

BANK OF THE BAHAMAS GENERAL ACCOUNT TERMS AND CONDITIONS AGREEMENT

JUNE 2024

TERMS AND CONDITIONS GOVERNING STANDARD CREDIT

(Applicable to Standard Credit with Bank of The Bahamas Limited)

GENERAL ACCOUNT TERMS & CONDITIONS

The "Customer" for good valuable consideration agrees with, and in exchange for **BANK OF THE BAHAMAS LIMITED** (herein referred to as "The Bank") that the operation of each account which the Customer now or hereafter has with the Bank at any of its branches or agencies and the carrying on of other banking business by the Customer with The Bank at any of its branches, subsidiaries or agencies and affiliates of The Bank as may from time to time hereafter come into existence and any successors of The Bank opening and operating one or more accounts for you, you agree to be bound by the following Terms and Conditions.

GLOSSARY

"**Account**" is a facility or arrangement which is provided by the Bank and utilized by a Customer to conduct transactions, inclusive of a chequing or savings account.

"Account Holder" or "Customer" is an individual, sole proprietorship, joint venture, partnership, association, company or legal entity in whose name one (1) or more accounts are established with the Bank and are subject to these Terms and Conditions.

"Application Form" is any relationship information, tax residency self-certification form, account information form, Prepaid Visa Card application form, source of wealth declaration or other similar document provided by the Customer to the Bank in connection with the opening and/or maintenance of an account and/or the delivery of Services.

"Automated Banking Services" are channels where you can access your designated accounts and may include:

- Designated Automated Teller Machines (ATMs)
- Debit Point of Sale (POS) payment terminals
- Telephone Banking (automated or agent-assisted)
- o Online Internet Banking

"Automated Teller Machine" (ATM) is an electronic banking outlet that allows customers to complete basic transactions without the aid of a branch representative or teller.

"Authority" is any judicial, administrative, public, or regulatory body, any government, any authority, court, central bank or law enforcement body, or their agents with jurisdiction over any part of the Bank or any affiliate of the Bank.

"Authorized Signatory" is any natural person who is authorized to conduct transactions through an Account, by way of such a designation by a Customer, through a power of attorney or a Court Order.

"BACH" is the Bahamas Automated Clearing House.

"Bag" is the secured plastic bag approved by the Bank for the purpose of placing property into the Around the Clock Depository.

"Beneficial Owner" is any natural person who ultimately owns or controls an entity which is a customer and/or natural person on whose behalf a transaction is being conducted or for whom an account is established.

"Business Day" is a day on which the Bank is open for business.

"Certificate of Deposit Receipt" relative to a Fixed Term Deposit, is a certificate of deposit receipt issued by the Bank stating the amount, interest rate, deposit term, maturity value, and other material information.

"**Customer Information**" includes personal data and confidential information relative to the Customer, Connected Person or a potential Customer.

"**Debit Transactions**" include cash advances, cheques drawn on your account, bill payments, pre-authorized payments and any other method of direct payment.

"Depository" refers to the Around-The-Clock depository.

"**Dormant Account**" as per the Central Bank of The Bahamas guidelines, is a deposit account with which no customer-initiated activity has taken place for a period of seven (7) years.

"Electronic Communication" means any communication by telephone, wire, computer or other method of telecommunication or electronic transmission

"Electronic Services" includes Internet Banking, Automated Teller Machine (ATM), Electronic Funds Transfer Point-Of-Sales Services and any other services or facilities offered via electronic means in or outside the Bahamas.

"Fixed Term Deposit" is a fixed-term investment made by the Customer that includes the deposit of money into an account at the Bank in accordance with the terms thereof.

"Foreign Currency "is any fiat currency other than Bahamian Dollars.

"Inactive Account" as per the Central Bank of The Bahamas guidelines, is a deposit account with which no customer-initiated activity has taken place for a period of at least one (1) year and up to six (6) years.

"Image Replacement Document" (IRD) is a document issued by the Bank containing such particulars as may be prescribed by the Central Bank of The Bahamas and which, pursuant to the laws of The Bahamas, is legally equivalent to the original cheque.

"Negotiable Instrument - is a signed document that promises a sum of payment to a specified person or the assignee (i.e. cheques, drafts, promissory notes, etc.).

"**Services**" is the opening, maintenance and/or closure of an Account, along with any personal or business banking, or financial product or service offered by the Bank.

We", "us", "our" and "the Bank" – is Bank of The Bahamas Limited.

1. GENERAL INFORMATION

- 1.1 These Terms and Conditions (i) apply to each Account held at the Bank and (ii) supersedes any previous terms between the Customer and the Bank.
- 1.2 Pursuant to Section 1.1 these Terms and Conditions are in addition to any other agreement for Services which the Customer may have with the Bank at present or in the future. If there is a dispute between these Terms and Conditions and any other such agreement, these Terms and Conditions shall be secondary to the extent of such dispute, unless the other agreement clearly states otherwise.
- 1.3 If any of the provisions in these Terms and Conditions is or becomes invalid, illegal or unenforceable under any law, the validity, legality or enforceability of the remaining provisions will not be affected or impaired. The Bank is entitled to waive compliance with any provisions herein, but such waiver shall not prejudice the Bank's right to enforce compliance with any such provisions on any other occasion.

- 1.4 Continued use by the Customer or an Authorized Signatory of any Account constitutes acceptance of these Terms and Conditions by the Customer, as the same may be amended from time to time.
- 1.5 These Terms and Conditions are binding on and enforceable against your heirs, personal representatives, executors and successors in title.
- 1.6 The use of Electronic Services is subject to the Bank's Terms and Conditions Governing Electronic Services, and changes made from time to time.

2. <u>APPLICATION FORMS</u>

- 2.1 The Customer shall complete one (1) or more application forms and other such documentation which the Bank, in its sole discretion, may reasonably request when applying for the opening of an account or requesting a service.
- 2.2 The Customer signifies and assures the Bank that it (i) has the power, capacity, and authority to sign any Application Form along with any related declarations, agreements, and other documents and (ii) the information disclosed in any Application Form is true, complete, and accurate in all respects.
- 2.3 The Customer agrees to (i) inform the Bank of any changes to information provided by the Customer to The Bank in an Application form or which could otherwise affect the operation of the Account and (ii) provide or cause The Bank to be provided with an updated Application Form together with any additional documentation which the Bank, in its sole discretion, may reasonably request. The Customer shall comply with its obligations under (i) and (ii) within thirty (30) days of any such charge occurring. The Customer agrees that any failure to do so shall authorize the Bank to suspend or terminate any Services related to any affected Account.
- 2.4 The Customer (i) acknowledges that completion of an Application Form and/or receipt thereof by the Bank does not establish, and shall not be interpreted as constituting, acceptance by the Bank to establish an Account (ii) acknowledges that all information disclosed in an Application Form is subject to independent verification by the Bank in accordance with its internal policies and procedures (iii) consents to the Bank independently validating such information and exchanging financial information with other financial institutions, credit bureaus and other relevant persons at any time, and (iv) agrees to indemnify and hold the Bank and its affiliates harmless from Losses incurred by them as a result of any such exchange.

3. OPERATION OF ACCOUNTS

- 3.1 An Account may only be used for personal, or business banking needs as declared by the Customer and approved by the Bank.
- 3.2 The Bank will determine the Account number to be allocated to each Account opened and may change it upon notification to the Customer.
- 3.3 Social, charitable and religious organizations and such other organizations may open Corporate Accounts only with the Bank's approval.
- 3.4 The Customer must make an initial deposit of such amount as the Bank prescribes to open an Account.
- 3.5 The Bank may decline to open an Account for any applicant.

