

## Internet, E-mail, Fax and Telephone Agreement (the "Agreement")

I agree that my use of any FirstCaribbean International Bank electronic banking channel will be in accordance with the following terms and conditions and that my use of any FirstCaribbean International Bank electronic banking channel signifies both my acknowledgement and acceptance of the terms and conditions below.

In this Agreement, "I", "me", and "my" mean the undersigned corporation, partnership, association, sole ownership or individual; the term "Communications" means any instructions or information from, or purporting to be from, me or my e-mail address.

### A. Internet e-mail, telephone and Fax

Any reference in this Agreement to "instructions" or "my instructions" refers to Internet e-mail ("e-mail"), telephone or fax instructions. E-mail instructions will only be accepted from the address shown in Section B of this Agreement.

In exchange for FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean International Trust and Merchant Bank (Barbados) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited or FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean Insurance Agency (Bahamas) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Finance Corporation (Cayman) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) N.V. or FirstCaribbean International Bank (Curacao) N.V. or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited or 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 (each known as "FirstCaribbean International Bank") agreeing to accept instructions in accordance with this Agreement, given from time to time to the FirstCaribbean International Bank office noted above (the "office"), I agree as follows:

1. **Authorized Instructions.** I authorize FirstCaribbean International Bank to accept any method of instructions from me:
  - (a) to provide account and transaction information;
  - (b) to transfer funds between my accounts;
  - (c) to transfer funds from any account in my name to any individual, firm or corporation;
  - (d) to deal in any manner with stocks, bonds or other types of securities held in or to be purchased for my account;
  - (e) to issue stop payment orders;
  - (f) relating to foreign exchange transactions; or
  - (g) relating to transactions in connection with any existing credit arrangement between FirstCaribbean International Bank and me.

I understand that FirstCaribbean International Bank reserves the right to first obtain verbal or written confirmation before executing any such instructions.
2. **Use of e-mail.** If I use e-mail to communicate with FirstCaribbean International Bank, I authorize FirstCaribbean International Bank to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, FirstCaribbean International Bank will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications. If I am a corporation, partnership, or unincorporated association, FirstCaribbean International Bank will not be required to act on any instructions or communications sent by e-mail unless they are sent from an e-mail address that I have designated for e-mail communications and that bears both my name (company name) as well as the name of my authorized signatory (individual name).
3. **Risks of using cellular phones and e-mail.** I understand that cell phones and Internet e-mail are not secure means of communication and that FirstCaribbean International Bank does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that FirstCaribbean International Bank recommends that customers not use cell phones or e-mail for any confidential purposes or share their Internet access with others. If I nonetheless choose to do so, I assume full responsibility for the risks of doing so. These risks include the possibility that:
  - someone could intercept, read, retransmit or alter our messages;
  - e-mail messages could be lost, delivered late, or not received;
  - computer viruses could be spread by e-mail causing damage to computers, software or data. FirstCaribbean International Bank therefore recommends that all customers use up-to-date virus-checking software
4. **Acting on instructions.** FirstCaribbean International Bank may act on instructions and information from, or purporting to be from, me as if I had given FirstCaribbean International Bank such instructions or information in writing, until FirstCaribbean International Bank has received written notice to the contrary.
5. **Confirmation of telephone and e-mail instructions.** I acknowledge that FirstCaribbean International Bank may request that I provide confirmation of telephone and e-mail instructions to FirstCaribbean International Bank on the day that they are given by mailing to the FirstCaribbean International Bank office a written confirmation signed by me. FirstCaribbean International Bank may, but need not, notify me of any discrepancy between the instructions as understood by it and the written confirmation from me, provided that the failure to so notify me shall not amount to gross negligence or willful misconduct.



