



## **INTERNET, E-MAIL, FAX AND TELEPHONE AGREEMENT (the "Agreement")**

I agree that my use of any Ansa Merchant Bank (Barbados) Limited electronic banking channel will be in accordance with the following terms and conditions and that my use of any Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited and such other subsidiaries or affiliates of Ansa Merchant Bank (Barbados) Limited as may from time-to-time hereafter come into existence and any successors or assignees of these companies (each known as "Ansa Merchant Bank (Barbados) Limited") agreeing to accept instructions in accordance with this Agreement, given from time to time to the Ansa Merchant Bank (Barbados) Limited office noted above (the "office"), I agree as follows:

1. **Authorized Instructions.** I authorise Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited and me.

I understand that Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited, I authorise Ansa Merchant Bank (Barbados) Limited to reply to me by e-mail. This includes sending my confidential information to me at my request. If I am an individual, Ansa Merchant Bank (Barbados) Limited 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, Ansa Merchant Bank (Barbados) Limited 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 authorised 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 Ansa Merchant Bank (Barbados) Limited does not use encryption or digital signatures for incoming or outgoing e-mail. I also understand that Ansa Merchant Bank (Barbados) Limited 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. Ansa Merchant Bank (Barbados) Limited therefore recommends that all customers use up-to-date virus-checking software.



4. **Acting on instructions.** Ansa Merchant Bank (Barbados) Limited may act on instructions and information from, or purporting to be from, me as if I had given Ansa Merchant Bank (Barbados) Limited such instructions or information in writing, until Ansa Merchant Bank (Barbados) Limited has received written notice to the contrary.
5. **Confirmation of telephone and e-mail instructions.** I acknowledge that Ansa Merchant Bank (Barbados) Limited may request that I provide confirmation of telephone and e-mail instructions to Ansa Merchant Bank (Barbados) Limited on the day that they are given my mailing to the Ansa Merchant Bank (Barbados) Limited office a written confirmation signed by me. Ansa Merchant Bank (Barbados) Limited 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 wilful misconduct.
6. **Validity of Communications.** All my communications that Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited (except for Ansa Merchant Bank (Barbados) Limited's gross negligence or wilful misconduct) or were different from any of my previous or later Communications. Communications will only be valid at the Ansa Merchant Bank (Barbados) Limited office at which they are received.
7. **Doubts as to my Communications.** Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited does not understand them.
8. **Ansa Merchant Bank (Barbados) Limited's liability.** Ansa Merchant Bank (Barbados) Limited will not be responsible for any costs, damages, demands or expenses that I may occur due to Ansa Merchant Bank (Barbados) Limited's acting or failing to act upon my Communications (except for Ansa Merchant Bank (Barbados) Limited's gross negligence or wilful misconduct). In the event of Ansa Merchant Bank (Barbados) Limited's gross negligence or wilful misconduct, Ansa Merchant Bank (Barbados) Limited's liability will be limited to the amount involved in my Communication. Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited harmless from any claims, damages, demands and expenses that Ansa Merchant Bank (Barbados) Limited incurs (other than due to its own gross negligence or wilful misconduct), including among other things all legal fees and expenses, arising from Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited.
10. **Corporations, Partnerships and Associations.** If I am a corporation, partnership or association, Ansa Merchant Bank (Barbados) Limited may only accept my Communications when they are from, or purport to be from, my signing officer(s) who is/are authorised to sign in accordance with my General Banking 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 Ansa Merchant Bank (Barbados) Limited an appropriately signed resolution to this effect from my board of directors.
11. **Storing information.** Ansa Merchant Bank (Barbados) Limited may record and store all information relating to my account in such form and by such means as Consolidated Finance Co. Limited sees fit. I acknowledge that Ansa Merchant Bank (Barbados) Limited is not required to retain or return original items (other than to retain and return to me the items normally returned in accordance with Ansa Merchant Bank (Barbados) Limited's general practice) or to provide me with copies of any account statements, items or other documents. I understand that Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited its applicable charges for any searches I request. I acknowledge that Ansa Merchant Bank (Barbados) Limited may, however, require me to pay part of such search fees in advance.