- 3.6 The Customer signifies and guarantees that all cash and/or other assets deposited in an Account is the property of the Customer and agrees to indemnify and keep indemnified the Bank against all claims or demands made by any person claiming to be entitled to such cash and/or other assets.
- 3.8 The Customer guarantees that the cash and/or other assets deposited in an Account are not a result of or are otherwise connected with any criminal or illicit activity.
- 3.9 Unless the Customer notifies the Bank specifically in writing, the Customer certifies that no account is being used on behalf of a third party who/which is not a Beneficial Owner. Regardless of any such notice, if the Customer holds funds as trustee or fiduciary, The Bank shall not be responsible for ensuring that the Customer uses such funds in accordance with its trustee or fiduciary duties, and the Bank shall recognize the Customer as the sole holder of the Account.
- 3.10 The Bank will not open an Account entitled "in trust for" or any similar or equivalent term.
- 3.11 The Bank may vary the interest rates charged or paid on Account at any time.
- 3.12 If the Customer operates more than one (1) Account at different branches of The Bank, the conditions shall apply to all such Accounts.
- 3.13The Customer agrees that it will not deter, delay, or defraud any creditors, or engage in any conduct or use of the Services which would be unlawful.

4 OPERATION OF JOINT ACCOUNT

- 4.1 If more than one (1) individual is the owner of an Account, then all such individuals shall control the Account as joint tenants with the right of survivorship (and not as tenants in common) and are considered by the Bank to be the joint beneficial owners of the funds and other assets in the Account. Each Account Holder will be treated equally, with no person having any greater rights or access to the Account, regardless of whether the Account was opened jointly or whether the account was made joint after it opened.
- 4.2 For any account requiring more than one (1) account holder to provide instructions to the Bank, each Account Holder must authorize the opening and closing of the Account, and the addition or removal of any other holder to such Account
- 4.3 For accounts requiring only one (1) account holder to provide instructions, any account holder can authorize the opening and closing of the Account.
- 4.4 As per Section 4.2 and 4.3, any one (1) holder of a joint Account may give instructions to the Bank relative to, (i) withdrawing any portion or the sum of the funds in the Account, (ii) signing or endorsing any instruments in respect of the Account, (iii) accepting statements, documents, notices or other information relative to the Account, (iv) making deposits to the Account, (v) withdrawing any other property in care of the Bank for account of the Joint Account Holders, including any boxes and their contents, (vi) negotiating for and taking advances by way of discounts, loans, overdrafts and otherwise, with or without security, and (vii) pledging and depositing any kind of security for the repayment of any such advances.
- 4.5 Regardless of signature authority requirements (namely whether a joint Account requires one person to sign, or two or more persons to sign), upon the death, winding-up, dissolution or striking-off of a joint Account Holder, the remaining surviving Customers continue as joint Account Holders (and joint beneficial owners of the funds and other assets in the Account)

until there is no surviving Customer, in which case the funds and other assets in the Account shall form part of the estate of the last surviving Customer.

- 4.6 Upon the closing of a joint "AND" Account, the proceeds of such Account will be paid as directed by all of the Account Holders jointly, or in default, by cheque or bank draft payable to all Account Holders.
- 4.7 Where the Account is in two (2) or more joint names or has two (2) or more authorized signatures:
 - If, before or after acting on any written instructions, the Bank receives contradicting instructions from other signatories, we may thereafter act only on the **single** instructions **from** all signatories for the Account whether or not the Account requires only single or joint signatories.
 - 4.8 If any one Account holder dies, the Bank is authorized to hold any credit balance in the Account to the order of the surviving Account holders. This does not affect any other right we may have in respect of such balance arising out of any lien, charge, pledge, set-off or any other claim or counter-claim actual or contingent or otherwise. The Bank will be released from all demands, claims, suits and actions by the heirs, executors, and administrators of the deceased. In addition, the Bank may, if any Account holder dies, suspend or close the Account without notice.
 - 4.9 Where the Account is in the names of two (2) or more Account holders, these Terms and Conditions and all obligations under these Terms and Conditions will bind them jointly and severally.

5 OPERATION OF PARTNERSHIP ACCOUNT

- 5.1 Section 4.8 shall be applicable even after any change in the composition or constitution of the partnership or retirement or admission of one (1) or more partners or otherwise. The Bank shall be promptly given notice of such changes.
- 5.2 All partners based on the partnership agreement have the rights:
 - 5.2.1 To authorize any person, whether or not a partner, to make, draw, sign, accept, endorse and/or otherwise negotiate cheques, telegraphic transfers, drafts, bills of exchange and other negotiable instruments on behalf of the partnership and generally operate the Account; or
 - 5.2.2 To credit, debit and transfer funds to or from the Account and to create or increase an overdraft facility to any extent or apply for an extension of the overdraft facility whether such facility was granted on a temporary basis or otherwise. **Visa Debit Cards will not be issued to partnership accounts**.
- 5.3 Any change in the composition of the partnership firm by death or retirement or admission of one (1) or more new partners or otherwise will not affect the authority referred to in Section5. If the Bank does not receive any contrary written notice from you, the Bank may treat the remaining partner(s) as having full authority to carry on the business of the firm and to deal with the Account as if there had been no such alteration.

6 OPERATION OF BUSINESS ACCOUNT

Where a corporation, un-incorporated association or limited liability, joint venture, government entity or sole proprietor (collectively, the 'business") is designated or appears on a signature

card as the owner of such Account, then the Account is payable only to or on the order of the business and not to any individual director, shareholder or member thereof except as they may be payee on a cheque or other item drawn on the Account.

- 6.1 The Customer agrees that the business has taken all action necessary to open and maintain bank accounts at the Bank and that all resolutions and/ or other documentation delivered to the Bank in connection with the account are true, accurate, complete, and will be kept up to date and may be conclusively relied upon by the Bank.
- 6.2 The Customer agrees to notify the Bank seven (7) business days in advance of any change in your firm or ownership in order to have the change effective.
- 6.3 The Customer agrees that the Bank is not obligated to cash cheques payable to you or accept "less cash" deposits.
- 6.4 The Customer agrees that each eligible signatory shall be authorized **based mandate on file** to endorse for collection, deposit, or negotiate any and all cheques, drafts, notes, bills of exchange, certificates of deposits, Fixed Term Deposits (FTD) and orders for the payment or transfer of money between accounts at the Bank and other banks, either belonging to or coming into the possession of the business.
- 6.5 The Customer agrees that the Bank may accept any instrument for deposit to any depository Account of the business without endorsement or may supply the Bank's endorsement. The individual(s) designated are authorized to sign any and all cheques, drafts and orders against any designated account(s) of the business at the Bank.
- 6.6 The Customer authorizes the Bank to honour and pay all cheques, drafts and orders when signed or endorsed without inquiry as to the circumstances of issue or disposition of the proceeds even if doing so causes an overdraft or increases an overdraft and regardless of to whom such instruments are payable or endorsed, including those drawn or endorsed to the individual order of any such person so listed.
- 6.7 The Bank has the right not to negotiate a cheque drawn on the Customer's account if the Bank is not able to validate the authenticity of a cheque.
- 6.8 The Customer agrees that each eligible signatory **based on the mandate on file** is authorized to act for and on behalf of the business in any matter involving any Account of the business, including the authority to instruct the Bank to close the Account, and is further authorized to sign and implement for and in the name on behalf of the business, as they, or any of them see fit, the terms of all agreements, instruments, drafts, certificates, or other documents relating to any depository accounts or other business including, but not limited to, night depository agreements, funds transfer agreements or safe deposit agreements.

7 COMPANY DOCUMENTATION

- 7.1 A customer who is required to register the business as required by any law shall register and ensure such registration documents are kept current. Where a renewal certificate applies, the customer will submit the renewed certificate and certificate of good standing to the Bank home branch of the customer and will comply with all laws, regulations and other requirements.
- 7.2 Business license shall be submitted annually.
- 7.3 If the required documents are not submitted to the Bank, the Bank has the right to freeze account activity until the account is made compliant.

