

Terms and Conditions for Business Accounts



INTRODUCTION

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A. Definitions

In these terms and conditions for business accounts (this “Agreement”) words capitalized bear meanings within the stipulated text of this Agreement.

In addition:

- (a) “**Account**” refers to each existing account and future accounts opened with the bank by us, as a single or joint accountholder or to which we were added as a joint accountholder.
- (b) “**the bank**” or “**FirstCaribbean**” refers to FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) N.V. or FirstCaribbean International Finance Corporation (Leeward & Windward) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited or FirstCaribbean International Bank (Curacao) N.V. or FirstCaribbean International Bank (Trinidad & Tobago) Limited and such other subsidiaries or affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of these companies.
- (c) “**Bank Card**” includes the debit card(s) and credit card(s) that the bank may issue us to enable us to transact business at branches or at automated banking machines or to obtain cash advances or to charge retail purchases to the Account.
- (d) “**Business' Home jurisdiction**” refers to the jurisdiction of the Business' incorporation, organization or chartering or in the case of a sole proprietor the jurisdiction in which he or she is a citizen or ordinarily resident.
- (e) “**Disclosure Documentation**” means the account fees and interest disclosure documentation we received when we opened the Account or were added as a joint accountholder, as applicable.
- (f) “**I**”, “**my**”, “**we**”, “**our**”, “**us**” and “**the Business**” refer to the owner and/or joint owner of an Account or customer for whom a service is provided (including, where applicable, any Authorized Signing Officers (defined below) or their delegates) and, when applicable mean an individual, sole proprietorship, joint venture, partnership, association (including unincorporated) or corporation or other body which has made an application to the bank, or provided a guarantee, for any financial product or service offered by the bank.
- (g) “**Instrument**” includes among other things cheques, promissory notes, and payment orders in writing which, when properly issued and/or signed would instruct the bank to debit our account, and other bills of exchange.
- (h) “**Items**” means the Instruments, withdrawal forms, debit memos (whether relating to pre-authorized debits or otherwise) and other vouchers that relate to entries on our statement and that relate to our statement and that are normally provided in accordance with the bank’s general practice.
- (i) “**You**” and “**your**” refer to any member of the FirstCaribbean group, as applicable, and includes directors, officers’ agents and employees of the bank where appropriate.
- (j) “**the bank’s Standard Overdraft Rate**” refers to the standard interest rate that the bank charges on overdrawn balances or where applicable a specific interest rate otherwise quoted by the bank.

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B. The Contract with FirstCaribbean International Bank

This Agreement sets out the terms and conditions that govern our relationship with the bank. These terms and conditions are incorporated into and form part of the contract formed between you and us. By opening the Account with you or requesting a product or service from you, we agree to be bound by these terms and conditions.

Depending on a variety of factors including the type of account we wish to operate, the nature of the transactions we wish you to undertake on our behalf, we recognize we may be required to sign additional written agreements with you. The terms and conditions contained in this Agreement are in addition to and not a substitute for these other written agreements. This Agreement, your tariff guide or fee brochure, and the terms and conditions of all application forms and written agreements made between us representing the operation of our FirstCaribbean accounts or other products and services constitute the terms of the contract between us.

This Agreement is personal to us and a person or party who is not a party to this Agreement will have no right to enforce any of its terms. None of our rights, benefits or obligations relating to this Agreement or any service provided under its terms may be assigned by us without your prior written permission. Any waiver of a breach of any term of this Agreement shall not affect our rights in the future in respect of any further breach of that or any other term.

This Agreement contains our entire agreement with you in respect of the services provided under it and to the extent permitted by law. No warranty shall be implied or have any effect unless specifically included in this Agreement and in any changes subsequently notified or the tariff guide or fee brochure.

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C. General Terms and Conditions

In exchange for the bank opening and operating one or more Accounts for us, or providing one or more product or service for us, we agree to be bound by the terms contained in this Agreement. **This Agreement replaces all previous agreements (in relation to our Account(s)) and the bank reserves the right, in its sole discretion and without any liability, to amend, replace, supplement, or update this Agreement in accordance with paragraph 23.**

1. **FirstCaribbean as banker.** The Business appoints the bank as its banker.
2. **Company directors.** The directors of the Business may from time to time:
 - (a) borrow money or otherwise obtain credit upon the credit of the Business in such amounts and upon such terms as may be considered advisable;
 - (b) issue, reissue, sell or pledge debt obligations of the Business, including without limitation, bonds, debentures, debenture stock, notes or other securities or obligations of the Business, whether secured or unsecured for such sums, upon such terms, covenants and conditions and at such prices as may be deemed expedient;
 - (c) charge, mortgage, hypothecate, pledge, assign, transfer or otherwise create a security interest in all or any currently owned or subsequently acquired real or personal, movable or immovable property of the Business, including among other things, book debts and unpaid calls, rights, powers, franchises and under-taking, to secure any money borrowed or any other debt or liability of the Business;
 - (d) guarantee to FirstCaribbean the indebtedness and liability of any person, firm or corporation, in either a limited or unlimited amount and either with or without security; and
 - (e) delegate to such one or more of the officers and directors of the Business as may be designated by the directors all or any of the powers conferred by the foregoing clauses or the Business' By-Law to such extent and in such manner as the directors shall determine at the time of each delegation.
3. **Authorized Signing Officers.** The Authorised Signing Officers in accordance with the signing authority in the Business Account & Services Application & Change Form (each being an "Authorized Signing Officer") is/are authorized for and on behalf of the Business from time to time to:
 - (a) make, sign, draw, accept, endorse, negotiate, lodge, deposit or transfer any or all cheques, promissory notes, drafts, acceptances, bills of exchange, orders for the payment of money, evidences of indebtedness and contracts for letters of credit and forward exchange, whether or not an overdraft is thereby created in any Account as a result;
 - (b) execute or provide any authority to any officer of FirstCaribbean to accept and/or pay any or all drafts, bills of exchange or promissory notes on behalf of the Business; also to execute receipts for and orders relating to any property of the Business and held by or on behalf of FirstCaribbean;
 - (c) enter into any securities-related transactions with FirstCaribbean or any of its securities subsidiaries;
 - (d) receive from FirstCaribbean or any of its subsidiaries any stocks, bonds or other property of our company or firm;
 - (e) sign receipts for and orders relating to any of the Business' property held by or on behalf of FirstCaribbean;
 - (f) rent and have access to safety deposit boxes at any FirstCaribbean branch;
 - (g) borrow money or otherwise obtain credit from FirstCaribbean by way of loans, advances, overdrafts or otherwise; and to give security over any or all of the Business' currently owned or after-acquired, real or personal, movable or immovable property to secure any such credit obtained from FirstCaribbean, and to sign all documents necessary to do so;