12. **Data processing.** Ansa Merchant Bank (Barbados) Limited may use the services of any of its subsidiaries and affiliates or any electronic data processing service bureau or organisation in connection with keeping my account. Consent is given for the sharing of information with such subsidiaries, affiliates, electronic data processing services or organisation for the purposes of processing information relating to my account, providing contingency backup of data or any other proper banking purpose. In such a case, Ansa Merchant Bank (Barbados) Limited will not be liable to me by reason of any act, delay or omission of such service bureau or organisation in the performance of the services required by it.
13. **Money Laundering.** Money laundering legislation requires that Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited to disclose this information to money laundering prevention and control officers within Ansa Merchant Bank (Barbados) Limited, for the purpose of ensuring Ansa Merchant Bank (Barbados) Limited complies with money laundering legislation. I will indemnify Ansa Merchant Bank (Barbados) Limited 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 Ansa Merchant Bank (Barbados) Limited's rights and obligations in such matters.
14. **Authorisation.** I understand that by executing this Agreement I authorise Ansa Merchant Bank (Barbados) Limited 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 authorise these instructions.
15. **General**
  - a) **Business hours.** Ansa Merchant Bank (Barbados) Limited will act on any of my Communications during the usual business hours of the Ansa Merchant Bank (Barbados) Limited office at which they are received on the earliest banking day possible.
  - b) **Monitoring facilities.** Ansa Merchant Bank (Barbados) Limited will use reasonable efforts to monitor its communications facilities to determine if it has received any instructions or information from its customers. Since Ansa Merchant Bank (Barbados) Limited's ability to act on my Communications depends upon the normal functioning of various communication facilities, Ansa Merchant Bank (Barbados) Limited is not liable for any delay or failure to receive my Communications.
  - c) **Admissibility.** if it wishes, Ansa Merchant Bank (Barbados) Limited may enter any photocopy, computer-generated copy, reproduction, tape recording or transcript of tape recording that Ansa Merchant Bank (Barbados) Limited has of my Communications into evidence in any legal proceedings 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 authorised Signatories.** I may from time to time notify the Ansa Merchant Bank (Barbados) Limited office of changes to the list of authorised signatories. No change to that list is effective until the Ansa Merchant Bank (Barbados) Limited office has received written notice of the change.
  - e) **Notice.** Either part 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 Ansa Merchant Bank (Barbados) Limited and me. If any conflict arises between these and any other agreement with me, the terms of this Agreement will prevail.

Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_



**B.**

**Use for individuals and sole proprietorships**

\_\_\_\_\_  
Customer Name (Print Name)                      Signature                      E-Mail Address

\_\_\_\_\_  
Witness Name                      Witness Signature                      Witness Title  
(Witness must be an Ansa Merchant Bank (Barbados) Limited Employee)

\_\_\_\_\_  
Customer Name (Print Name)                      Signature                      E-Mail Address

\_\_\_\_\_  
Witness Name                      Witness Signature                      Witness Title  
(Witness must be an Ansa Merchant Bank (Barbados) Limited Employee)

\_\_\_\_\_  
Customer Name (Print Name)                      Signature                      E-Mail Address

\_\_\_\_\_  
Witness Name                      Witness Signature                      Witness Title  
(Witness must be an Ansa Merchant Bank (Barbados) Limited Employee)

**Use for corporations, partnerships or associations**

Customer Name (Print Name) \_\_\_\_\_

\_\_\_\_\_  
Name (Print)                      Signature                      Title  
E-Mail \_\_\_\_\_

\_\_\_\_\_  
Name (Print)                      Signature                      Title  
E-Mail \_\_\_\_\_

\_\_\_\_\_  
Name (Print)                      Signature                      Title  
E-Mail \_\_\_\_\_

\_\_\_\_\_  
Name (Print)                      Signature                      Title  
E-Mail \_\_\_\_\_