8 ACCEPTANCE OF TRANSACTIONS AND SERVICES

The Bank or any authorized agent acting on behalf of the Bank may permit the payment of funds and facilitation of other services

All monies in the Account will be payable solely at our branch in the Bahamas where the Account is maintained or such other branch or place in the Bahamas or elsewhere as we may permit from time to time.

9 SUSPENSION OF ACCOUNT SERVICES

- 9.1 The Bank reserves the right in our absolute discretion at any time to suspend operations of any or all Accounts and/or services for such duration as we deem fit, including but not limited to the situations where:
 - The Bank receives written instructions from any Account holder or any authorized signatory(ies) to suspend operations notwithstanding that the mandate for the Account requires two (2) or more signatories;
 - The Bank receives contradicting instructions from the signatory(ies) to the Account or any Director or partner of the Account holder, whether or not such Director or partner is a signatory to the Account;
 - As a result of force majeure, any calamity or condition, industrial actions, power failure, computer breakdown or sabotage, or any other reason, our customer's records, Accounts or services are not available or access to such records, Accounts or services is hindered;
 - The Bank was not notified or becomes aware of any dispute between the directors and/or the authorized signatories to the Account (in the case of corporate Accounts);
 - The Bank was not notified or made aware of any petition, application or resolution or the appointment of a receiver or judicial manager to declare the Customer bankrupt or insolvent or for winding up;
 - The Bank is served a garnishee order attaching balances in your Accounts;
 - Notification of death of the Account Holder;
 - Notice from the regulator or government agency; or
 - The Bank receives a notice of appointment as agent for purposes of the government taxes in respect of you or any joint Account Holders.
- 9.2 The Bank will not be liable for any loss, damage, expense, or inconvenience, including indirect losses suffered or incurred by you as a result of the Bank suspending the operations of any or all of your Accounts and/or services under these conditions.

10 CLOSURE OF ACCOUNTS

- 10.1 The Account Holder may close their Account at any time by giving the Bank written notice signed by the authorized signatory(ies) and paying us all outstanding amounts due and payable (if applicable).
- 10.2 No interest will be paid on interest bearing accounts if closed within ninety (90) days of the account opening.

- 10.3 Where the Account is in the names of two (2) or more Account holders and is a Joint Account, the Bank may act on written instruction from any of the Account holders (without further authorization or notification to the other Account holders) to close the Account, depending on the instructions given at the time the account was opened.
- 10.4 The Bank may close an Account(s) without giving any reason, by seven (7) days' notice or, where we deem fit, we may close accounts immediately, upon issuing a notice to you (whether or not the notice is received by you). We may discharge our liability in respect to the money in the closed Account by mailing a banker's draft or official cheque for that amount in the currency of deposit to you or through any other means as we may deem fit. No interest will be paid on unclaimed balances of a closed Account. If an overdrawn Account is closed by the Bank, the overdrawn amount will remain payable together with interest, costs, expenses, commission and other charges and the provisions in the Bank's Credit Terms and Conditions Agreement shall continue to be applied.
- 10.5 In addition to the above:
 - If the balance in the Account falls below the prevailing prescribed minimum; or
 - If there are no transactions on the Account for such period of time as we may stipulate;
- 10.6 We may close the Account without notice to you. Once the Account is closed for any reason, all unused cheques and/or BOB Card will become The Bank's property. The Account Holder shall promptly return them to us or destroy them and shall not continue to effect transactions through the Account in any way. Your obligations under these Terms and Conditions will however continue and all outstanding balances (which include such charges and liabilities you may have incurred but which have not been debited to the Account) on the Account will become payable at once. If your Account is closed by The Bank, and you still owe us any sum of money, these Terms and Conditions shall continue to apply to you until we receive and acknowledge receipt of all moneys due and payable to us.
- 10.7 Once the Account is closed for any reason, all Electronic Services linked to that Account will also be terminated automatically.

11 DORMANT ACCOUNTS AND INACTIVE ACCOUNTS

- 11.1 Dormant Accounts and Inactive Accounts shall be subject to the most recent Guidelines for the Administration and Ultimate Transfer of Dormant Accounts to the Central Bank of The Bahamas.
- 11.2 An Account which has no transaction initiated by the Customer or an Authorized Signatory for one (1) year may be subject to inactivity fees as outlined in the Bank's Schedule of Fees. The Customer may reactivate an Account in accordance with the Bank's policies and procedures in effect at the relevant time. Funds will be transferred the Central Bank of The Bahamas after seven years of inactivity.

12 WITHDRAWALS

12.1 In accordance with the features of your Account, the Customer agrees that the Bank may charge the Customer's Account for any withdrawal or transfer that the Customer makes or authorizes another to make.

- 12.2 The Bank, as a condition of withdrawal, may require you to provide us with identification or information acceptable to us and/or your signature on certain withdrawal documents signed in the presence of our personnel.
- 12.3 Where the Customer makes a request to withdraw large amounts in cash of twenty thousand dollars (\$20,000.00) or more, the Bank may place reasonable restrictions on the time and method of your withdrawal and may require that you sign a document releasing us from any liability in case you are robbed or assaulted.
- 12.4 Where an Armored Car Carrier is contracted to pick up a withdrawal on behalf of a customer, the Bank must be notified in writing of the name of the Amoured Car Company and the location of pick up. The Bank may refuse the withdrawal if the Customer does not agree with these conditions.
- 12.5 The Customer shall maintain sufficient funds in their Account to meet all payments and withdrawals, charges, fees, etc. Any withdrawal that is made shall be in the manner and on such terms and conditions as the Bank may set from time to time.
- 12.6 The Customer can make withdrawals at any of our Branches, subsidiaries or ATMs or any other entity that the Bank has contracted to provide banking services of amounts up to the limits established by the Bank.
- 12.7 The Bank may debit a Customer's Account regardless of whether the Account has sufficient funds if the payments or withdrawals:
 - Are made via duly completed withdrawal request forms or cheques with signatures that are consistent with those on our records and/or presentation of you or your authorized signatories' identity card(s) or passport(s) if requested by us; or
 - Made via electronic services by use of a bank card and/or pin or any other manner permitted by the Bank.
- 12.8 Even if there are sufficient funds in a Customer's Account, the Bank is not obliged to act on any instructions relative to your payment or withdrawal request if:
 - The signature is different from the specimen signature furnished to the Bank or not signed in the authorized manner or not drawn in accordance with the signature requirements prevailing at the time of presentation;
 - The cheque/financial instrument is presented after more than six (6) months or the period specified on the cheque/financial instrument has elapsed from the date of the cheque/financial instrument;
 - In the case of a cashiers or managers cheque where the word "bearer" has been cancelled;
 - The Bank has received or is obliged to comply with any regulatory, judicial or statutory requirement or request not to proceed with the payment or withdrawal request or to affect a payment to any government body or agency or we are served with a court order or other form of legal process requiring us to freeze the account or to disallow withdrawals: or
 - Funds in the account have been earmarked or withheld for any reason. The Bank also has the right to process payments and withdrawals in any order of priority determined by us.

- 12.9 The Bank does not have an obligation to call or notify the Customer of the occurrence of any of the events listed in clause 12.8 or when your account becomes overdrawn.
- 12.10 The Bank is not bound to honour any cheque or withdrawal request where the alteration is confirmed by initial(s) or incomplete signature(s), which do(es) not conform to the specimen signature(s).