6. **Validity of Communications.** All my Communications that FirstCaribbean International Bank accepts and acts upon will be considered to be valid and authentic. This will be the case even if, among other things, they did not come from me, were not properly understood by FirstCaribbean International Bank (except for FirstCaribbean International Bank's gross negligence or willful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the FirstCaribbean International Bank office at which they are received.
7. **Doubts as to my Communications.** FirstCaribbean International Bank does not have to act upon any of my Communications if it is unsure whether they are accurate or are really from me or if FirstCaribbean International Bank does not understand them.
8. **FirstCaribbean International Bank's liability.** FirstCaribbean International Bank will not be responsible for any costs, damages, demands or expenses that I may incur due to FirstCaribbean International Bank's acting or failing to act upon my Communications (except for FirstCaribbean International Bank's gross negligence or willful misconduct). In the event of FirstCaribbean International Bank's gross negligence or willful misconduct, FirstCaribbean's liability will be limited to the amount involved in my Communication. FirstCaribbean International Bank will not in any event be liable for any special, incidental, consequential or indirect damages, or for loss of profit.
9. **Indemnity clause.** I will indemnify and save FirstCaribbean International Bank harmless from any claims, damages, demands and expenses that FirstCaribbean International Bank incurs (other than due to its own gross negligence or willful misconduct), including among other things all legal fees and expenses, arising from FirstCaribbean International Bank acting, or declining to act, on any of my Communications given under this Agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by me to FirstCaribbean International Bank.
10. **Corporations, Partnerships and Associations.** If I am a corporation, partnership or association, FirstCaribbean International Bank may only accept my Communications when they are from, or purport to be from, my signing officer(s) who is/are authorized to sign in accordance with my General Banking Resolution or Resolution-Re: Banking and Security, signing authorities and the terms of this Agreement. If I am a corporation, I confirm that I have obtained the approval of my board of directors or shareholders, as applicable, to enter into this Agreement and I will provide FirstCaribbean International Bank an appropriately signed resolution to this effect from my board of directors.
11. **Storing information.** FirstCaribbean International Bank may record and store all information relating to my account in such form and by such means as FirstCaribbean International Bank sees fit. I acknowledge that FirstCaribbean International Bank is not required to retain or return original items (other than to retain and return to me the items normally returned in accordance with FirstCaribbean International Bank's general practice) or to provide me with copies of any account statements, items or other documents. I understand that FirstCaribbean International Bank may, in its discretion and subject to availability, provide me with copies of account statements, items or other documents at my request.

If I request copies of any items or other documents and the originals have been transferred to some other storage medium and destroyed, I will accept copies made from that storage medium. I acknowledge that FirstCaribbean International Bank is not required to produce copies of any items or other documents if neither the originals nor any copies exist at the time my request is processed. I will pay FirstCaribbean International Bank its applicable charges for any searches I request. I acknowledge that FirstCaribbean International Bank may, however, require me to pay part of such search fees in advance.

12. **Consent.** I understand that FirstCaribbean International Bank protects all of my Information but there are instances where FirstCaribbean International Bank will need to provide Information to third parties and FirstCaribbean International Bank requires my consent in order to do so.

I hereby consent to the collection, use and sharing by FirstCaribbean International Bank (including its parent, CIBC, subsidiaries, related entities or affiliates or their respective successors and assigns) (the "Bank Group") of Information about me collected during the course of my relationship with FirstCaribbean International Bank with any member or members of the Bank Group, in whichever country such member conducts business. I also consent to FirstCaribbean International 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 correspondent or intermediary banks) (c) entities providing outsourcing services to FirstCaribbean International 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 me; (ii) qualifying and providing me with products and services; (iii) processing my transactions; (iv) verifying Information I may provide; (v) managing FirstCaribbean International Bank's or the Bank Group's business; (vi) protecting me, FirstCaribbean International Bank or the Bank Group from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; or (x) informing me about other products or services.

FirstCaribbean International Bank will only be liable for direct damages resulting from FirstCaribbean International Bank's, its parents', subsidiaries', affiliates', agents', suppliers' or third party service providers' negligent acts or omissions arising from the performance of the obligations under this agreement.

For the purposes of this clause, "Information" means any information or data in any form, including paper, electronic, 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 either (a) related to any product or service provided by the Bank Group to me or an account over which I have signing authority or a legal or beneficial interest or ownership or (b) to transactions (including those between me and FirstCaribbean International Bank) in respect of these products or services.

