to the General Terms Governing the Relationship between the Client-Bank and the Company undertakes to deliver and/or make available the aforementioned terms to the above authorised person(s), without undue delay. |
| **Resolution 6** | That the Company accepts and expressly and unreservedly consents that the Bank, without any prior notice, may increase/decrease the daily limit of the Digital Banking access and the Company irrevocably authorise the Bank to charge the bank accounts in the name of the Trustee(s) as trustee(s) of the Trust with all transactions and fees resulting from the provision and use of the Digital Banking Services in accordance with the Bank’s “**Fee & Charges Schedule**” (if and to the extent applicable) without prior notice. |
| **Resolution 7** | That the Company further authorises the Bank to send to each designated user via e-mail to the e-mail address and/or via Short Message Service (SMS) to the mobile phone number, held in accordance with the Bank’s records, his/her Digital Banking User ID and/or password and/or the One Time Password (OTP), where applicable.  The Company also hereby acknowledges that each designated user shall be solely responsible for the safety and confidentiality of all and any personalized security credentials (user ID(s), password(s), etc.) and  that the Bank shall bear no responsibility for any damage suffered by the Company and/or designated user(s) caused by the failure of receipt of any such personalized security credentials due to wrong email address and/or mobile telephone number or due to technical problem or due to any other reason whatsoever, except if such reason is solely attributed to the Bank. |
| **Resolution 8** | That the directors, chairman and secretary hereby confirm and declare that they have carefully read and understood the content of the Privacy Notice of the Bank (available at the Bank and at the Bank’s website at [www.eurobankpb.lu](http://www.eurobankpb.lu)), regarding the processing of their personal data for the purposes of the carrying out of Company’s business and/or contractual relationship with the Bank and of their rights in this respect. |
| **Resolution 9** | That the Company undertakes to deliver and/or make available the Privacy Notice of the Bank to the physical person(s) whose personal data were disclosed herein above and/or notify him/her of the aforesaid document, without undue delay. |
| **Resolution 10** | That the Bank be furnished with a certified copy of the Company’s memorandum and articles of association and with copies of any amending special resolutions that may from time to time be passed. |
| **Resolution 11** | That the Bank be furnished with a list of the names of the directors, secretary and other officers of the company and with a specimen of the signatures of the authorised signatories, and that the Bank be authorised to act on any information given by any director or the secretary as to any changes therein. |
| **Resolution 12** | That these resolutions be communicated to the Bank and remain in force until an amending resolution shall be passed by the Board of Directors and a copy thereof certified by anyone of the directors or the secretary shall be communicated to the Bank. |
| **Resolution 13** | That all the acts and/or operations referred to the hereinabove be done and/or carried out by the said authorised person/s either by attending in person and/or by using the services and/or systems which the Bank offers and/or may offer from time to time through the Bank’s electronic and/or other media. |
| **Resolution 14** | When no instructions to the contrary are given to the Bank the above terms will apply to all accounts of any kind which are opened now or will be opened in the future in the name of the Company as trustee of the Trust. |
| **Resolution 15** | We certify that the foregoing resolutions have been duly entered in the minute book and signed therein by the Chairman and are in accordance with the articles of the Company and that the Company is a public/private (delete as appropriate) Company. |

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| **Chairman** | **Secretary** |
| ……………………………………………………………………. | ………………………………………………………………………….. |
|  | |
| **Signed by (PRINT NAME):** | **Signed by (PRINT NAME):** |
| **..........................................................................................** | **................................................................................................** |

(Affix seal, where applicable)

Date: **.........................**

(All alterations in this form should be initialled)