13 FOREIGN CURRENCY DEPOSITS AND CHEQUES

- 13.1 Upon the Customer's request the Bank may, in its sole discretion, open one (1) or more Foreign Currency Accounts in the Customer's name.
- 13.2 The Bank will not accept for deposit, cheques drawn on non-U.S. or non-Canadian banks.
- 13.3 The Bank will accept cheques drawn on U.S. or Canadian banks on a collection basis.
- 13.4 The actual credit for items payable in a foreign currency will be at the exchange rate in effect at the time of the final collection in BSD dollars, regardless of whether such items are accepted for deposit or on a collections basis.
- 13.5 The current credit balance in any such Foreign Currency Account as well as any further amounts which may be subsequently credited to it, are withdrawable by way of demand draft or electronic funds transfer at the Customer's risk and payable in the Foreign Currency in which the relevant Foreign Currency Account is denominated, or in cash of the same Foreign Currency or the equivalent in Bahamian Dollars at the Bank's option.
- 13.6 The Customer shall assume with respect to any such Foreign Currency Account(s) full and complete responsibility and liability for any consequences resulting from the obligation of present or future taxes, regulations, or restrictions such as levies, restrictions and the like, and the Customer authorizes the Bank to debit from any such Foreign Currency Account(s) any such and all charges of the Bank with respect thereto.
- 13.7 The Bank may accept foreign currency cheques for clearing in the manner prevailing for the acceptance of such cheques as we may determine from time to time.
- 13.8 Any cheque draw in a foreign currency on foreign banks may not be immediately deposited to the crediting bank. Notice will be provided to the Customer as to whether or not settlement takes place.
- 13.9 The Customer's Account will be credited with the proceeds of such cheques only after the cheque is honoured and 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.
- 13.10 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 the Customer's Account.
- 13.11 Foreign currency cheques and other financial instruments received for collection will only be credited to your Account after we receive payment of the proceeds.

14 CREDITS FOR DEPOSITS

14.1 Any deposit that the Customer makes shall be in the manner or in the currency permitted by the Bank.

- 14.2 The Bank may rely on the account number on any deposit record received, even if the record identifies a party different from the entity identified by name in the record, and we have no duty to detect any such inconsistency in identification.
- 14.3 The Bank may return or refuse to accept all or any part of a deposit or credit to your Account at any time and will not be liable to the Customer for doing so even if such action causes outstanding items to be dishonoured and returned. Returned or refused deposits (or the legal equivalent of the deposited item) will be returned to the Customer. In addition, you will be solely responsible for any loss or liability we sustain in connection with the deposit of IRDs.
- 14.4 Any credit received will be reflected on your next periodic Account Statement.
- 14.5 The Customer may call the Customer Care Centre to confirm the status of an electronic funds transfer(s) or account activity or review their account via the Bank's Electronic Banking platforms.
- 14.6 The Bank shall not be construed to have received for deposit cheques deposited via the ATM or Quick Deposit Box until the Bank has removed the cheques from the ATM, or Quick Deposit Box. Cheques placed in such depository will receive value by the next business day subject to the Bank's ability to do so.
- 14.7 Credits for all deposits are subject to final verification and after review, the Bank has the right to make adjustments to the Customer's Account for any errors, inclusive of any errors appearing on your deposit slip.
- 14.8 The Bank shall conduct verification of customer deposits and has the right to hold funds until all requirements have been met.
- 14.9 In addition, the availability of funds for withdrawal does not mean that the deposited cheque or other item is "good," has "cleared" or has been paid by the paying bank, or that the item will not be returned unpaid and the Customer's Account subsequently debited, notwithstanding the period of time or any representation or belief to the contrary.
- 14.10 The Bank may accept credits to your Account that have been originated by third parties (e.g., ACH credits, wire transfers). However, the Bank has the right to reverse any credit to the Customer's account that the originator of such deposit has informed us was in error, or was intended for another account, without investigating whether such credit was not properly payable to you.

15 <u>COLLECTION OF DEPOSITS</u>

- 15.1 You agree that the Bank acts only as your collecting agent in receiving items for deposit or collection and assumes no responsibility beyond reasonable care. The Bank will use reasonable care in the selection of collecting agents but will not be liable in case of their failure or negligence or for losses in transit.
- 15.2 The Customer agrees that the Bank, and each of our correspondents, or agents, may send cheques, subject to collections, directly or indirectly, to any bank, depository, maker, or drawee in accordance with our usual custom and may accept cheques, drafts or credits as conditional payment.
- 15.3 The Customer agrees to use reasonable care to assist the Bank in locating or obtaining replacements for items lost while in our possession. The Bank may agree with other banks

to vary procedures regarding the collection or return of items, and deadlines to the extent permitted by law.

16 AROUND THE CLOCK DEPOSITORY

- 16.1 The Customer shall only place Property (i.e. currency, cheques and other orders of payment of money) in a Depository. The Customer also agrees that all Property to be put into the Depository shall be placed in the Bag which shall be securely sealed.
- 16.2 The Customer agrees not to duplicate any Around the Clock Deposit key, which shall remain the property of the Bank.
- 16.3 The Customer shall immediately advise the Branch Manager (to which your account is domiciled), of the loss or theft (suspected or otherwise) of any Around the Clock Deposit key. The Customer agrees to pay for a replacement Around the Clock Deposit key if the Bank in its sole discretion sees fit to replace them following such loss.
- 16.4 The Customer shall immediately advise the Branch Manager if the Around the Clock Deposit lock is damaged. If it is discovered that the Customer is responsible for the damage, the Customer agrees to pay the cost for the replacement of the lock of the relevant Around the Clock Depository, if the Bank in its sole discretion sees fit to replace them following such an event.
- 16.5 The Customer shall securely seal each bag before placing it in a Depository and agrees to close and lock it, using the applicable Key immediately following each use of the Depository. The Customer also agrees to promptly notify the Branch Manager of any malfunction in or at the Depository which comes to the Customer's attention.
- 16.6 The Customer may, by giving notice to the Branch Manager, assign one or more persons as the agent(s) of the Customer, each of whom acting alone shall be the agent of the Customer for all purposes of and connected with the use of the Depository located at the relevant Branch. Such written notice shall be given by the Customer to the Branch Manager in a form satisfactory to the Bank. The authority of each person appointed shall continue at all times to be in full force and effect until written notice from the Customer to the contrary, in a form satisfactory to the Bank, has been received and duly accepted in writing by the Branch Manager or until the Bank has received notice of the Customer's death, legal incapacity or mental infirmity. If the appointment of an agent is made by more than one (1) Customer, then the appointment may be revoked by any one (1) of them.
- 16.7 The Customer agrees that the Bank is authorized to open each bag placed in the Depository, to remove the contents enclosed and deal with such contents in a manner as established by the Bank, excluding any such Property which the Bank does not consider to be in proper order. The Customer also agrees that each Bag shall contain an itemized slip, in duplicate, clearly and accurately listing its contents.
- 16.8 Items in which all negotiable points are not present may be returned to the Customer as a returned cheque.
- 16.9 If there is a deposit discrepancy a deposit adjustment will be made at the Bank's sole discretion and the Customer notified.
- 16.10 The Customer agrees that after each use of a Depository, the Customer shall in a timely manner review and make a record of any Property not credited by the Bank to the

Customer's designated Account. The Customer has up to thirty (30) days after the transaction has been processed to make any inquiry.

