

**VII) CHANGES**

- i) The Cardholder shall immediately notify the Bank at the bank branch or it's Credit Card Centre in writing of any change of name or address

**VIII) NOTICES**

- i) Any notice to the Cardholder shall be sent by prepaid post to the address given or the address subsequently notified to the Bank in writing and shall be deemed to have been delivered 48 hours after the date of posting.

**IX) REFUNDS**

- i) If a Merchant issues a refund voucher in respect of a Card Transaction, the Bank will credit to the Card Account the amount shown to be due when it receives the refund voucher from the Merchant. Unless a refund voucher is issued and sent to the Bank then (subject to any rights vested in the Cardholder by statute) the amount will be payable in full to the Bank and no claim by a Cardholder against the Merchant may be the subject of setoff or counter claim against the Bank.

**X) DISPUTES**

- i) Any and all disputes between a Cardholder and a Merchant in respect of any Card transaction shall be resolved by and between the Cardholder and the Merchant. In the case of such disputes, the Bank shall remain fully indemnified by the Cardholder in respect of any and all claims arising therefrom whether by the Merchant or any third party.
- ii) If any part of this Agreement is found to be invalid, the rest remains effective.

**XI) CANCELLATION**

- i) You may cancel the Card upon giving the Bank ten (10) days written notice of such intended cancellation and such notice shall only be effective if it is accompanied by the Card.

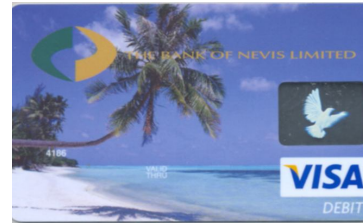
**XII) DISCLOSURE**

- i) The Bank will disclose information to third parties about the Cardholder's Account in the following circumstances:-
  - (a) in order to verify the existence and condition of the account for a merchant;
  - (b) in order to comply with Court Orders; or
  - (c) if the Cardholder gives the Bank written permission;
  - (d) in accordance with any Laws or regulations prescribed by any statute, authority, statutory body or other institution governing the same in the Federation.

**By signing the application, I agree to the terms and conditions of the Card. The applicable laws of the Federation of St. Kitts-Nevis govern this Agreement.**



**BON VISA DEBIT CARD**



**Smarter \* Safer \* Easier**

USE YOUR BON VISA DEBIT CARD FOR  
VACATIONS , SHOPPING, BUSINESS  
AND MUCH MORE...

- No annual fees and interest to pay
- Access internationally as well as locally
- The luxury of purchasing anything anywhere VISA is accepted
- Instant cash in any currency, anywhere in the world
- The ability to check your bank account instantly
- The convenience of travelling anytime without having to go into the bank
- All the benefits of online shopping
- Cash for emergencies while you're abroad
- The security of having cash only when you need it



**THE BANK OF NEVIS LIMITED**  
*Improving the Quality of Life*

P. O. Box 450  
Main Street  
Charlestown  
Nevis  
Tel: (869) 469 5564/1153  
Fax: (869) 469 1039/5798  
e-mail: [info@thebankofnevis.com](mailto:info@thebankofnevis.com)  
website: [www.thebankofnevis.com](http://www.thebankofnevis.com)



**BON VISA DEBIT CARD APPLICATION**

**PERSONAL INFORMATION**

Name \_\_\_\_\_  
(First) (Middle) (Surname)

Embossed name \_\_\_\_\_  
(26 characters maximum)

Date of Birth \_\_\_\_\_

Marital Status **S** - Single **M** - Married  
**D** - Divorced **W** - Widowed

Government Identification: (2 pieces required)

PP # \_\_\_\_\_ SS # \_\_\_\_\_

Driver's Licence # \_\_\_\_\_

National ID Card # \_\_\_\_\_

Mother's maiden name \_\_\_\_\_

Gender  Male  Female

E-mail \_\_\_\_\_

**TELEPHONE**

Home \_\_\_\_\_ Work \_\_\_\_\_

Cell \_\_\_\_\_ Other \_\_\_\_\_

**PHYSICAL ADDRESS**

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

**MAILING ADDRESS**

P. O. Box \_\_\_\_\_

Street \_\_\_\_\_

City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_

Country \_\_\_\_\_

**ADDITIONAL/ALTERNATIVE ADDRESS**

Street \_\_\_\_\_  
P. O. Box \_\_\_\_\_  
City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Country \_\_\_\_\_

