

Appointment of Bankers

TO: REPUBLIC BANK (BVI) LIMITED (hereinafter called “The Bank”)

Date: February 15, 2026

At a general meeting of the Management Committee/Board of Directors of

ABC Example Ltd

(hereinafter called “the Company”) whose registered office is at Suite 2B, Example House, Road Town, Tortola VG1110, British Virgin Islands

held the 1st day of February 2026 it was resolved that:-

- A) The Bank be appointed or continue as the Bankers of the Company and that this mandate given pursuant to this resolution shall replace all existing mandates of the Company which are now cancelled effective the date this Resolution is received by the Bank.
- B) The Bank accept instructions on behalf of the Company on any matter referred to in this Resolution and signed by the persons for the time being holding offices identified in the First Schedule hereto in the manner specified herein.
- C) In respect of the Company’s account(s) with the Bank whether such account(s) be denominated in the currency of Eastern Caribbean or other foreign currency and subject to any regulations relating to each account for the time being in force the Bank is hereby authorised and requested to:-
 - 1. Make or continue advances or otherwise give credit and/or banking facilities and/or accommodation including the guaranteeing of obligations at any times to such an extent and upon such terms as the Bank may think fit;
 - 2. Honour and comply with all cheques, drafts, orders to pay, bills of exchange and promissory notes or other instructions expressed to be drawn, signed, accepted, endorsed or made on behalf of the Company drawn upon or addressed to or made payable with the Bank whether such account or accounts is or are in credit or in debit or may become overdrawn in consequence or otherwise but without prejudice to the Bank’s right to refuse to allow any overdraft or increase of overdraft;
 - 3. Treat all cheques, drafts, orders to pay, bills of exchange and promissory notes or other instructions as being endorsed on behalf of the said Company where the same purport to be signed by any of the persons holding for the time being any of the offices or positions in the said Company specified in the First Schedule and in the manner provided therein and to discount or otherwise deal with them provided that such endorsements purport to be the signatures of any of the said persons holding offices identified in the First Schedule.
 - 4. Give the Organisation access to Commercial Deposit Facilities on completion of the appropriate form.

- 5. Honour and comply with all instructions, to charge or hypothecate securities, and documents of title and the property to which the same relate to the Bank as cover for any accommodation given and to confer upon the Bank such full and special powers and rights in relation to the matter as the Bank shall require and to undertake on behalf of the Company to provide the Bank in advance with the necessary funds to discharge any accommodation so granted.
- D) This mandate and the First Schedule shall remain in force until receipt by the Bank of a copy of the Resolution of the Board of Directors of the Company certified in accordance with the Second Schedule rescinding or amending the same.
- E) The Bank be authorised to obtain from and to disclose to any Credit Bureau and/or other credit grantors information about the Company and the accounts.
- F) In the event of any of the accounts becoming overdrawn at any time both before as well as after demand made by the Bank for payment as well as both and after judgement to charge compound interest on the sum by which the said account or any of the said accounts is overdrawn calculated on daily balances with monthly and other agreed rests.
- G) The rate of interest charged shall be such as the Bank may in the Bank’s absolute discretion charge but so that such rate of interest shall not exceed the Bank’s base rate at any given time by more than fifteen percentage points and shall be subject to variation from time to time in the Bank’s sole discretion. Provided always that any omission by the Bank to give notice of any such rate or of any such variation or the non-receipt of such notice by the Company shall not affect the charge or change but on receipt of a written request from the Company the Bank will specify in writing the rate of interest being charged at the time of the request.
- H) If the indebtedness of the Company to the Bank or any part thereof is also secured to the Bank under an instrument or agreement whose terms and conditions are in conflict with those recited in this mandate or require that higher rate of interest than is permissible hereunder be paid nothing in this mandate shall affect or prejudice in any way the terms and conditions of such instrument or agreement or the Bank’s right to recover such higher rate of interest charged or as the case may be the difference between such higher rate and the rate paid or payable hereunder and the interest at the rate in force at the time of

termination of the banking facilities granted the Company and compounded in the manner herein above set forth shall continue to be payable at such rate and compounded in such a manner until payment in full of the indebtedness of the Company to the Bank and notwithstanding the recovery by the Bank of any judgement or order for the payment of the same.