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- (h) guarantee to FirstCaribbean the indebtedness and liability of any person, firm or corporation, in either a limited or unlimited amount and either with or without security; and
 - (i) sign any agreement with or authority to FirstCaribbean relating to the Business' banking and financial services needs, whether generally or with regard to any particular transaction (including, among other things, (i) the Account Operation Agreement; (ii) interest rate, foreign exchange and commodity-related banking arrangements, and (iii) FirstCaribbean's service agreements for centralized cash control, third party payments, electronic data interchange, money market trader and any other of FirstCaribbean's cash management services).
4. **Delegation of Authority.** The Authorized Signing Officers in accordance with the signing authority in the Business Account & Services Application & Change Form may, from time to time, delegate authority in writing to one or more delegates to do any or all of the actions described in paragraph 3. Such delegation may be for either a limited or unlimited period of time. The delegation letter will identify by name and title, and contain specimen signatures of, each delegatee.
 5. **Deposits, etc.** Any of the Authorized Signing Officers as well as any officer as delegated by the Authorized Signing Officers is authorized for and on behalf of the Business from time to time to negotiate for deposit with FirstCaribbean (but for the credit of the Account only) any and all cheques, promissory notes, bills of exchange and payment orders; also to receive all paid cheques and other debit vouchers charged to the Account and to execute the bank's form of receipt therefor. The Business' endorsement on any item deposited to an Account may be made by means of a rubber stamp or any other device.
 6. **Trade name.** If the Business operates any Account under one or more business or trade names, the terms of this Agreement apply to each such Account.
 7. **FirstCaribbean 's reliance.** The bank may rely on everything that is done and on all documents signed on the Business' behalf in accordance with this Agreement until notice to the contrary or of any change has been given in writing. All such documents will be valid and binding upon the Business whether or not the Business' corporate seal (if there is one) has been placed on any such document.
 8. **Specimen Signatures.** The Business shall provide the bank with a list of the names of the Authorized Signing Officers together with specimens of their signatures. Each office and branch of the bank may act in accordance with those documents in any dealings that are had in the name of the Business until due written notice to the contrary has been given to and received by the manager or acting manager of such office or branch.
 9. **Notice of Changes.** The Business undertakes to notify the bank of any changes respecting the powers of the Business or its directors or officers to do any of the things listed in paragraph 2. The Business further undertakes to notify the bank of any changes respecting (i) the authority of any director, officer, employee or partner to sign on the Business's behalf, (ii) any resolutions of the directors or shareholders of, or any unanimous shareholder agreement relating to, or any partnership agreement of, the Business of which FirstCaribbean holds copies, or (iii) any change in our business, included but not limited to name, address, contact telephone numbers, financial position, insolvency, ownership (including by bearer shares) and any other information that may affect the conduct of our agreement with the bank.
 10. **Joint and Several Liability.** Joint account holders are individually and jointly liable to repay any money owed to the bank (even if one of us has subsequently ceased to be a partner, unless you have agreed

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otherwise in writing) and you may demand repayment from either, any or all of us. Unless otherwise agreed between us, individuals authorised to give instructions on accounts of clubs, charities, associations or churches, are individually and jointly liable for money owed to the bank.

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11. **Credit Reference Searches.** We authorise you to make any credit bureau searches, other enquiries or request credit reports, credit scores or any other credit information from a credit bureau or similar reporting agency in accordance with your normal procedures. We acknowledge that credit bureaus make a record of searches and of information the bank gives them and those records may be used to prevent fraud and identity theft or by other lenders in order to make credit decisions about us and for debt transactions.
12. **Agreement to receive Promotional Material.** We agree that you may inform us by letter, telephone (including automated dialing) computer, e-mail or other electronic means about products and services (including those of others outside the bank's group) which may be of interest to us.
13. **Accuracy of Information and Consents for Personal Data Supplied.** We represent and warrant that all information we (or our directors, partners, Authorised Signing Officers or beneficial owners) have provided to the bank (including information used to complete the Corporate Personal Details form or its equivalent from time to time) is complete, true and accurate and has been provided with the written consent of any individual whose personal data is supplied (a copy of which will be provided to the bank promptly on request). We hereby authorise you to obtain independent verification of any information we provide. We further agree to notify the bank, as soon as practical, of any changes to the personal data that we have provided to the bank.

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D. Additional Terms and Conditions

(1) Account Opening & Operation

14. **Enquiries.** The bank may make any searches and enquiries which it considers appropriate when we apply for banking services now or in the future.
15. **Provision of Accounts and Services.** The bank reserves the right to refuse to take a deposit, to decline to open an Account, to provide a service or to require an account holder to close their account(s) without giving a reason for its decision.
16. **Account Statements:**
- (a) We understand and agree that statements shall be made available to us electronically via FirstCaribbean's banking services available by internet ("internet banking"). In order to access internet banking, the Business must register for internet banking with FirstCaribbean. By having registered for internet banking, we understand and agree that FirstCaribbean will not mail or otherwise deliver printed statements, unless FirstCaribbean in its sole discretion deems it appropriate to do so. The periodicity of such online statements may vary from time to time. When we access our online statement via internet banking, we agree to examine all entries and balances in it. If there are errors, omissions or irregularities, we agree to notify the bank, in writing within 30 days after the date in which the online statement becomes available to us.
- (b) **Failure to notify the bank.** Subject to applicable law upon the expiry of such 30 day period, it will be finally and conclusively settled between the bank and us that:
- (a) the amount of the balance shown in our statement is true and correct;
 - (b) all Instruments paid from our Account are genuine, duly authorized and properly signed;
 - (c) all amounts that have been charged to our Account are properly chargeable to us (including, among other things, all interest and service charges, even if the statement does not disclose how any interest or charges are calculated);
 - (d) we are not entitled to be credited with any amount that is not shown on our statement; and
 - (e) we release the bank, its directors, officers, employees and agents from all claims in connection with our statement and any items reflected in our statement (including, among other things, any claims against the bank for negligence or breach of contract), with the exception only of claims for gross negligence or wilful misconduct, in which case the bank's liability will be limited to the lesser of (i) to the direct damages suffered and (ii) the amount of the debit or credit to our Account, and will not include indirect, special or consequential damages.
- (c) **Exceptions.** The provisions of paragraph (b) above do not apply to (i) errors, irregularities and omissions previously notified to the bank in writing (ii) any amounts mistakenly or improperly credited to our Account, and (iii) payments made on forged or unauthorized endorsements, provided that we have notified the bank of such forged or unauthorized endorsements within 30 days of our learning of them.
17. **Security:** We undertake to keep secret and secure all passwords, codes, identities, user names, etc. that the bank issues to us and undertake to keep the bank indemnified, safe & harmless against their misuse – willingly, negligently or unknowingly.