- 16.11 The Customer further agrees that the Bank's records as to whether or not any use of a Depository has been made and the Bank's count or determination that the contents of each Bag placed in the Depository may, in the absence of obvious error, be invoked by the Bank as being conclusively correct and irrevocably binding on the Customer. It is also explicitly understood and agreed that the relationship between the Bank and the Customer, relative to Property contained in any Bag, shall only become one of debtor and creditor after the contents of such Bag have been removed counted, verified, accepted, and entered by the Bank in its records as a cleared deposit.
- 16.12 The Customer clearly acknowledges and agrees that each use or attempted use of a Depository by the customer or any agent of the Customer shall be at the sole risk of the Customer. The Customer specifically acknowledges and agrees that such use is considered to begin when the Property is placed in the Depository and terminated the moment the Property is cleared as a deposit or returned to the Customer in accordance with these Terms and Conditions. During such use or attempted use, the Bank shall have no responsibility or liability whatsoever in respect to any Property placed or intended to be placed in a Depository. The Customer further agrees that the Bank shall not be responsible or liable for any losses in any way suffered or incurred by either or both the Customer and any agent of the Customer relative to the use of the Depository or while the Customer or any agent of the Customer is physically present on or in the premises for the purpose of using, or in connection with the use or attempted use of, a Depository. The Customer shall indemnify the Bank against any Losses which the Bank may be suffered or incurred and shall hold the Bank harmless from all claims upon it or any of its officers, employees, or agents, by reason of or arising from the use or attempted use of a Depository by either or both the Customer and any agents, by reason of or arising from the use or attempted use of, a Depository.
- 16.13 The Customer also agrees that the Bank has the right, exercisable by it at any time without prior notice, to remove any Depository from use and that the Bank shall not be liable to the Customer for any resulting Losses, in whatever manner arising, suffered, or incurred by the Customer as a result of such withdrawal from use.
- 16.14 Neither the permission to use a Depository nor any other right, title, benefit, or interest of the Customer in connection with the Around The Clock Depository is transferable or assignable or otherwise capable of being alienated by the Customer, whether voluntarily or involuntarily.
- 16.15 The Customer agrees to pay the Bank's prevailing fees and charges in effect from time to time for the permission granted to the Customer to use a Depository.
- 16.16 The Bank may limit or prohibit the use of any Depository by the Customer at any time without notice in the event of a breach of any of these Terms and Conditions by the Customer or any agent of the Customer.
- 16.17 The Customer shall upon concluding the use of a Depository, ensure the timely delivery for each key for each affected Depository to the Bank. If any key is not returned, the Customer shall pay to the Bank on demand all costs and expenses incurred by the Bank in replacing such key, each lock, and all other keys to the outside door of each such

Depository (if applicable), in its sole and absolute discretion, it sees fit to replace them.

17 FIXED TERM DEPOSITS

- 17.1 Based on the Customer's request, the Bank, in its sole discretion, shall accept a Fixed Term Deposit contract and issue the customer a Certificate of Deposit Receipt showing the terms of the agreement.
- 17.2 A Fixed Term Deposit is payable by the Bank upon surrender of the corresponding Certificate of Deposit Receipt or document(s) acceptable to the Bank in its sole discretion to confirm the identity of the customer. A Fixed Term Deposit may only be transferred, negotiated, or assigned by the Customer with the Bank's prior written consent. The Customer shall ensure that all holders or assignees of a Fixed Term Deposit will agree to these Terms and Conditions and, more specifically, that the Bank's right of set-off against the Customer will have priority over any of their claims, which shall be subject and subordinate to the rights and interests of the Bank in all respects.
- 17.3 Except the Bank advises the customer in writing to the contrary, any Fixed Term Deposit which renewed or otherwise remains with the Bank after the expiration of the maturity date as specified in the Certificate of Deposit Receipt shall be administered by the same terms and conditions which were applicable to the Fixed Term Deposit immediately prior to the expiration of such maturity date, except that the interest rate shall be the rate customarily payable by the Bank on deposits of that nature at the date of such renewal, and provided always that interest earned on such Fixed Term Deposit shall be added to the rolling principal balance or as otherwise instructed.
- 17.4 Where a maturing Fixed Term Deposit is not rolled over or renewed, payment thereof shall be made by depositing the funds, principal plus interest into a settlement Savings or Chequing account, as was assigned in the Fixed Term Deposit Agreement. After this deposit is completed, the Bank shall be discharged from all responsibilities and obligations in respect of such Fixed Term Deposit.
- 17.5 When two (2) or more individuals are Depositors of a Fixed Term Deposit and it is specified on the Certificate of Deposit Receipt, the corresponding settlement account must include the same individuals, they agree with each other and with the Bank that each of them individually shall have the right to require the Bank to make payment in favor of any one (1) of them and that such payment shall operate as a complete release of the Bank relative to the amount so paid.
- 17.6 Where two (2) or more individuals are depositors of a Fixed Term Deposit and it is stated on the Certificate of Deposit Receipt that the Fixed Term Deposit is "joint with the right of survivorship", it is agreed that, after receipt by the Bank of satisfactory evidence of the death of any of them, any payment to be made by the Bank shall be made in favor of the survivor(s), and any credits to be posted by the Bank shall, notwithstanding that a specific Account is indicated on the Certificate of Deposit Receipt, be made into an Account at the branch specified by the survivor(s) in writing.
- 17.7 The Bank is authorized to comply with the provisions of applicable laws, regulations, or orders now or hereafter in force which purport to impose on the Bank a duty to take or refrain from taking any action in respect of a Fixed Term Deposit or any interest accrued thereon.

- 17.8 Withdrawals prior to maturity are prohibited. If the Bank waives this exclusion, it reserves the right to require fifteen (15) days' notice of such withdrawal and to impose a substantial interest penalty as set out in these Terms and Conditions. All such withdrawals, when permitted, must be requested in writing by all parties to the Certificate of Deposit Receipt.
- 17.9 If the Bank grants the Customer's request to withdraw all or a portion of the Fixed Term Deposit before the maturity date, unless otherwise waived by the Bank in its sole discretion, a penalty based upon the remaining months (with a month being a period of 30 days for such purposes and calculated at the interest rate in effect) will be charged as per the Bank's Fee Schedule.
- 17.10 Any disposal of funds by the Bank in accordance with the provisions of a Certificate of Deposit Receipt shall release the Bank from all obligations relative to the specific Fixed Term Deposit and any interest thereon.

18 STANDING ORDERS

- 18.1 If there are insufficient funds to execute the standing order of the Customer or an Authorized Signatory, the instruction of the Customer or Authorized Signatory may not be processed, and the standing order may be cancelled entirely after three (3) failed attempts to process the same.
- 18.2 Standing order instructions may be processed if the relevant Account is funded before the standing order is cancelled. The Bank is not responsible for any consequential Losses which may result from the Customer having insufficient funds in the Account.

19 CHEQUES

- 19.1 Cheques drawn on local banks are only cleared on a designated Clearing Day, which must be a Business Day.
- 19.2 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.
- 19.3 Clauses 19.3 19.5 shall apply to all cheque deposits placed with the Bank whether over the counter or through any other means.
- 19.4 The Customer authorizes the Bank to debit their Account with any amount that was credited in respect of cheques or other instruments that are subsequently dishonoured or returned unpaid.
- 19.5 Cheques or financial instruments deposited by the Customer and dishonoured or which cannot be processed by the Bank for any reason will be held for your collection at the Branch where said deposit was initiated.
- 19.6 The Bank has the right to 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.
- 19.7 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.