**EMPLOYMENT**

Occupation \_\_\_\_\_  
Employer Name \_\_\_\_\_  
Address \_\_\_\_\_  
Tel: \_\_\_\_\_

**I would like my BON VISA Debit Card to be linked to the accounts listed below:**

- 1) \_\_\_\_\_
- 2) \_\_\_\_\_
- 3) \_\_\_\_\_

\_\_\_\_\_  
**Signature** **Date (dd/mm/yr)**

**NB. By signing above I certify that I agree to all the terms and conditions of this application.**

**FOR BANK USE ONLY**

<b>Date received:</b>
<b>Date issued:</b>
<b>Date activated:</b>
<b>CIF:</b>
<b>Activated by:</b>
<b>Approved by:</b>

**THE USE OF THE BON VISA DEBIT CARD IS GOVERNED AT ALL TIMES BY THE TERMS AND CONDITIONS SET FORTH**

**DEFINITIONS:**

In this Agreement:  
"the Bank" means The Bank of Nevis Limited and its successors and assigns;  
"the Card" means BON Visa Debit Card;  
"the Cardholder" means the person to whom or for whose use a Card is issued by the Bank;  
"PIN" means the personal identification number to be used for ATM transactions by the Cardholder.  
"Card Transaction" means obtaining cash or the purchase of goods and services against use of the Card for debit to the accounts of the Cardholder;  
"Card Limit" means the maximum amount of cash the Cardholder is permitted to withdraw at an automated banking machine and/or to pay for goods and services at a point of sale terminal;  
"Account" means a deposit account(s) maintained by the cardholder for the purpose of satisfying transactions made with the "Card".  
Authorised User" means a Cardholder to whom a BON VISA Debit Card has been issued.  
"International transaction" means a transaction that is initiated outside the Federation of St. Kitts-Nevis.

**Applicants must be 18 years or older. If the applicant is aged 16—18, parental consent will be required on the application.**

**D) THE CARD**

- i) The Card must be signed by the Cardholder immediately upon receipt and may only be used:
  - a. By the Cardholder after it has been signed.
  - b. Subject to the terms of this Agreement and the Conditions of use of the Card which are in force at the time of use.
  - c. Within the available balance of the Account at the Bank.
  - d. To obtain the facilities and benefits from time to time made available by the Bank in respect to the use of the Card.
  - e. Subject to the right of the Bank., in its absolute discretion and without prior notice, at any time to cancel, refuse or re-issue, renew or replace the Card or to withdraw the right to use the Card for, or to refuse any request for authorization of, any particular Card Transaction and to publish any such withdrawal or refusal.
- ii) The Card may not be used as payment for any illegal purchases.
- iii) Whenever the Card is used in conjunction with an automatic teller machine or a Point of Sale terminal it must be used only in accordance with the operating instructions and conditions of use in force for the time being. In particular cash withdrawals and Point of Sale transactions must not exceed the permitted limit as notified by the Bank to the Cardholder from time to time.
- iv) Whenever the Card is used to make purchases or obtain services the Cardholder shall sign a Sales Voucher or Cash Advance Voucher, but if this is not done, the Cardholder will nevertheless remain liable to pay the Bank all amounts debited to the Card Account.

- v) If ATM depository services are provided by the Bank, whenever depositing at the ATM, the Cardholder must use only the prescribed sealed envelope enclosing therein all items (excluding coins) for credit to that account and in which event the liability of the Bank as recipient of cash and/or the collecting bank shall not arise until the said envelope has been opened and the contents verified and accepted in accordance with the Bank's prescribed procedures. Prior to such acceptance the sole responsibility of the Bank will be for safe custody only.
- vi) The Card may not be used after its expiry date.
- vii) The Card is the property of the Bank at all times and must be returned by the Cardholder to the Bank or any other person acting for the Bank, at the request of the Bank.
- viii) The Bank may at any time and without notice, cancel or suspend the right to use entirely, or in respect of specific facilities or refuse to re-issue, renew or replace any Card, without in any case affecting the Cardholder's obligations to the Bank which shall continue in force.