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18. **Conduct:** We undertake to operate the Account and the allied facilities in a manner that is responsible and abiding to the terms and conditions laid out in this Agreement and the laws of the countries that govern the operation of such Accounts. We undertake to keep the bank indemnified, safe & harmless against any misconduct or illegal activity done by us – willingly, negligently or unknowingly.
19. **Report Of Loss/Theft:** We must notify the bank immediately if our bankbook, Bank Card(s), or any cheques are lost or stolen, or if there are other circumstances from which one might reasonably infer that a fraud may occur or has occurred in connection with the Account. Subject to any other agreement we may have with the bank, the bank will not be liable for any improper withdrawal from the Account if we have not given the bank immediate notice as required by this paragraph 19.
20. **Liability For Forgery:** The bank will only be liable for a loss due to a forged or unauthorized signature on, or any alteration of, a cheque or Instrument if we do both of the following:
- (a) We notify the bank of the alleged forgery or alteration in writing and within the time period required by paragraph 19 above, and
 - (b) We prove that we took all reasonable steps to prevent the forged or unauthorized signature or the alteration and the resulting loss, and that despite that fact, the loss was unavoidable.
21. **Indebtedness:** Except as otherwise agreed in writing, we will pay the bank immediately upon demand the amount of any indebtedness (including, among other things, any overdraft) or liability that we owe to the bank. We will immediately reimburse the bank for any expenses that the bank pays or incurs (including, among other things, all reasonable legal fees and disbursements) in connection with or arising out of (i) the operation of our Account or the collection of such indebtedness or liability, and (ii) claims or demands made by third parties and that are related to our Account. We authorize the bank to debit our Account for all charges, purchases, advances, instruments, cheques, instructions issued, signed or authorised by us, either in writing, electronically or over the internet and all applicable fees as set out on the Disclosure Documentation. We also authorize the bank to debit the Account any other indebtedness we may owe the bank. We will also pay interest monthly to the bank on the amounts that we owe the bank, calculated on the daily balance of the amount owing (before and after demand, default and judgment) at the bank's Standard Overdraft Rate, subject to such minimum charges as declared by the bank from time to time, with interest on overdue interest at the same rate. We undertake to honour the said liability and agree to pay the bank the full amount of indebtedness upon applicable due dates or on demand by the bank.
22. **Overdraft & Credit Limit:** The bank may, allow an overdraft in our Account upon our written request or for any reason including but not limited to a result of withdrawals, cheques, charges, fees, purchases, advances or otherwise, at its sole discretion. The following apply to this section: -
- (a) If the bank does allow our Account to become overdrawn, then we must pay the amount by which our Account is overdrawn immediately, upon the bank's demand. We authorize the bank to debit our Account its service fee(s) in respect of the overdraft, plus interest on the overdraft amount at the rate in effect from time to time.
 - (b) If the bank shall set up an overdraft limit for our Account, we will not make an Account withdrawal, which would cause our overdraft limit to be exceeded. The bank has absolutely no obligation to pay an Account withdrawal that would cause our Indebtedness to exceed our overdraft limit or to be further exceeded.
 - (c) For each calendar month in which an Account is overdrawn, we will pay the bank the greater of:
 - (i) interest on the Indebtedness, calculated in accordance with paragraph 22(d); or (ii) the minimum charge. If more than one Account is overdrawn in the same calendar month, the greater of interest calculated in accordance with paragraph 22(d) or the minimum charge is payable for each Account.

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(d) Interest will be calculated and debited monthly to the Account to which it relates, based on the final daily Indebtedness in the Account throughout the calendar month. The rate of interest we will pay is the nominal annual interest rate set by the bank from time to time in accordance with paragraph 23. Interest at the rate set by the bank will apply both before and after the Indebtedness becomes payable, before and after this Agreement is terminated, and before and after judgment is obtained against us.

23. **Changes To This Agreement, The Interest Rate Or Fees.** The bank is entitled to unilaterally change this Agreement, applicable interest rates, fees, charges, overdraft limits or any of its clauses at any time in the future and notify us by any means of public or private notification. The change will become effective after 30 days (or 45 days, in the case of Accounts opened and operated in Jamaica) of the date that the notice is mailed or published; and will be deemed to have been unequivocally accepted by us.

24. **Stop Payments.** If we give the bank instructions to stop payment of any Instrument, we acknowledge that we will provide the bank with complete details of the Instrument, and pay the appropriate service charge. The bank will use its best efforts to stop payment of such instrument. The bank is only required to stop payment of the Instrument if it exactly matches the details we have provided else, the bank does not have to reimburse us for the amount of the Instrument. If for any other reason the Instrument is paid, then subject to the terms of this section, the bank will reimburse us for the amount of the cheque and refund us the service charge unless it represents payment of a just debt due and owing by us. We will review our statements to determine if the instrument has been paid in error and, if so, we will notify the bank immediately. The bank will not, however, be required to reimburse us for the amount of the Instrument unless we notify the bank within the time period specified in paragraph 16 of this Agreement. We agree and understand that stop payments cannot be issued by us on the Bank Card transactions.

25. **Internet, E-Mail, Fax and Telephone Usage.**

I/We agree to the terms and conditions of:

the Internet, E-mail, Fax and Telephone Agreement, which is available online at <https://www.cibfcib.com/digital-banking/internet-email-fax-telephone-agreement>

which I/we agree will govern my/our use of internet banking and any FirstCaribbean electronic channel and related services I/we register for.

26. **Refusal.** You can refuse to act on any instruction if you have good reason for thinking that we did not give the instruction, the instruction is not clear, or you believe that by carrying out the instruction you break a law, regulation, contractual obligation, code or other duty which applies to you.

27. **Credits to our account.** We acknowledge that if you receive our instructions and credits for an Account before the relevant cut-off time on any working day you will process them on that day or on the date specified in our instructions and that instructions and credits received after the cut-off time or for a non-business day will be processed on the next business day.

28. **Processing cheques.**

(a) If any cheque deposited into our Account is returned to the bank unpaid you may debit our Account, whether or not it goes overdrawn and even if you allowed us to make a payment or to take cash against the cheque.

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- (b) If any cheque is deposited into our Account which does not belong to us and you receive a claim relating to that cheque, you may debit our Account with the amount of the cheque and the costs incurred by us as a result of such claim.
 - (c) We agree that a cheque may only be stopped before it has been presented to the bank for payment provided we give you clear and accurate instructions.
 - (d) We acknowledge that we may only write cheques in the currency of the Account but the bank can send money abroad on your standard terms. Cheques are not issued on certain types of Accounts.
29. **International payments.** In making international payments we recognize that you are acting on our behalf. We agree to comply with any relevant local laws and to hold you harmless against all obligations and responsibilities you incur as a result of acting for us. To make an international payment, we acknowledge that you may have to send payments through another paying bank, and if this is the case, you will use a paying bank that is either chosen by you or by a bank in the country the payment is being sent and/or in the country whose national currency is being sent. If you have to make an international payment through another bank, you will give us an indication of the date on which the payment should be received by that bank. We understand that this does not mean that the person the payment is being sent to will receive the payment on the same day. We acknowledge that this will depend on the banking practice of the country concerned.
30. **Withdrawals from savings accounts.** We acknowledge that unless you agree otherwise, we may only withdraw funds from savings accounts in cash at any FirstCaribbean branch or by transfer to other bank or building society accounts. Cash withdrawals may not be permitted on certain types of Accounts. Before allowing us to make a withdrawal in a branch, we understand that you may ask us to confirm our identity.
31. **Transaction limits.** We agree that you may apply limits to transactions of certain types or amounts from time to time. You will tell us what these limits are, and any changes you make to them. Where possible you will do this before the changes come into effect, but in no circumstances shall you be liable to us for not doing so.
32. **Set off.** You may use any amounts we have on any Account with you in any currency to reduce or repay any amounts we may owe you on any Account (including any card accounts we hold with you and any other amounts we may owe you), either in our own name or jointly with anyone else.
33. **Responsibility.** We will be responsible for all instructions provided to you by an Authorized Signing Officer even if the Authorized Signing Officer does something which makes us breach the conditions of this Agreement. We understand that you cannot control how Authorized Signing Officers use our Account(s). If we wish to cancel any authorisation at any time we will inform you in writing.
34. **Interest and charges.** The bank will disclose its charges for all of its services in the tariff guide or service fee brochure and these will normally be debited to our Account. Some of the fees for services are charged in advance and the bank will advise us about these before we take up the service. The bank reserves the right to charge for additional services and to vary interest rates and charges from time-to-time.
35. **Withholding tax.** The bank will not deduct tax on interest before you pay it to us unless required by law to do so.