- 19.8 The Bank reserves the right to charge for issuing cheques and cheque books at our prevailing rates.
- 19.9 The Bank may refuse to act on stop payment instructions unless received, on a business day, a written request signed by any signatory(ies) of the Account or a verbal request from any signatory(ies) of the Account subject to our verifying the identity of the person(s) making the request. Stop payment on cheques will be processed based on the cheque number(s), the amount of the cheque and the payee of the cheque.
- 19.10 Stop payment instructions will be valid for such period as the Bank determines from the date on which the Bank receives the Customer's verbal or written instructions. Any charges will be debited from the Customer Account regardless of whether your stop payment instruction was processed successfully.
- 19.11 The Customer agrees 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 we may require. The Bank may (but are not obliged to) verify any stamps or seals or other instruments against the Customer's specimen stamps or seals or other instruments. If the Customer or any person acting on your behalf make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with the Bank in breach of these Terms and Conditions, may without notice to the Customer, 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.
- 19.12 Cheques, drafts and other negotiable instruments (including substitute cheques) deposited to your Account or cashed, automated clearing house (ACH) entries and all other types of external and book-entry funds transfers (cheques and funds transfers collectively referred to herein as 'items'), may be charged back to the Customer's Account with the Bank, if the Bank is informed that the item is being or has been returned unpaid (or, for cheques drawn on other accounts with us, the cheque is dishonoured by us for any reason), without regard to whether such return or dishonour is timely.
- 19.13 Cheques presented for cash or deposit to the Customer's account may not always be cashed right away.
- 19.14 The Bank has the right to place a hold on funds to ensure that the financial institution on which the cheque is drawn will not return the cheque. A hold, however, provides no guarantee that a cheque will not be returned as invalid or otherwise after the hold period has expired. The Customer is responsible for any cheque that has been deposited and is returned to the Bank, regardless of whether any hold period has expired.
- 19.15 The Customer agrees that (i) the Bank is authorized to pay every order to pay, promissory note or acceptance of the Customer presented for payment at the branch of the Bank where an Account is maintained in the same way as in the case of any ordinary cheque and debit any Account in the customary manner, (ii) the Bank is authorized to pay any cheque signed by an Authorized Signatory or to implement any instructions from an Authorized Signatory to transfer funds from an Account, (iii) the Customer will repay to the Bank all amounts debited to any Account in accordance with the provisions of these Terms

and Conditions, and (iv) the Bank from time to time debit any Account the Bank's usual charges and fees for the keeping and operating of any Account and the provision of any Services, which charges and fees the Customer agrees to pay.

- 19.16 Cheques may not be drawn on the Bank except on the forms supplied by the Bank and registered for each Account.
- 19.17 Applications for new cheque books should be made on the printed application form or in any other way that the Bank prescribes or permit from time to time. Any new cheque book(s) will be held for collection by you at the Branch indicated on your request form
- 19.18 When a deposited or cashed item is returned, the Customer will be charged a Deposited Item Returned fee.
- 19.19 The Bank may charge the Customer's Account whether or not the cheque is returned to the Bank, and whether or not the Bank can return the item or a copy to the Customer.
- 19.20 Even if the Bank has verified a deposited or cashed cheque and notifies the Customer that the cheque has been paid, that will not release the Customer's liability as an endorser. This right shall extend to any cheque or other item deposited into the Customer's Account or cashed, that is finally paid and then returned because a claim is made that the cheque or other item was altered, forged, unauthorized, has a missing signature or should not have been paid for any reason. In lieu of charging the Customer Account the Bank may withhold an amount equal to such cheque or other item, plus any related charges from the Customer's Account until a final determination of the validity of such claim has been charged back to an Account if that Account has become overdrawn.
- 19.21 The Bank is not required to give the Customer next-day notice if a deposited or cashed item is dishonoured.
- 19.22 Any cheque deposited to a Customer Account that lacks an endorsement may be, or may be deemed to be, endorsed by the Bank on your behalf. With respect to any such cheque, the Bank's rights and customer liabilities shall be determined as though you actually endorsed and deposited the item. Further, any cheque deposited to your Account that bears the Customer's stamped or facsimile endorsement shall be deemed to bear your actual endorsement whether such endorsement was affixed by the Customer or by someone having no authority to supply your endorsement. You agree to assume responsibility for and to indemnify the Bank for any loss, fees or charges we may incur as a result of your failure to properly endorse cheques deposited by you to your Account.
- 19.23 The Bank will not be obligated to credit your account for cheques until the Bank has received the final payment.
- 19.24 Some cheques may be sent on 'collection', meaning that the funds will be credited to your account only if and when the cheque clears the other financial institution and the funds have been received by Bank of The Bahamas.
- 19.25 Electronic funds transfers received for deposit to your account are subject to our verification of source of funds. A hold may be placed on any such transferred funds until we complete the verification.

20 CHEQUES TRUNCATION

20.1 The Customer acknowledges that they are aware that the Bank is a member of and participant in the Automated Clearing House (ACH) system operated by Bahamas

Automated Clearing House ("BACH"), which system is operated pursuant to the System Rules made by BACH (the "BACH System Rules").

- 20.2 The Bank may (but shall not be obliged to) submit all cheques and other instruments presented to us for collection to BACH for payment and settlement in accordance with the BACH System Rules as same may be amended from time to time and any agreement between the participating banks.
- 20.3 Electronic payment information of the cheque, instead of presenting the physical cheque itself and any cheque thus presented shall be deemed to be duly presented for payment. The Customer hereby waives any right to physical presentment of cheques for payment notwithstanding the provisions of the Bills of Exchange Act ("BEA").
- 20.4 Any cheque presented in accordance with the aforesaid provision shall be deemed to have been presented at its "proper place" within the meaning of section 45 of the BEA.
- 20.5 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.
- 20.6 Where the Customer deposits a cheque to their 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 you the original of any such cheque or other instrument, we are not obliged to return to you any such original and it shall be sufficient that we (subject to such conditions as we may impose) issue to you the IRD, or a certified copy of the original cheque, relating thereto provided always that we may (in our sole discretion and subject to such conditions as we may impose) nevertheless return the aforesaid original in lieu of the relevant IRD or certified copy.
- 20.7 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.
- 20.8 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 the Customer 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.
- 20.9 The Bank shall be entitled to:
 - 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 BACH 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
 - Debit any account or require the Customer to reimburse the amount paid in respect of such cheque, IRD or certified copy of cheque or other instrument.

- 20.10 Where the Bank has paid on any cheque or other instrument as aforesaid drawn or purportedly drawn by the Customer (and/or on the image and relevant electronic payment information in respect thereto):
 - The Bank is not obliged to return the original of any such cheque or other instrument to the Customer and it shall be sufficient (when so requested by the Customer and subject to such conditions as the Bank may impose) that the Bank issue to you the electronic image of such cheque or other instrument or a printed or electronic copy thereof;
 - The Customer consents 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 operations of the automated clearing system or any agreement between the participating banks or any relevant statute of The Bahamas; and
 - The Customer consents 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 our discretion and subject to such conditions as we may impose, only for so long as the retention period specified in or pursuant to) any rules and/or regulations of the BACH and to the destruction of the aforesaid electronic data and/or image upon the expiry of the retention period so specified without us retaining a copy in any form or medium; provided always that the Bank may (acting at our discretion and subject to such conditions as we may impose and/or the relevant rules and/or regulations of the BACH) nevertheless return the aforesaid original in lieu of the relevant electronic image or a printed or electronic copy thereof.
- 20.11 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:
 - Any cheque (including but not limited to a cheque which under the BEA or otherwise is not transferable) or other instrument (including but not limited to an instrument to which the BEA applies) drawn or purportedly drawn by you; or
 - The image and/or relevant electronic payment information in respect of any such cheque or other instrument as aforesaid; even though the Account Holder may have issued the Bank contrary instructions, or the mandate for the Account may contain contrary instructions.
- 20.12 The Bank shall not be liable to you (or any third party claiming through you) 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 us or our officers or employees.
- 20.13 The Bank has the absolute discretion (without incurring any liability to you) to determine whether to process through the BACH and/or any other clearing and/or settlement system

as we think 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 BEA applies).

- 20.14 Any reference in these Terms and Conditions 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.
- 20.15 You 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 you will not challenge the admissibility of any such IRD, certified copy or electronic image on the grounds only that it is made or recorded in electronic form.

21 STATEMENT OF ACCOUNTS

- 21.1 Statement of Account ("Statement of Account") is made available in electronic form by the Bank via online banking. The Customer must notify the Bank in writing if there is any discrepancy in the Statement of Account within forty-five (45) days of the date of entry, failing which you will be deemed to have acknowledged it as accurate.
- 21.2 Transactions performed after the Bank's cut-off time for statement generation will be reflected in the following month's Statement of Account.
- 21.3 In addition, the Bank reserves the right, without prior notice to you, to add and/ or alter the entries, transaction advices, deposit advices or records in the Statement of Account and advise you thereafter.