**II) FEES AND CHARGES**

- i) The Bank is authorised to debit the Account with all charges pertaining to the acquisition of the Card, and/or its renewal and/or its replacement in the event of loss/theft/damage.
- ii) The Bank is authorised to debit the Account(s) in addition to, or in lieu of, any right of set-off available to the Bank with the amount of all Card Transactions (including any and all fees where applicable) and any other liabilities of the Cardholder and any loss incurred by the Bank arising from the use of the Card. The Cardholder will pay to the Bank all amounts so debited.
- iii) Charges from foreign merchants and financial institutions may be made in a foreign currency. We will debit the Account in Eastern Caribbean (EC) dollars based on the exchange rate on the day we settle the transaction, plus any special currency exchanges/charges that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction. The exchange rate applied to each such transaction is (1) a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or (2) the government-mandated rate in effect for the applicable central processing date. Because of the special charges and possible differences in exchange rates between the time we settle and the time you initiated the transaction, the total charge for a foreign transaction may be greater than the cash advance or purchase at the time it was made.  
Regardless of whether the transaction is made in foreign currency or in US dollars, additional fees may apply to all international transactions using the Card. You will be billed for any international transaction fees that may be imposed by us, the VISA network and/or by any third-party used to complete the transaction.

**III) JOINT ACCOUNTS**

- i) In the case of a joint account which requires dual signatures to operate the account, all signatories to the account must sign the Agreement, and the liability of the account holders shall be joint and several.

- ii) If the Card is lost, stolen, or for any other reason liable to misuse or if the PIN is disclosed in breach of the condition, the Cardholder must immediately notify the Bank's Card Centre. If this notification is given verbally, it shall not take effect unless confirmed in writing to the Bank. Until the Bank receives effective notification, the Cardholder will be liable with respect to any use of the Card. After the Bank has been effectively notified, the Cardholder's liability for any subsequent use of the Card other than by the Cardholder will cease.
- iii) The Cardholder will give to the Bank all the information in the Cardholder's possession as to the circumstances of the loss, theft or misuse of the Card or disclosure of the PIN and take all steps deemed necessary by the Bank to assist in the recovery of a missing Card. In the event of any such loss, theft or misuse being suspected, the Bank may provide the Police or other pertinent authority with any information it considers relevant whether relative to the Card or otherwise. If a Card is reported as lost, stolen or liable to misuse, that Card must not subsequently be used, but must be cut in half and returned immediately to the Bank.

**V) AMENDMENT OF FORMS**

- i) The Bank may vary this Agreement and/or these conditions at any time(s) in its sole discretion whether or not a similar amendment is made to the Agreement and/or condition(s) provided that at least 15 days prior notice of any such change is given to the Cardholder and a variation so notified shall be binding upon the Cardholder (including, for the avoidance of doubt, an Authorised User).

**VI) FORCE MAJEURE**

- i) The Bank shall not be liable if it is unable to perform its obligations due directly or indirectly to failure of any machine, data processing system, transmission link or to industrial dispute or to any cause outside the control of the Bank, its agents, servants or sub contractors.
- ii) The Bank shall not be liable to you, the cardholder, for the operational failure of Participating ABM or point-of-sale device or for any injury, loss or damage howsoever arising whether from criminal activity or otherwise suffered by you in the use of the ABMs or point-of-sale devices or on or near premises housing same, nor shall the Bank be liable for any unauthorized use of the Card or for any loss resulting from circumstances over which the Bank has no direct control including but not limited to your failure to input complete and accurate information, failure of electronic or mechanical equipment or communication lines, telephone or other interconnect problems, operator error, log in sequences, severe weather, earthquakes, flood or other acts of God.
- iii) In no event will the Bank be liable for damages in excess of your actual loss due to its failure to complete a transaction and the Bank will not be liable for indirect, incidental or consequential damages.
- iv) Where you agree with any merchant to have the Card charged periodically for any good or service provided by the merchant or otherwise, you wholly accept the risks and consequences thereof including but not limited to part payments or late payments, and the Bank shall not be liable for any loss arising as a result of such part payment, late payment or otherwise.