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36. **Foreign currency conditions.**
- (a) Notice periods for withdrawals may vary according to the currency. Details are available upon request.
 - (b) We must repay overdrafts in freely convertible and transferable funds in the relevant currency, at such bank as we may specify. We will be responsible for any costs incurred by you in obtaining repayment of overdrawn balances.
 - (c) When you convert foreign currency you will do so at the exchange rate on the first available working day subject to your standard charges, which will be deducted from our Account.
 - (d) The bank may accept foreign cheques and other items on terms available on request. Cheques payable abroad which may be received for payment into our Account will be negotiated at your discretion or collected at our expense. If any cheques are returned unpaid for any reason the bank will debit our Account even if the return takes place after you have advised us of payment of the cheque. Negotiations and collection of cheques shall be subject to the current International Chamber of Commerce Uniform Rule for Collections.
37. **Beneficial ownership.** We will advise you if we are not the beneficial owner of any of our Accounts or if any third party has any rights to any funds paid into our Accounts.
38. **Notice.** If a payment is made from an Account without giving the notice required for that Account, the bank reserves the right to make a charge or reduce the interest payable on the Account.
39. **Storing Information.** The bank may record and store all information relating to our Account and the bank's provision of products or services to us in such form and by such means as the bank sees fit. We acknowledge and accept that the bank is not obligated to retain or return original Items, instruments or cheques or to provide us with copies of any account statements, Items or other documents. The bank may, do so only in its discretion and subject to availability upon our written request. We will pay the bank its applicable charges for any searches we request in advance or upon demand.
40. **Anti-Money Laundering:** Anti-money laundering legislations require that the bank verify the source of funds before accepting deposits or processing transactions and must report unusual transactions to the relevant authorities. We hereby consent to the bank to disclosing this information to any statutory, financial or regulatory bodies for the purpose of ensuring that the bank complies with anti- money laundering legislations. We will indemnify the bank for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable anti-money laundering legislations regarding our Account, including but not limited to seeking direction from a court of competent jurisdiction on the bank's rights and obligations in such matters.
41. **Bank Property:** We acknowledge that all cheques and Bank Cards issued to us are the property of the bank and we shall safeguard them from loss, theft or misuse at all times.
42. **Disruption Of Service:** We acknowledge that the bank shall perform its obligations under this Agreement in normal circumstances, however the bank shall not be liable for any damages as a result of force majeure or disruption due to natural disasters, public health crisis, governmental order, power failures, communication & transport systems failures, wars, strikes, coups and all such natural or man-made acts that are disruptive in nature.

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43. Cheques:

- (a) Cheques may not be drawn on the bank except on the forms supplied by the bank and registered for each Account. Applications for new cheque books should be made on the printed application form or in any other way that the bank may prescribe or permit from time to time. Any new cheque book(s) may be sent to us at the bank's discretion by post (whether by ordinary or registered mail), courier or in any other manner the bank deems appropriate at our cost and risk (including the risk of disclosure of any information concerning the Account arising thereby).
- (b) The bank may accept foreign currency cheques for clearing in the manner prevailing for the acceptance of such cheques as the bank may determine from time to time. Our Account will be credited with the proceeds of such cheques only after the bank has deducted fees, taxes and charges related to the clearing of the cheques and after converting the amount from the currency of the cheque to the currency of the Account. All adjustments based on exchange rates, bank commission, stamp duty and other charges upon clearance of the cheques and all risks connected with the clearing including but not limited to exchange rate movement shall be for our Account.
- (c) Foreign currency cheques and other financial instruments received for collection will only be credited to our Account after the bank receives payment of the proceeds.
- (d) Cheques drawn on local banks are only cleared on a designated clearing day, which must be a business day.
- (e) Cheques drawn on local banks are credited when deposited but cannot be drawn against until the proceeds have been received into the Account. The bank will debit the Account if such cheques are dishonoured.
- (f) Clauses(c), (d) and (e) shall apply to all cheque deposits placed with the bank whether over the counter or through any other means.
- (g) We hereby authorize the bank to debit our Account with any amount that was credited in respect of cheques or other instruments that are subsequently dishonoured or returned unpaid.
- (h) Cheques or financial instruments deposited by us and dishonoured or which cannot be processed by the bank for any reason may be returned by ordinary mail to our account mailing address at our own risk and expense.
- (i) The bank may refuse to accept any cheque or financial instrument for deposit. This includes any cheque on which the payee's name is not identical with that of the customer and any cheque made payable to a corporation, firm, partnership, limited liability partnership, society, association, trade union, institution or other business concern for credit to a personal Account.
- (j) The bank may refuse to pay cash if the payee is a corporate entity even though the word "bearer" is not cancelled and the cheque is not a crossed or "A/C Payee" cheque.
- (k) The bank reserves the right to charge for issuing cheques and cheque books at the bank's prevailing rates.
- (l) The bank may refuse to act on stop payment instructions unless the bank receives a written request signed by any signatory of the Account or a verbal request from any signatory of the Account subject to the bank verifying the identity of the person making the request. Stop payment on cheques will be effected based on the cheque number(s).
- (m) Stop payment instructions will be valid for such period as the bank determines from the date on which the bank receives our verbal or written instructions. Any charges will be debited from our Account regardless of whether our stop payment instruction was processed successfully.
- (n) We agree not to make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with the bank without first notifying the bank and entering into such arrangements as the bank may require. The bank may (but is not obliged to) verify any stamps or seals or other instruments against our specimen stamps or seals or other instruments. If we or any person acting on our behalf make use of any stamps or seals

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or other instruments in drawing cheques, or other forms of withdrawals, or in communications with the bank in breach of this Agreement, the bank may, without notice to us, refuse to honour or pay such cheques or requests for withdrawals or disregard such communications. The bank will not be liable in any way for any loss arising from honouring, paying or relying on such cheques, requests or communications and/or failing or refusing to honour, pay or rely on such cheques, requests or communications.