22 COMMUNICATION AND INSTRUCTIONS

- 22.1 In addition to any rights the Bank has under these Terms and Conditions, the Bank may act on any instructions for withdrawal, closure or any other matter whatsoever relating to the operation of the Account given or purportedly given by you or your authorized signatory by post or any other medium of communication, including via email transmission or telephone.
- 22.2 The Bank shall be entitled to refuse or to accept or to act on any instruction for any transaction or any matter relating to the Account if:
 - We are unable to verify your identity to our satisfaction;
 - We have any doubt on the authenticity, clarity or completeness of the instruction;
 - The form or content of such instruction is not in accordance with our requirements, policies or practices as we may prescribe from time to time; or the instruction is not in accordance with the mandate(s) for the time being in effect in respect of the operation of such account; and we shall not be liable to you as a result of such refusal.
- 22.3 Notwithstanding the above clause, the Bank may act upon any instruction which we believe in good faith to be given by the Customer, without inquiry as to the identity of the authority of the person giving or purporting to be giving such instruction or the authority thereof and notwithstanding that such instruction may conflict with other instructions the Customer have given the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such instructions.
- 22.4 Where the Bank agrees to act on instructions given by the Customer or their authorized signatory via a medium of communication other than post, you will indemnify the Bank

from and against any loss which we may incur as a result of acting on such instructions or the instructions of your authorized signatories in accordance with these Terms and Conditions. The Customer also agrees that the Bank will not be liable to them for any loss which may be incurred as a result of the Bank acting on such instructions.

- 22.5 The Bank may, as deemed fit, record all instructions received from you or your authorized signatories, and all other telephone conversations conducted with you and your authorized signatories, and you agree to be bound by such recording.
- 22.6 The Bank may send any notices, advices or any other communications to you by email. Such notices, advices or other communications will be considered to be sent and received by you on the day following such mailing or on the day when it was so sent even if the same is returned undelivered. All notices and communications can also be done through the social media, press, radio, television or any other media as selected by the Bank. The Customer is considered to have notice on the date of publication, broadcast or communication.
- 22.7 The Customer shall not hold the Bank liable in the event that any communication is delayed, intercepted lost and/or failed to reach you during transmission or dispatch if the content of such communication is disclosed to any third-party during transit. You will bear all risk of such communications.
- 22.8 The Customer will notify the Bank promptly in writing of any variation in your signature, the authorized signatory(ies), the authorized manner of signing, the signature requirement(s) in respect of the operation of any Account, any change in your address or other relevant particulars. Such particulars include (but are not limited to) any change of partners, directors and/or provisions in your memorandum and articles of association, where applicable.
- 22.9 The Bank is entitled to a reasonable period of not less than 7 Business Days after receiving your notice to process and update the change.
- 22.10 Pending completion of the Bank's processing of any change notified by the Customer, the Customer authorizes the Bank to continue to process their instruction(s) in accordance with the mandate given to the Bank prior to the notice of change or to continue to send notices and other communication to the Customer at their email address or via online banking.

23 CUSTOMER'S DUTY

- 23.1 The Account Holder shall:
 - Monitor the balance of their Account at all times and notify the Bank in writing immediately of any unauthorized debits, credits or withdrawals from the Account or of any matter concerning your Account that may invite suspicion;
 - Sign and confirm any confirmation slip, including that related to auditing purposes (if requested to do so) and promptly notify the Bank of any change in your address or personal or business information;
 - Examine all debit and credit entries in the statement of account, or transaction records and report any omission from debits or credits wrongly made without authority or inaccurate entries in such Statement of Account and/or Transaction

Records. The Customer must object to such debit or credit entries or omissions or any other inaccuracies within forty-five (45) days after the date of entry in the Transaction Records. If you do not do so:

- Such entries made in the transaction records will be deemed correct and conclusive without further proof as against you that the statement of account or transaction records contain all credits that should be contained in these documents and do not contain any debits that should not be contained in these documents;
- The Account Holder will be bound by the Statement of Account or Transaction Records; and
- We will be free from all claims in respect of any and every debit or credit item shown in the Transaction Records.
- 23.2 If the Bank issues cheque books to the Account Holder, it is the Customer's duty:
 - To notify the Bank immediately in writing if you do not receive the cheque book(s) which you have requested within two (2) weeks from the date of such request;
 - To notify the Bank immediately and place a stop-payment on the cheque(s) if any of the Account Holder's cheques have been lost or stolen or misplaced; and
 - Not to retain cheque books, draw cheques or operate the account in a manner which may facilitate theft, fraudulent alterations or forgery and to, among other precautions, comply with the Terms and Conditions on the cheque book cover and in any agreements for services provided by the Bank.
- 23.3 The Account Holder shall undertake to keep secret and secure all passwords, codes, identities, and usernames, that the Bank issues to them and to keep the Bank indemnified, safe and harmless against their misuse whether willingly, negligently or unknowingly.
- 23.4 The Account Holder undertake to operate the Account and the associated facilities in a manner that is responsible and abiding to the terms and conditions laid out in this agreement and the laws of the country (ies) that govern the operation of such Accounts. You undertake to keep the Bank indemnified, safe and harmless against any misconduct or illegal activity done by you whether willingly, negligently and unknowingly.
- 23.5 If the Bank issues a Bank Card to the Account Holder, it is the Customer's duty to notify the Bank immediately if their Bank card is lost or stolen, or if there are circumstances from which one might reasonably suggest fraud may occur or have occurred in connection with the Account. Subject to any other agreement you may have with the Bank, the Bank will not be liable for any improper withdrawal from the Account if you have not given the Bank immediate notice as required by this clause, or if your estate has not given the branch of Account immediate notice of your death.

24 CONFIDENTIALITY OF ACCOUNT

The Account Holder consents to the Bank, our officials, employees, agents, and any other persons who by reason of their scope of work, capacity or office have access to our records, registers or any correspondence or material with regard to you or any of your Accounts, disclosing any information relating to and any particulars of your Accounts and affairs:

- To any person or organization participating in the provision of electronic or, without limitation, other services in connection with banking services utilized by the Customer, whether in the Bahamas or elsewhere for purposes of operating such services including but not limited to investigating discrepancies, errors or claims;
- To any person or organization to whom the Bank outsources certain functions or activities;
- To the police or any public officer with proper legal authority, for the purpose of conducting an investigation;
- To credit or charge card companies in credit or debit or charge card enquiries;
- To our stationery printer, external printer, agent or storage or archival service provider (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storage, microfilming and/or filing personalized cheques, Statements of Accounts, cards, labels, mailers or any other documents whatsoever;
- To any information gathering or processing organization or department conducting surveys on our behalf whether in the Bahamas or elsewhere;
- To any other banks, financial institutions and credit agencies for the purposes of verifying the information provided by the Account holder for and ascertaining the Account holder's financial situation;
- To the extent and for such purposes as permitted under or pursuant to the Banks and Trust Companies Regulations Act to any credit bureau recognized as such by the Central Bank of The Bahamas of which we are a member or subscriber for information sharing services and (through any such credit bureau) to any yellow member or subscriber as recognized by the Central Bank of The Bahamas;
- To any person or organization in connection with the marketing or promotion of any services or products provided by us and/or such person or organization or investigating any complaint or dealing with any query relating to the marketing or promotion of any services on products;
- To any director or partner of the customer or any Account holder of a joint Account;
- To any government agency or authority or courts of the Bahamas or a jurisdiction where any of the Bank's overseas branches or offices are situated or where the Bank has assets;
- To any person or organization for the purpose of collecting and recovering for and on our behalf any sums of money owing to us from you; (in the case of a trust Account) to the beneficiary of the Account;
- To any related or affiliated company of the Bank, for risk management purposes, or monitoring credit exposures across the Bank, its subsidiaries or branches to the customer and for cross-selling purposes. "Risk management purposes" includes any conflict clearance exercise; or
- As may be required under the relevant bye-laws and/ or regulations of the Clearing Banks Association (CBA), including the Committee of Management of the CBA and/or any other person entity or entity as specified under the relevant bye-laws and/or regulations of the CBA.