The Bank of Nevis Ltd.

# PERSONAL ACCOUNT APPLICATION

Date \_\_\_\_\_

Account Number \_\_\_\_\_

Which type of account do you wish to open?

Current A/c     Savings A/c     Fixed Deposit

In which currency?

EC Dollars     US Dollars

## 1. About you (“Accountholder”) First Applicant    Second Applicant (for joint accounts only)

Title (e.g. Mr/Mrs/Miss/Ms/Other) \_\_\_\_\_

Title (e.g. Mr/Mrs/Miss/Ms/Other) \_\_\_\_\_

First Name \_\_\_\_\_

First Name \_\_\_\_\_

Middle Name(s) \_\_\_\_\_

Middle Name(s) \_\_\_\_\_

Surname \_\_\_\_\_

Surname \_\_\_\_\_

Previous Name \_\_\_\_\_

Previous Name \_\_\_\_\_

(i.e. maiden name, former married name(s) or if you have changed your name by deed poll)

(i.e. maiden name, former married name(s) or if you have changed your name by deed poll)

Marital Status    Married     Single

Marital Status    Married     Single

Divorced/Separated     Widow(er)

Divorced/Separated     Widow(er)

Relationship Between Applicants \_\_\_\_\_

Relationship Between Applicants \_\_\_\_\_

Existing Bank of Nevis Account Number (CIF Number)

Existing Bank of Nevis Account Number (CIF Number)

--	--	--	--	--	--	--	--	--	--

--	--	--	--	--	--	--	--	--	--

Telephone (home) \_\_\_\_\_

Telephone (home) \_\_\_\_\_

Mobile Number \_\_\_\_\_

Mobile Number \_\_\_\_\_

Email Address \_\_\_\_\_

Email Address \_\_\_\_\_

Nationality \_\_\_\_\_

Nationality \_\_\_\_\_

Place of Birth \_\_\_\_\_

Place of Birth \_\_\_\_\_

Date of Birth \_\_\_\_\_ ((dd/mmm/yyyy) e.g. 08SEP1976)

Date of Birth \_\_\_\_\_ ((dd/mmm/yyyy) e.g. 08SEP1976)

Country of Residence \_\_\_\_\_

Country of Residence \_\_\_\_\_



The Bank of Nevis Ltd.

**PERSONAL ACCOUNT APPLICATION**

Date \_\_\_\_\_

Account Number \_\_\_\_\_

**2. About Where You Live – First Applicant**

**Second Applicant**

Residential Address

Street \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

**Residential Information**

Home Owner  Tenant

Living with Family

Other (please state) \_\_\_\_\_

How long have you lived at this address?

\_\_\_\_\_ Years \_\_\_\_\_ Months

If less than three years, please state previous address.

Street \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

Correspondence Address (if different from above)

P.O. Box # \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

Residential Address

Street \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

**Residential Information**

Home Owner  Tenant

Living with Family

Other (please state) \_\_\_\_\_

How long have you lived at this address?

\_\_\_\_\_ Years \_\_\_\_\_ Months

If less than three years, please state previous address.

Street \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

Correspondence Address (if different from above)

P.O. Box # \_\_\_\_\_

City \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_



The Bank of Nevis Ltd.

**PERSONAL ACCOUNT APPLICATION**

Date \_\_\_\_\_

Account Number \_\_\_\_\_

**3. About What You Do – First Applicant**

**Second Applicant**

**Employment Status**

Full Time  Part Time

Other (specify) \_\_\_\_\_

Occupation \_\_\_\_\_

Employer's Name \_\_\_\_\_

Employer's Address \_\_\_\_\_  
\_\_\_\_\_

Employer's Telephone # \_\_\_\_\_

Nature of Business \_\_\_\_\_

Position Held \_\_\_\_\_

***If Self Employed:***

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

How long have you been self employed?