44. CHEQUE TRUNCATION (applicable ONLY in jurisdictions in which the exchange of electronic cheque images is permitted by the automated clearing house or payments system):

- (a) We acknowledge that we are aware that the bank is a member of and participant in the automated clearing house or payments system in the jurisdiction in which it carries on business, which system is operated pursuant to the system rules (the "Payments System Rules").
- (b) The bank may (but shall not be obliged to) submit all cheques and other instruments presented to us for collection to automated clearing house or payments system operator for payment and settlement in accordance with the Payments System Rules as same may be amended from time to time and any agreement between the participating banks.
- (c) The bank may present a cheque for payment to the bank on which it is drawn by way of electronic transmission of an image and the electronic payment information of the cheque, instead of presenting the cheque itself and any cheque thus presented shall be deemed to be duly presented for payment. We hereby waive any right to physical presentment of cheques for payment notwithstanding the provisions of the law with respect to bills of exchange in the applicable jurisdiction (the "Bills of Exchange Law").
- (d) Any cheque presented in accordance with the aforesaid provision shall be deemed to have been presented at its "proper place" within the meaning of the Bills of Exchange Law.
- (e) For the avoidance of doubt, any payment made upon presentment in accordance with this section shall not be taken to have been made outside the ordinary course of business or in bad faith or negligently solely because it is made upon transmission of an image and the electronic payment information of the cheque rather than the cheque itself.
- (f) Where we deposit a cheque to our Account and such cheque is dishonoured by reason of non-payment or otherwise in circumstances where the bank might otherwise be obliged to return to us the original of any such cheque or other instrument, the bank is not obliged to return to us any such original and it shall be sufficient that the bank (subject to such conditions as the bank may impose) issue to us an image of the original cheque or other instrument (the "Image Return Document" or "IRD"), or a certified copy of the original cheque, relating thereto provided always that the bank may (in its sole discretion and subject to such conditions as the bank may impose) nevertheless return the aforesaid original in lieu of the relevant IRD or certified copy.
- (g) The bank shall not be obliged to replace any IRD or certified copy of a cheque or other instrument that has been lost or destroyed unless the bank was at the time of such destruction or loss in possession of the IRD, certified copy of the cheque or other instrument.
- (h) Where permitted under the Payments System Rules in the applicable jurisdictions and subject to any conditions which the bank may impose from time to time, where a cheque has been dishonoured, the IRD or certified copy of the cheque that was returned to us may be re-presented to the bank for payment. The bank reserves the right to reject any IRD or certified copy of a cheque that is altered, mutilated or torn.
- (i) The bank shall be entitled to:
 - i. honour and make payment on any cheque, IRD or certified copy of a cheque or other instrument presented for clearing which is presented in accordance with the Payments System Rules or other rules governing the operations of the automated clearing system or any agreement between the participating banks and/or any cheque or other instrument presented for clearing which is presented in accordance with any applicable legislation, and

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- ii. debit any Account or require us to reimburse the amount paid in respect of such cheque, IRD or certified copy of cheque or other instrument.
- (j) Where the bank has paid on any cheque or other instrument as aforesaid drawn or purportedly drawn by us (and/or on the image and relevant electronic payment information in respect thereto):
 - i. the bank is not obliged to return to us the original of any such cheque or other instrument and it shall be sufficient (when so requested by us and subject to such conditions as the bank may impose) that the bank issues to us the electronic image of such cheque or other instrument or a printed or electronic copy thereof;
 - ii. we consent to the retention and storage of the aforesaid original by the relevant presenting bank and/or the designated agent of such presenting bank and to the destruction of the aforesaid within such period as is allowed by the Payments System Rules or other rules governing the operations of the automated clearing system or any agreement between the participating banks or any relevant statute of the applicable jurisdiction; and
 - iii. we consent to the retention and storage of the electronic data and/or image in respect of the aforesaid original arising from the automated clearing house process in accordance with (and, unless the bank otherwise determines acting in its discretion and subject to such conditions as the bank may impose, only for so long as the retention period specified in or pursuant to) any rules and/or regulations of the automated clearing house or payment system operator and to the destruction of the aforesaid electronic data and/or image upon the expiry of the retention period so specified without the bank retaining a copy in any form or medium;

Provided always that the bank may (acting at its discretion and subject to such conditions as the bank may impose and/or the relevant rules and/or regulations of the automated clearing house or payment system operator) nevertheless return the aforesaid original in lieu of the relevant electronic image or a printed or electronic copy thereof.

- (k) The bank is entitled to disregard the presence or absence of any company or personal stamp(s), seal(s) and/or similar marking(s) on:
 - i. any cheque (including but not limited to a cheque which under the Bills of Exchange Law or otherwise is not transferable) or other instrument (including but not limited to an instrument to which the Bills of Exchange Law applies) drawn or purportedly drawn by us; or
 - ii. the image and/or relevant electronic payment information in respect of any such cheque or other instrument as aforesaid; even though we may have issued contrary instructions, or the mandate for the Account may contain contrary instructions.
- (l) The bank shall not be liable to us (or any third party claiming through us) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising in connection with its clearing of cheques and other instruments through the automated clearing house including but not limited to the acts or omissions of any person or entity and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless it is caused solely and exclusively by the negligence or fraudulent or dishonest act of the bank or its officers or employees.
- (m) The bank has absolute discretion (without incurring any liability to us) to determine whether to process through the automated clearing house or payment system operator and/or any other clearing and/or settlement system as the bank thinks fit any article, document or item including but not limited to cheques and other instruments (including but not limited to an instrument to which the Bills of Exchange applies).
- (n) Any reference in this Agreement to cheques and/or other instruments shall, where the context requires, include a reference to an IRD, or a certified copy of the cheque or instrument.
- (o) We agree that any IRD or any other image transmitted or retained in electronic form may be admitted in evidence as an original document and agree that we will not challenge the admissibility of any such IRD or electronic image on the grounds only that it is made or recorded in electronic form.