13. **Money Laundering.** Money Laundering legislation requires that FirstCaribbean International Bank verify the source of funds before accepting deposits or processing transactions and must report suspicious transactions to the relevant authorities. Consent is hereby given to FirstCaribbean International Bank to disclose this information to money laundering prevention and control officers within FirstCaribbean International Bank, for the purpose of ensuring FirstCaribbean International Bank complies with money laundering legislation. I will indemnify FirstCaribbean International Bank for its out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable money laundering legislation regarding my account, including but not limited to seeking direction from a court of competent jurisdiction on FirstCaribbean International Bank's rights and obligations in such matters.
14. **Authorization.** I understand that by executing this Agreement I authorize FirstCaribbean International Bank to accept and irrevocably honor any and all instructions set out in Section 1 of this Agreement. I further agree that any one of the signatories to this Agreement may authorize these instructions.
15. **General.**
- a) *Business hours.* FirstCaribbean International Bank will act on any of my Communications during the usual business hours of the FirstCaribbean International Bank office at which they are received on the earliest banking day possible.
  - b) *Monitoring facilities* FirstCaribbean International Bank will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since FirstCaribbean International Bank's ability to act on my Communications depends upon the normal functioning of various communication facilities, FirstCaribbean International Bank is not liable for any delay or failure to receive my Communications.
  - c) *Admissibility.* If it wishes, FirstCaribbean International Bank may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that FirstCaribbean International Bank has of my Communications into evidence in any legal proceeding as if it were an original document. That copy will be sufficient and valid proof of the information contained in it.
  - d) *Changes to list of authorized Signatories.* I may from time to time notify the FirstCaribbean International Bank office of changes to the list of authorized signatories. No change to that list is effective until the FirstCaribbean International Bank office has received written notice of the change.
  - e) *Notice.* Either party may give notice to the other by personal delivery or by fax communication in accordance with this Agreement.
  - f) *Valid agreement.* This Agreement is a valid and binding obligation by me, enforceable in accordance with its terms.
  - g) *Severability.* If any clause of this Agreement is found by a court to be void or unenforceable, that clause will be severed without affecting any other provisions of this Agreement.
  - h) *This agreement additional.* This Agreement is in addition to, and not in substitution for, the terms of any other agreement between FirstCaribbean International Bank and me. If any conflict arises between these and any other agreement with me, the terms of this Agreement will prevail.

16. **Online Statements.**

"**Online Statements**" means the statements for each of my accounts or credit cards accessible to me through Internet Banking.

"**Internet Banking**" means FirstCaribbean International Bank's banking services available by internet.

This clause governs my relationship with FirstCaribbean International Bank in relation to my access to Online Statements.

The provisions of this clause apply to each account or credit card I have with FirstCaribbean International Bank for which I have instructed FirstCaribbean International Bank to grant me access to my Online Statements.

(a) *Cessation of printed statements.* After I have opted to access my Online Statements, I understand and agree that FirstCaribbean International Bank will not mail or otherwise deliver printed statements, unless FirstCaribbean International Bank in its sole discretion deems it appropriate to do so.

(b) *Accessing of my Online Statements.* I agree to examine each of my Online Statements at least once every 30 days. **I agree to notify FirstCaribbean International Bank of any errors, omissions or irregularities in writing within 30 days after the date on which the relevant entry was posted to my account.** I acknowledge that my banking activity that occurred prior to my Internet Banking registration will not appear on my Online Statements.

(c) *Failure to Notify FirstCaribbean International Bank.* If I fail to notify FirstCaribbean International Bank of an error, omission or irregularity on any of my Online Statements in writing and within the time period in clause 16(b) above, then I agree that:

- (i) all entries and balances are correct;
- (ii) all instruments paid from my account are genuine, duly authorised and properly signed;
- (iii) all amounts charged to my account are properly chargeable to me;
- (iv) I am not entitled to be credited with any amount that is not shown in the Online Statements; and
- (v) I release FirstCaribbean International Bank from all claims in connection with the relevant account or credit card.