\_\_\_\_\_ Years \_\_\_\_\_ Months

***If Retired*** please give previous employment details

Name and Address of Employer \_\_\_\_\_  
\_\_\_\_\_

How long were you in your previous occupation?

\_\_\_\_\_ Years \_\_\_\_\_ Months

**Employment Status**

Full Time  Part Time

Other (specify) \_\_\_\_\_

Occupation \_\_\_\_\_

Employer's Name \_\_\_\_\_

Employer's Address \_\_\_\_\_  
\_\_\_\_\_

Employer's Telephone # \_\_\_\_\_

Nature of Business \_\_\_\_\_

Position Held \_\_\_\_\_

***If Self Employed:***

Name of Business \_\_\_\_\_

Address of Business \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

How long have you been self employed?

\_\_\_\_\_ Years \_\_\_\_\_ Months

***If Retired*** please give previous employment details

Name and Address of Employer \_\_\_\_\_  
\_\_\_\_\_

How long were you in your previous occupation?

\_\_\_\_\_ Years \_\_\_\_\_ Months



The Bank of Nevis Ltd.

## PERSONAL ACCOUNT APPLICATION

Date \_\_\_\_\_

Account Number \_\_\_\_\_

### 4. About Your Finances – First Applicant

#### Your Annual Income

- Less than 30,000       30,001 to 60,000  
 60,001 to 90,000       90,001 to 150,000  
 Greater than 150,000

Please state approximate amount \_\_\_\_\_

### Second Applicant

#### Your Annual Income

- Less than 30,000       30,001 to 60,000  
 60,001 to 90,000       90,001 to 150,000  
 Greater than 150,000

Please state approximate amount \_\_\_\_\_

Please indicate the **ORIGINAL** source of funds, i.e. where the funds to open the account originated.

- Accumulated Savings       Sale of Property       Salary/Bonus       Inheritance  
 Maturing Life Policy       Sale of Business       Sale of Shares       Pension  
 Other (please specify) \_\_\_\_\_  
(e.g. equities, bonds, mutual funds)

### 5. Reason for Opening Your Account and Source of Funds

The information in this section enables us to better understand the transactions passing through your account. If the information provided is not clear or is not consistent with other information provided, we may have to ask you for clarification. This may in turn delay the processing of your application.

Please state what the account will be used for: (please tick relevant boxes)

- Saving       Day-to-Day Living Expenses       Salaries  
 Brokerage/Investment       Loan Servicing  
 Other (give details) \_\_\_\_\_



The Bank of Nevis Ltd.

**PERSONAL ACCOUNT APPLICATION**

Date \_\_\_\_\_

Account Number \_\_\_\_\_

How much do you intend to deposit each year? EC Dollar/US Dollar – (delete as appropriate)

Less than 5,000

5,001 to 10,000

10,001 to 20,000

20,001 to 50,000

50,001 to 100,000

Greater than 100,000 – please state amount \_\_\_\_\_

Please indicate the source of the **ongoing funds** that will be credited to the account.  
(Documentation may be requested to support future large credits to your account.)

Accumulated Savings

Sale of Property

Salary/Bonus

Inheritance

Maturing Life Policy

Sale of Business

Sale of Shares

Pension

Other (please specify) \_\_\_\_\_

**6. References (a written reference may be required)**

**Bank Reference**

Name of Bank \_\_\_\_\_

Bank Telephone No. \_\_\_\_\_

Bank Address Street \_\_\_\_\_

City/State \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

Type of Account(s) Held  Checking  Savings  Other \_\_\_\_\_

Number of Accounts held \_\_\_\_\_

Bank Contact Person and Title \_\_\_\_\_

**Professional Reference (accountant, lawyer)**

Name \_\_\_\_\_

Professional Designation \_\_\_\_\_

Business Address Street \_\_\_\_\_

City/State \_\_\_\_\_

Country \_\_\_\_\_

Postal Code \_\_\_\_\_

Business Telephone No. \_\_\_\_\_

Business Email Address \_\_\_\_\_



The Bank of Nevis Ltd.