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45. **FirstCaribbean's right to freeze or close your account.** (a) FirstCaribbean may freeze or close my/our Account without notice if required by law, if FirstCaribbean receives a third party demand in respect of my/our Account, or if at any time FirstCaribbean has reasonable grounds to believe that we did or may commit fraud, use my/our Account for any unlawful or improper purpose, cause a loss to FirstCaribbean, operate my/our Account in a manner unsatisfactory to FirstCaribbean or contrary to FirstCaribbean policies, or violate the terms of any agreement applicable to my/our Account or any Account-related service. FirstCaribbean may also freeze or close my/our Account if FirstCaribbean has evidence of death or incapacity of a Authorised Signing Officer and/or majority owner of the Business or if FirstCaribbean is provided notice of a dispute between us and/or Authorised Signing Officers, pending receipt of documentation satisfactory to FirstCaribbean, and this may include court documentation, to show who may legally continue to operate my/our Account. FirstCaribbean may also close my/our Account if we are a victim of fraud or identity theft in order to prevent future losses.
- (b) FirstCaribbean is entitled to close the Account at its sole discretion for reasons including but not limited to inactivity in the Account, insufficient balances, excessive overdrafts, suspicious activity or regulatory directives. Wherever applicable, the bank shall refund the credit balances to us. In the event of account closure due to inactivity, the bank will, in accordance with the regulations of the jurisdiction in which this Agreement is signed, transfer the balance of the Account to the relevant authority after the period of inactivity specified in those regulations. Notwithstanding the foregoing, FirstCaribbean may close my/your Account, in its sole and absolute discretion, upon thirty (30) days' (or forty-five (45) days' in the case of Jamaica) written notice to us.
- We may also close any Account by informing you in writing. (In the case of joint accounts all account holders must sign.) We acknowledge that any benefit or services you provide in relation to particular Accounts will end as soon as our Accounts are closed. On closure of an Account, we undertake to promptly return the bank's property (as detailed in paragraph 41 above) and pay to the bank all our dues and indebtedness (as stated in paragraph 21 above).
46. **Severability.** If any clause of this Agreement is found by a court of competent authority to be void or unenforceable, that clause will be severed without affecting the validity or enforceability of any other provisions of this Agreement.
47. **Jurisdiction:** This Agreement shall be construed in accordance with and governed by the laws of the jurisdiction where the Account is opened and operated. In addition, the rules and regulations of MasterCard® and VISA® apply to transactions conducted through the Bank Card.
48. **Preparation of instruments and internal supervision.** We either have in place or will immediately put into place systems, procedures and controls effective to prevent and/or detect thefts of, and forgeries and frauds involving Instruments. We will also immediately report to the bank any loss or theft of Instruments or any other circumstances from which one may reasonably infer that a fraud may be perpetrated.
49. **Debiting our account.** The bank may debit any Account of ours at any branch of the bank with the amount of any Instrument (i) that is payable at a Bank branch and that is drawn, made or accepted by us, or (ii) that, having been previously cashed by the bank or credited to any such Account, is returned to the bank for any reason (whether or not such return is in compliance with the clearing regulations for the jurisdiction in which the instrument was negotiated), or in respect of which the bank does not receive settlement. We will owe the bank each amount so debited. We will reimburse the bank for any charges and expenses that the bank reasonably incurs in connection with any of the above matters. If we draw any Instrument on the bank and the Instrument is negotiated at any branch or agency of the bank, the bank may, at its discretion, immediately debit the amount of the Instrument from the Account on which it is drawn. The bank may debit our Account in connection with any Instrument which would otherwise be an improper debit if the result is that a just debt of yours is paid.

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50. **Waiver of presentment, etc.** We waive every presentment, notice of dishonour and protest of every Instrument that we have drawn, accepted or endorsed and that is at any time delivered to any branch of the bank for any purpose. We agree that, in such case, we will be liable to the bank on every such Instrument as if presentment, notice of dishonour and protest had been duly done or given. If the bank considers that it is in either its or our interest that any such Instrument should be noted or protested for any reason then, at the bank's discretion, it may be noted or protested accordingly, at our expense, and we will owe the bank the amount of such expenses. The bank will not, however, be liable to us for any failure or omission to note or protest any such Instrument.
51. **Endorsement.** If we deposit any Instrument to our Account or endorse any Instrument, we will be conclusively considered to have (i) guaranteed the authenticity of all endorsements, and (ii) undertaken that we will supply any necessary endorsements. This means that we will reimburse the bank for the amount of any Instrument if, due to the nature of any endorsement or its being forged or unauthorized, payment to us was improperly made, or if any necessary endorsements are not supplied to the bank within a reasonable time. We appoint an employee of the bank as our attorney from time to time to endorse, in our name, all Instruments that are either cashed to our credit or deposited to our Account and that we have not endorsed.
52. **Assignment of claim.** If the bank notifies us, we will transfer and assign to the bank, in connection with any and all Instruments discounted by or deposited to the bank, or which we have cashed, all claims we have against the drawees of such Instruments. If any such Instrument is returned to the bank, the bank may at its discretion take in our name any proceedings for collection of the amount of such Instrument.
53. **If there is no bank branch.** If, in connection with our banking business, it is necessary to do something at a place where there is no bank branch, the bank may use the services of any bank or other financial institution or agency (the "correspondent bank") to do so. In such case, the bank will not be liable for any act or omission of the correspondent bank in the performance of the services required of it or for the loss, damage, destruction or delayed delivery of any Instrument, security, certificate or other document of any kind while in transit to or from, or while in the possession of, the correspondent bank.
54. **Credit information.** If we ask the bank to obtain credit information on another person, firm or corporation, it will be only in connection with a person, firm or corporation with whom we have or propose to have financial dealings. We will keep such information confidential. We will not disclose it to any other person, firm or corporation. Neither the bank nor the responding entity, or any of their respective employees, will be liable in connection with such credit information or the accuracy or completeness of the information. We will indemnify and save harmless the bank and the responding entity, and their respective employees, from any liability incurred in connection with such credit report.
55. **Inactive accounts.** The bank is entitled to close the Account if there have been no deposits, withdrawals or cheques for six months, and the Account has a nil balance. The bank may, if it wishes, levy a charge, as set out on the Disclosure Documentation which will be revised from time to time, on the Account if there have been no deposits, withdrawals or cheques for six months. The bank will, in accordance with the regulations of the jurisdiction in which this Agreement is signed, transfer the balance of the Account to the relevant authority after the period of inactivity (no deposits, withdrawals or cheques) specified in those regulations.
56. **Indemnity for self-printed cheques.** If we utilize our own printers for cheques, we hereby acknowledge and agree that:
- (a) the bank's logo is the property of the bank and all rights are vested in the bank.

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- (b) the bank may at any time revoke our use of the bank's logo on our cheques, and if so, we shall immediately comply.
- (c) we shall use the logo in the form and for the period stipulated by the bank and shall observe any reasonable directions given by the bank as to colours and size of the bank's logo and comply with any other specifications contained in any FirstCaribbean brand guidelines (a copy of which will be supplied by the bank upon full execution of this Agreement).
- (d) we will furnish the bank with a sample of the cheque leaves for the bank's prior approval before use and acknowledge and agree that such cheques shall be in conformance with the internationally accepted banking industry strict requirements for cheque processing i.e. MICR E13B Font and any other applicable international cheque processing standards.
- (e) at our cost, to make any changes as required from time to time by the bank to conform with the bank's requirements or the internationally accepted banking industry strict requirements for cheque processing i.e. MICR E13B Font and any other applicable international cheque processing standards.
- (f) we shall indemnify the bank and keep the bank indemnified from and against all claims and demands, actions and proceedings, losses, damages, demands and expenses including all legal costs and all other liabilities, costs and charges of whatsoever nature which may be incurred or suffered by the bank in connection with or in any manner arising out of the bank's agreement to allow us to print the cheques or which may be occasioned by reason of the payment by the bank of any such cheques which may have been altered without our prior authority or which may be occasioned by any forgery or fraudulent transaction involving the cheques, regardless of whether the occurrence of such forgery or fraudulent transaction was within our control, except where the forgery or fraudulent transaction involving the cheques is solely and directly due to the bank's gross negligence or wilful misconduct.
- (g) this indemnity shall remain in full force and effect until released or cancelled by the bank.