- I) The Bank may at any time without prior notice to the Company **COMBINE** or **CONSOLIDATE** any or all of such sums or money or part or parts thereof as may now stand hereafter may from time to time be standing to the credit of the Company upon current account, deposit account or savings account WITH any or all of such sums of money or any part or parts thereof as may now be or hereafter may from time to time become due or owing to the Bank anywhere from or by the Company either as principal or surety and either solely or jointly with any other person or persons upon current account, bills of exchange or promissory notes or upon loan or any other account whatsoever or for actual or contingent liability all usual banking charges.
- J) The Bank shall at liberty without any notice to or further or other consent from the Company to apply or transfer any money now or at any time hereafter standing to the credit of the Company upon current account, deposit account or savings account in payment or in part payment of any such sums of money as may now be or hereafter may from time to time become due or owing to the Bank from or by the Company.
- K) The Bank may refuse payment of any cheque, bill, note or order drawn or accepted by the Company or upon which the Company may be otherwise liable and which if paid would reduce the amount of money standing to the credit of the Company to less than the amount for the time being so due or owing to the Bank from or by the Company.
- L) All correspondence and notices to the Bank shall be sent to the Branch situate at **Road Town, Tortola, British Virgin Islands**
- M) The Company will examine all statements supplied by the Bank setting out transactions on any of the Company’s accounts and, unless queries on any statement and on relevant cheques and vouchers are made in writing to the Bank within thirty (30) calendar days of the date of such statement, the Company shall be deemed conclusively to have accepted all the matters contained in such statements as true and accurate in all respects.
- N) The Customer will indemnify the Bank, its officers, directors, employees and agents against and hold the Bank, its officers, directors, employees and agents harmless from all and any liability from all claims, costs, actions or other proceedings whatsoever or howsoever arising out of the use of the Card or Account made or brought against the Bank, its officers, directors, employees and agents by any third party or Customer.
- O) Without Notice: The Bank may close the Customer’s Account(s), Certificate(s) of Deposit, Term Deposit(s) and/or terminate any Service(s) provided to the Customer under this Agreement, without prior notice, in any circumstance in which the Bank considers it reasonable to do so, including, without limitation, in the following circumstances:
 - 1. if the Customer does not operate the Account(s), in a satisfactory manner, for example, if the Customer maintains an unauthorized overdrawn balance, issue

- 2. frequent non-sufficient funds (NSF) cheques on your Account,
- 2. if the Bank believes or suspects that the Customer is engaged in any unlawful purpose or otherwise involved in the violation of any law or regulation including laws relating to anti-corruption and bribery, money laundering, terrorist financing, economic or trade sanctions;
- 3. or if the Customer is otherwise deemed by the Bank in its sole discretion to pose any risk to the Bank’s business, personnel, operations, or reputation;
- 4. if the Customer does not provide the Bank with any documentation required to open, operate or maintain the account.
- P) The Customer acknowledges that he/she has read the Bank’s Privacy Policy, located on the Bank’s website and agrees and accepts the terms contained therein.
- Q) We hereby certify that there is no restriction or limit on the Company’s right to borrow and that the above is a true copy from the Minutes of the above mentioned meeting

-----Chairman

-----Secretary

THE FIRST SCHEDULE

Officers authorised to sign on behalf of the Organisation.

<u>NAME</u>	<u>POSITION</u>	<u>SIGNATURE & ID</u>
A) Jane Exampleton	Director	
David Placeholder	Director	
B) Rachel Tester	Authorized Signatory	

* The signatures that will be required shall be
 any one any two
 one from A) and one from B) two from A)



Republic Bank (BVI) Limited

COMPANY MANDATE

THE SECOND SCHEDULE:

Instructions affecting this mandate including revocation may be authorised by any

officer or officers

The following documents are provided with this mandate:

Companies (Limited or Unlimited)/or Non-Profit Companies

- Articles of Incorporation ()
- Certificate of Incorporation (X)

Existing Companies "Continued"

- Articles of Continuance ()
- Certificate of Continuance ()
- ()

External Companies

- Power of Attorney ()
- Copy of Corporate Instruments of the Company ()
- Certificate of Registration ()

Former Act Companies

- Certificate of Incorporation ()
- Copy of Memorandum and Articles of Association ()

<u>NAME</u>	<u>OFFICE</u>
Jane Exampleton	Director
David Placeholder	Director

CA44

WITNESSED BY

C\MFD BY SIGNATORY SIG. NO.