**PERSONAL ACCOUNT APPLICATION**

Date \_\_\_\_\_

Account Number \_\_\_\_\_

**7. Signatures**

Name of Signatory

\_\_\_\_\_

Signature

Name of Signatory

\_\_\_\_\_

Signature

**APPROVED BY  
FOR BANK USE ONLY**

Operations Supervisor \_\_\_\_\_

Date \_\_\_\_\_

Operations Manager \_\_\_\_\_

Date \_\_\_\_\_



**THE BANK OF NEVIS LTD**

Branch .....

Date .....

**JOINT AGREEMENT  
RE OPERATION OF DEPOSIT ACCOUNT**

In consideration of **THE BANK OF NEVIS LTD**. ('The Bank') dealing with or continuing to deal with the Undersigned ("Customers") in the way of its business as a Bank the Customers agree with The Bank as follows:

- |    |                        |                        |          |
|----|------------------------|------------------------|----------|
| 1. | The Account designated | Current Account        | No. .... |
|    |                        | Savings Account        | No. .... |
|    |                        | Youth Savers Account   | No. .... |
|    |                        | Foreign Currency Acct. | No. .... |
|    |                        | Certificate of Deposit | No. .... |

has been opened by the undersigned and is to be kept by The Bank in our joint names as a joint account and at any time hereafter to open such further accounts in our joint names of whatever nature as either of us may direct.

2. Each of the undersigned hereby assigns and transfers to all the undersigned jointly any and all moneys which have been or may hereafter be deposited to the credit of the said account together with all interest which may accrue thereon.
3. In consideration thereof, each of the undersigned agrees with the other(s) or any of them and also with the Bank that all moneys now and hereafter deposited to the credit of the said account and all interest thereon shall be and continue to be the joint property of the undersigned with right of survivorship; also that the Bank may accept from time to time as a sufficient discharge for any sum for sums withdrawn from the said account any receipt, cheques or voucher signed by any ..... or more of the undersigned without any other signature or consent of the other(s) of the undersigned thereto; also that the death of one of the undersigned shall not affect the right of the survivors or any one of them or the sole survivor to withdraw any or all of the said moneys and interest from the Bank and to give a valid and effective discharge or receipt thereof; and also to pay the Bank forthwith on demand any overdraft, indebtedness or liability in its favour in connection with or arising out of the operation of the said account.
4. To debit to such accounts any cheques, bills of exchange, promissory notes or orders for payment drawn, accepted or made by either of us and to carry out any instructions of either of us in connection with the said accounts notwithstanding.

5. That any such debiting or carrying out may cause such accounts to be overdrawn or any overdraft thereon to be increased but without prejudice to your right to refuse to allow any overdraft or increase of overdraft.
6. Without in any way limiting the foregoing general request, to make at the request of both or either of us any advance to us by way of loan or overdraft or discount or in any manner howsoever with or without security.
7. Without in any way limiting the foregoing general request to deliver up to the instructions of either or all of us any securities, deeds and property of any description held in our joint names.
8. To hold on the death of either of us any credit balances on any account or accounts in our joint names and any securities, deeds and property of any description held in our joint names to the order of the survivor without prejudice to any right you may have in respect of such balance, securities etc. arising out of any lien, charge, pledge, set-off, counterclaim, or otherwise whatsoever or to any step which you may deem it desirable to take in view of any claim by any person other than the survivor.
9. We agree that any liability whatsoever incurred to you by either or all of us together in respect of the foregoing shall be joint and several.
10. In the absence of contrary written instructions signed by either or all of us together the foregoing conditions shall apply to each and every account of whatever nature now or hereafter opened by you in our joint names.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
NAME OF CUSTOMER (PRINT)

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

\_\_\_\_\_  
NAME OF CUSTOMER

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

\_\_\_\_\_  
NAME OF CUSTOMER (PRINT)

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

\_\_\_\_\_  
NAME OF WITNESS

\_\_\_\_\_  
SIGNATURE OF WITNESS

Date Received:
.....
Recorded: .....
Approved by Supervisor:
.....