57. **Consent.** We understand that the bank protects all of our Information (defined below) but there are instances where the bank will need to provide Information to third parties and the bank requires our consent in order to do so. We hereby provide our consent to the collection, use and sharing by the bank (including its parent, subsidiaries, related entities or affiliates or their respective successors and assigns) (the "**Bank Group**") of Information about us collected during the course of our relationship with the bank and/or with any member or members of the Bank Group, in whichever country such member conducts business. We also consent to the bank collecting, using and sharing Information with any domestic or foreign: (a) governmental, regulatory (including bank regulators), tax, judicial, law enforcement, administrative or self-regulatory authorities, agencies or departments (b) financial institutions (including but not limited to, other banks, correspondent or intermediary banks) or prospective purchasers or investors (c) entities providing outsourcing services to the bank (d) credit bureaus or similar reporting agencies, or (e) authorities, agencies, departments or other parties as may reasonably be required for the purposes of (i) identifying us; (ii) qualifying and providing us for/with products and services; (iii) processing our transactions; (iv) verifying Information we may provide; (v) managing the bank's or the Bank Group's business; (vi) protecting us, the bank or the Bank Group from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating, entering into or in the course of concluding business transactions such as selling or securitizing assets, acquisitions, divestitures, partnerships, joint ventures; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; (x) informing us about other products or services, or (xi) assessment and analysis (including credit scoring, market and product analysis) and to develop and improve your products and services.

The bank will not be liable to us by reason of any act, delay or omission of any entity providing outsourcing services to the bank in the performance of the services required of it.

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For the purposes of this section, “Information” means any information or data in any form, including paper, electronic, image, video or voice recording, and includes (but is not limited to) personal information (such as name, address, contact details, age, marital status, education, employment history, identification numbers, financial information and credit records) or any information or record related either (a) to any product or service provided by the Bank Group to us or an Account over which we have signing authority or a legal or beneficial interest or ownership or (ii) to transactions (including those between us and the bank) in respect of products or services.

(2) Sole Proprietorship

The additional terms and conditions in sections 58 and 59 hereof apply if I am a sole proprietor:

58. I am doing business under the name and style as contained in the Business Account & Services Application & Change Form in which name I have opened an account with FirstCaribbean. I declare that I have no partner in the business which I am conducting under the business name described above. The business name has been recorded with the Registrar of Companies.
59. I acknowledge and agree that I am and will be liable to FirstCaribbean for all transactions entered into with FirstCaribbean and for every cheque, promissory note, order for the payment of money, receipt or other document, signed by me, or by any person authorized by me to act on my behalf, in the business name, whether or not an overdraft is created in my Account as a result.

(3) Partnership

The additional terms and conditions in sections 60 and 61 hereof apply if we are a partnership:

60. We further agree with the bank and each with the other or others of us that:
 - (a) the signature of the Authorized Signing Officers in accordance with the Business Account & Services Application & Change Form will be as binding on us and each of us as if each of us had signed ourselves;
 - (b) our firm will not be dissolved by the addition or withdrawal of a partner, or dissolved by the death, bankruptcy or insolvency of any partner, and, in the event of the death, bankruptcy or insolvency of any of us, the rights and powers conferred by this Agreement will continue and may be exercised by the Authorized Signing Officers whose acts, in accordance with such rights and powers, will be binding on the remaining or surviving partner or partners and on the share or interest of any deceased partner in our firm's property and assets and, to the extent of such share or interest will be binding on the estate, heirs, devisees, administrators and executors of any deceased partner; and
 - (c) the bank may continue to deal with the Authorized Signing Officers until notice in writing to the contrary has been duly given to the manager or acting manager of the branch of the bank at which any Account of our firm is kept.
61. **Limited Partnership.** If our firm is a limited partnership, the partners as contained in the Business Account & Services Application & Change Form is the only (or, if more than one, are all the) general partner(s) of the limited partnership. The general partner(s) has(have) provided the bank with a list of all limited partners, and will provide the bank with timely advice of any change in the limited or general partners.

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(4) Joint Venture

The additional terms and conditions in sections 62 to 69 hereof apply if we are carrying on a joint venture:

62. The Authorized Signing Officers in accordance with the Business Account & Services Application & Change Form, are hereby designated and appointed as agents and attorneys of the participants to carry on and transact the banking business of the joint venture including, without limiting the generality thereof, opening an Account at the bank in the name of the joint venture.

We hereby confirm and covenant:

63. THAT the participants are and will be jointly and severally liable to the bank for all transactions entered into, or to be entered into, with the bank by the Authorized Signing Officers in the name of the joint venture.

64. THAT the participants shall execute such further documents and take such further steps as may be required to give effect to this Agreement or any agreement entered into by the Authorized Signing Officers.

65. THAT the signature of the name of the joint venture by the Authorized Signing Officers to any negotiable instrument or document delivered to the bank for any of the purposes aforesaid shall be as binding upon the participants as if such negotiable instrument or document had been executed by each of the participants by our duly authorized officers under seal.

66. THAT the participants shall be jointly and severally liable to the bank for all moneys borrowed from and all liabilities incurred to the bank by virtue of the powers and authority conferred by this Agreement including, without limiting the generality of the foregoing, any overdraft, indebtedness or liability in connection with or arising out of the operation of the Account.

67. THAT any representation or statement made by the Authorized Signing Officers pertaining to the joint venture or any assets or property of the participants (or any of them) utilized in or for the joint venture may be relied upon or acted upon by the bank in regard to the exercise by the Authorized Signing Officers of the powers hereinbefore authorized and shall be binding upon the participants in accordance with the terms of this Agreement (whether or not the assets or property thereby charged or mortgages are in fact utilized in or for the joint venture).

68. THAT this Agreement may be terminated at any time by written notice given by any one of the participants to each of the others; but the bank may continue to act upon this Agreement until notice to the contrary signed by one or more of the participants has been given in writing to the manager or acting manager of the relevant branch.

69. THAT if more than one bank Account is opened in the name of the joint venture, the provisions of this Agreement shall apply with the necessary changes.

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(5) Foreign Currency Accounts

The additional terms and conditions in sections 70 to 77 hereof apply to foreign currency accounts:

70. Amounts from time to time at credit of the Account shall be withdrawable by way of demand, draft, cheque or wire transfer and payment thereof and any restrictions on the currency in which the amounts from time to time at credit of the Account may be withdrawable shall be subject to the applicable laws from time to time in force including, without limitation, orders, rules, regulations and directives of departments of Government, the Central Bank, and boards, authorities or agencies thereof.
71. We will indemnify and save you harmless from and against all loss, claims, actions, prosecutions or proceedings in any way relating to the establishment and operation of the Account.
72. You may, at your sole discretion, close the Account at any time after 15 days written notice mailed to us at the above address together with a draft or cheque in my/our favour for the balance then at credit of the Account.
73. Where deposits are made into the account of international cheques, drafts, orders or other instruments, you will hold such cheque, draft, order or instrument until cleared in accordance with bank policy as amended from time to time. You will not be liable for any loss which may be occasioned during the period of such hold.
74. You may make and debit to the Account a reasonable charge for keeping and operating the same and also for each cash withdrawal which you may see fit to permit notwithstanding paragraph 70 above and you will advise the undersigned on request as to the rate of all charges.
75. We agree that in all other respects the Account shall be subject to any Act(s) governing foreign currency accounts and other relevant regulations, notices and/or directions made or issued by the Government or the Central Bank. I/We confirm that I/we am/are familiar with the said Act(s) and such other relevant regulations, notices, and/or directions.
76. The Account is opened and operated pursuant to any exchange notice from time to time issued by the Government or the Central Bank, where applicable. We authorize you to disclose to the Government or the Central Bank such information as you may be obliged to disclose to them pursuant to any Act(s) governing foreign currency accounts or any other statute(s) or regulations or notices or directions by the Government or the Central Bank. We are responsible for any exchange rate risk.
77. You shall not be liable for any delay or failure in the discharge of your obligations under this Agreement that is a result of restrictions imposed on the withdrawability, transferability or convertibility of the amounts from time to time at credit of the Account due to confiscation, expropriation, requisition, acts or war, civil disturbance, actions by the Government or the Central Bank and boards, authorities or agencies thereof or for any reasons of force majeure or any other circumstances beyond your control.