The Bank's rights as stated above are in addition to any other rights that we may have under any other laws. Our authority to disclose such information shall survive the termination of these Terms and Conditions and closure of your Account.

25 ANTI-MONEY LAUNDERING

- 25.1 The 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.
- 25.2 The Customer hereby and acknowledges and agrees that The Bank:
 - 25.2.1 May disclose this information to any statutory, financial or regulatory bodies for the purpose of ensuring that the Bank complies with anti-money laundering legislations.
 - 25.2.2 The Customer will indemnify the Bank for it's out of pocket expenses, including reasonable legal fees and court costs for any investigation or potential investigation under applicable anti-money laundering legislations regarding their account, including but not limited to seeking direction from a court to competent jurisdiction on the Bank's rights and obligations in such matters.

26 TAX AND REPORTING COMPLIANCE

- 26.1 It is the Customer's responsibility to ensure that your Account does not contravene any laws, rules or regulations which apply to you, including the payment of any taxes and reporting or filing requirements that may apply as a result of your country of citizenship, domicile or residence. You acknowledge that you are solely responsible for obtaining appropriate independent tax advice regarding any transactions that you enter into relative to your Account. You agree to complete fully and truthfully any and all tax or related documentation, and to provide the Bank with any such documentation as the Bank may be required or otherwise deem it necessary to obtain in connection with your tax status. You agree to indemnify the Bank against any and all loss and damage whatsoever and howsoever incurred, directly or indirectly, as a result of your failure to provide timely, complete and accurate tax information and/or documentation.
- 26.2 The Customer must contact the Bank immediately or at least within thirty (30) days if at any time in the future you become subject to taxation in any country and you must complete and return to the Bank as soon as reasonably possible any tax or waiver documentation that may apply to you and that the Bank may request from time to time.
- 26.3 You expressly acknowledge and agree that if you are, or become subject to taxation in any jurisdiction, including but not limited to the United States of America, the Bank may, in its sole discretion and without liability to you or any person, release or disclose to the governmental authorities in that jurisdiction, details of all transactions in your Account(s), and any information or documents concerning your Account (including any other entity or person affiliated in any way whatsoever to the Account), without incurring any obligation or liability in respect of such disclosure or the accuracy thereof, if such release or

disclosure is necessary or desirable in the opinion of the Bank to comply with an order or request from any governmental agency, including a tax or other regulatory authority.

27 BANK OF THE BAHAMAS LIMITED AGENTS

We may use the services of any bank or agent as we deem advisable in connection with any collection for or other of your banking business. Such bank or agent is deemed to be your agent and all charges that we may incur in this connection will be for your Account. The Bank will not, in any circumstances, be responsible or liable to you by reason of any act or omission of such bank or agent, however caused, in the performance of such services or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit to or from, or in possession of, such bank or agent.

28 NO LIABILITY FOR LOSS

- 28.1 The Bank will not be liable for any loss, damage or expense suffered or incurred by the Customer:
 - Whether as a result of computer breakdown, mechanical failure or malfunction, interruption of services, closing or similar duplication of your BOB Card, material alteration of withdrawal requests, theft or loss of BOB Card, disclosure of PIN or other reasons of any kind whatsoever through no fault of ours;
 - If we pay on altered cheques and/or forged cheques where the alteration(s) and/or forgery were made possible by use of, but not limited to erasable ink, pens, personal computers or typewriters or any other equipment with built-in erasure feature or by the use of cheque writers or franking machines where the alteration(s) and/or forgery cannot be easily detected or where the alteration(s) and/or forgery is due to your negligence;
 - If we are prevented from acting as a result of governmental restrictions, imposition
 of emergency procedures or suspension of trading by any relevant market, civil
 order, act or threatened act of terrorism, natural disaster, war, strike or other
 circumstances beyond our control;
 - For embarrassment which you may incur or suffer directly or indirectly arising out of or in connection with the refusal of the bank to honour any withdrawal request whether over the bank's counter, through the use of electronic services or by any other means;
 - Arising from the exercise by us of any of our rights under these Terms and Conditions; or
 - Arising out of our honouring orders drawn on, and orders accepted and presented for payment against, any Account (whether or not such Account is in credit) or complying with any other directions given regarding Accounts, which orders, directions and receipts are signed by you or your joint Account holders or in our good faith determination appear to us to be signed by you or your Joint Account holders.

28.2 If any event if we have debited your Account for payment of taxes or charges duly incurred by you under these Terms and Conditions, we are not obliged to reverse the debit or pay or compensate you in respect of the amount so debited.

29 DISCHARGE OF PAYMENT OBLIGATION

Any sum(s) owing by us to you can be paid in cash, banker's draft or official cheques or a combination of the same or in such other manner which we deem fit are considered as good and sufficient discharge of our payment obligation to you.

30 AMENDMENT OF TERMS AND CONDITIONS

- 30.1 We reserve the right to add to or vary any of these Terms and Conditions at any time by giving you at least 30 days' notice of any variation which relates to fees and charges and your liabilities and obligations before such variation takes effect. The obligation to give you advance notice does not apply if variations are required in an emergency or where it is not practicable to give such notice. The Bank reserves the right to amend these Terms and Conditions at any time with immediate effect. The Customer shall be notified of the amendments in writing or by other appropriate means and shall be deemed to have been approved unless otherwise stated within 30 days.
- 30.2 All amendments will take effect and bind you from the effective date specified in our notice. The advance notice may be given to you by exhibiting notice of the amendments or making available a set of revised Terms and Conditions at our branches or via publication through the media. Upon such exhibition, you are considered to have been notified of such amended Terms and Conditions.
- 30.3 If you do not accept any addition and/or variation to these Terms and Conditions, you shall immediately discontinue operating and close the Account. If you continue to operate the Account after such notification, you are deemed to have agreed to the addition and/or variation without reservation.
- 30.4 The English version of these Terms and Conditions and/or other terms, conditions, rules or regulations will prevail.

31 APPLICATION OF OTHER TERMS AND CONDITIONS

These Terms and Conditions, together with any terms, conditions, rules or regulations contained in cheque books, deposit slips or other documents or forms supplied by us and any terms, conditions rules, regulations or agreements relating to any products or services utilized by you or accessed through or linked to your Account comprise the entire agreement between us and you. You are deemed to have read and/or understood such terms, conditions, rules, regulations or agreement and will be bound by them accordingly.

32 DISRUPTION OF SERVICE

You 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, power failures, communication and transport systems, war, strikes, coups and all such natural or man-made acts that are disruptive in nature.

33 OUTSOURCING

We shall have the right to outsource or sub-contract any part of our banking operations to such third party (including but not limited to any party outside the Bahamas) on such terms as we deem fit in our sole discretion. Such operations shall include but not be limited to cheque clearing, creation, maintenance and archiving of documents and records, card production and mailing, and insertion and mailing of security and user identification codes.

34 GOVERNING LAW AND JURISDICTION

- 34.1 These Terms and Conditions, deposits (in whatever currency), withdrawals and the operation of Accounts are subject to the laws of The Bahamas or wherever our affiliate office may be. By operating the Account, you submit to the non-exclusive jurisdiction of the Courts of The Bahamas or other and agree that service of legal process may be effected by registered mail to the account mailing address.
- 34.2 We are not responsible for the effect of any laws, regulations, governmental measures or restrictions of any relevant country which may be applicable to any foreign currency account or to our assets; and you accept all risks of or arising from any such laws, regulations, governmental measures and restrictions.