(6) Fixed Deposit Accounts

The additional terms and conditions in section 78 hereof apply to fixed deposit accounts:

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78. I/We agree that the Fixed Deposit Agreement and the Non-Redeemable Term Deposit Agreement (and any subsequent amendments thereto made by the bank) are fully incorporated into the Agreement by reference. I/We agree to be bound by the terms and conditions of the Fixed Deposit Agreement and the Non-Redeemable Term Deposit Agreement, as may be amended, replaced, supplemented, or renewed from time to time and other agreements, notices or documents forming part of, or that relate to my/our fixed deposit Account. In the event of a conflict between the Agreement and either the Fixed Deposit Agreement or the Non-Redeemable Term Deposit Agreement, the Fixed Deposit Agreement or the Non-Redeemable Term Deposit Agreement, as the case may be, will govern to the extent necessary to resolve the conflict.

(7) Terms of Use of Depository Service

The additional terms and conditions in section 79 hereof apply to the use of in-branch deposit bag depository services (the "Depository Service").

79. By using the Depository Service from FirstCaribbean I/we agree that the following Terms of Use ("Terms") apply to the Depository Service:

(a) I/We or my/our agent will not use or place in any in-branch deposit bag depository (the "Depository"), any equipment or articles other than the deposit bags furnished by FirstCaribbean or such other equipment as may be specifically authorized by the bank. I/We understand that the bank will not be responsible for any loss of content from any deposit bag(s) that are not authorized for use by the bank.

(b) Each deposit bag placed in the Depository by or on my/our behalf shall be securely sealed and shall contain only bills, notes, cheques, other negotiable instruments and/or cash together with a deposit slip; the bank takes no responsibility for discrepancies in deposits which are in deposit bags that are not securely sealed.

(c) I/We authorize any persons designated by the bank to act as my/our agents to remove the deposit bag from the Depository, open the deposit bag, list the contents and present the contents to the appropriate bank officer or agent for deposit.

(d) Unless and until such contents are accepted for deposit by such last mentioned officer or agent on behalf of the bank, such deposit bag and contents shall be at my/our sole risk without liability on the bank's part for safekeeping or otherwise howsoever and no deposit to the credit of my/our account (or such other account as may be designated on the deposit slip) shall be deemed to have been made. It is recommended that I/we arrange suitable insurance cover.

(e) If a deposit bag appears to be damaged, tampered or interfered with, it will not be opened by the bank or its agents, and I/we will be notified as soon as practicable to retrieve the unopened deposit bag.

(f) I/We shall ensure that when placing the deposit bags in the Depository, the deposit bags fall into the chute and clear of the slot.

(g) Whenever a deposit bag is placed in the Depository, credit for the deposit (if the contents are accepted for deposit) will be made (to my/our account or such other account as may be designated on the deposit slip) by the end of the business day on which the contents are accepted by the bank for deposit. The bank will convert deposits made in a currency other than local currency at the then prevailing spot rate for that currency, unless the deposit is in a foreign currency destined for a designated foreign currency account.

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(h) The bank's records with respect to the contents of the Depository or of any deposit bag shall be conclusive and binding on me/us.

(i) The bank's liability to me/us in relation to the Depository Service is limited to my/our actual damages directly caused by the negligent act or omission or willful misconduct of the bank or its agents and in no event will the bank be liable for any indirect, special or consequential damages even if advised of the possibility of same, or loss or damage resulting from any cause beyond the reasonable control of the bank or its agents. I/we agree to indemnify and hold the bank harmless from and against all losses the bank may incur other than due to its own negligence or misconduct, including legal fees and disbursements incurred by the bank, arising from a breach of any part of these Terms by me/us or our agent, or from the bank acting or declining to act upon any instruction or information given to the bank under these Terms. This indemnity is in addition to any other indemnity or assurance against loss that I/we may provide to the bank, and will survive any termination of these Terms.

(j) I/We shall pay the bank's charges at the rate prevailing (including any applicable taxes) from time to time.

(k) I/We agree not to allow cash deposited through the Depository in any single deposit bag to exceed the amount prescribed by the bank. In the event of loss, any excess over the prescribed maximum amount for any one deposit bag will not be covered. No similar dollar value limitations will exist for cheques deposited using the Depository Service.

(l) The bank may terminate my/our access to the Depository Service at any time and for any reason including, but not limited to, if I/we breach any of these Terms. The bank will not be liable for any losses or inconvenience that result from the bank's termination of the Depository Service.

These Terms are in addition to and not a substitute for any other written agreements between the bank and me/us. If any conflict arises between these Terms and any other agreement between the bank and me/us, I/we agree that these Terms will prevail to the extent of such conflict in relation to the Depository Service. These Terms contain my/our entire agreement with the bank in respect of the Depository Service.

(8) Limitation of the Bank's Liability.

- (80) **Limitation of the Bank's Liability.** I/we agree that in the event the bank is found liable by a court of competent jurisdiction for any breach of this Agreement, the bank will be liable to me/us only for direct damages up to the amount of the transaction resulting in loss to me/us and caused by the bank's own gross negligence or willful misconduct arising directly from the performance of the bank of its obligations under this Agreement. In addition, the bank will not under any circumstances be liable to you for any other damages, including, without limitation, indirect, incidental, special, punitive or consequential losses or damages, loss of profits, loss of revenue, loss of business opportunities, or any other foreseeable or unforeseeable loss resulting directly or indirectly out of this Agreement or the services provided to you, even if the bank was advised of the possibility of damages or was negligent. These limitations apply to any act or omission of the bank's employees, officers, directors, its affiliates, agents or suppliers, whether or not the act or omission would otherwise give rise to a cause of action in contract, tort, statute or any other doctrine of law. This section shall survive any termination of this Agreement.

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- (81) **Exclusion of Liability.** The bank will not under any circumstances be liable to you for any damages or losses arising, directly or indirectly, from or in connection with:
- i) your failure to comply with any provision of this Agreement,
 - ii) incomplete or incorrect information you supplied to the bank, or
 - iii) any act or omission by you or any of your employees, agents or other representatives.
- (82) **Indemnity.** I/we shall indemnify and save the bank harmless from and against all damages, losses, costs, fees, expenses, liability, claims, suits and demands that the bank may incur or be under by reason of performing its obligations under this Agreement. The obligations of the Business under this section shall survive the termination of this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by us to the bank.

(9) Contact

- (83) By providing an address, an email address, telephone number and/or mobile telephone, the Account holder or the joint Account holders authorize(s) the Bank to contact the Account holder or the joint Account owners by any of these means.