BRANCH:.....

**AGREEMENT RESPECTING INSTRUCTIONS AND INFORMATION BY INTERNET, E-MAIL, TELEPHONE AND FAX**

In consideration of **The Bank Of Nevis Ltd. (BON)** acting upon instructions given from time to time by the undersigned (the "Customer") to the branch noted above (the "Branch"), the Customer agrees as follows:

**A. INSTRUCTIONS BY INTERNET, E-MAIL, TELEPHONE AND FAX**

**1. Instructions.**

Any one/two of .....  
.....  
.....

(each being an "Authorized Person") is authorized to give instructions on behalf of the Customer either by Internet, e-mail, facsimile transmission, telecopier or telex (each being a communication by e-mail, "FAX", or by telephone):

- a) to transfer funds from any account in the Customer's name to any individual, firm or corporation or transfer funds between the Customer's accounts;
- b) to deal in any manner with stocks, bonds or other types of securities held in or to be purchased for the Customer's account;
- c) to issue stop payment orders;
- d) relating to foreign exchange transactions; or
- e) relating to transactions in connection with any credit arrangement between the Customer and BON.

**2. Use of E-mail**

If the Customer uses e-mail to communicate with BON, the Customer hereby authorizes BON to reply to the Customer by e-mail. This includes sending the Customer confidential information at the Customer's request. If the Customer is an individual, BON will not be required to act on instructions or communications sent by e-mail unless they are sent from an e-mail address that the Customer has designated for e-mail communications. If the Customer is a Corporation, Partnership or unincorporated association, BON 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 the Customer has designated for e-mail communications and that bears both company name as well as the name of the Customer's authorized signatory (individual name).

**3. Risks of Using Cellular Phones and E-mail**

The Customer hereby accepts that cellular phones and internet e-mail are not secure means of communication and that BON does not use encryption or digital signatures for incoming or outgoing e-mail. The Customer understand that BON recommends that Customers not use cellular phones or e-mail for any confidential purposes or share their internet access with others. If the Customer nonetheless choose to do so the Customer assume full responsibility for the risks of doing so. These risks include the possibility that:

- Someone could intercept, read, retransmit or alter the Customer's 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. BON therefore recommends that all customers use up to date virus checking software.

**4. Acting on Instructions**

- (a) BON may act on instructions in accordance with this agreement from, or purporting to be from, an Authorized Person until the Branch has received written notice to the contrary.
- (b) BON will act upon instructions given in accordance with this agreement during the Branch's usual banking hours on the earliest banking day possible, as determined by the time of receipt and the type of transaction required.

**5. Receipt of Instructions**

Instructions to BON will be considered to have been received only when they are brought to the attention of the officer at the Branch to whom they are addressed. Instructions that are not addressed to any particular person will be considered to be addressed to the Manager.

**6. Confirmation of telephone and e-mail instructions.**

The Customer will confirm telephone and e-mail instructions to BON on the day that they are given, by mailing to the BON Branch a written confirmation signed by an Authorized Person. BON may, but need not, notify the Customer of any discrepancy between the instruction as understood by it and the written confirmation from the Customer provided that the failure to so notify the Customer shall not amount to gross negligence or willful misconduct.

**7. BON declining to act**

BON may decline to act upon any e-mail, telephone or FAX instructions if it doubts that they have been properly authorized, accurately transmitted or if the instructions are not properly understood by BON.

**8. Instructions considered valid**

All telephone, e-mail and FAX instructions as acted upon by BON will be conclusively considered to be valid and authentic instructions even if they were not accurately transmitted, were not properly understood by BON (unless BON was grossly negligent or engaged in willful misconduct in interpreting those instructions), differ from any previous or later written confirmation or they did not come from the Customer or an authorized person.

**B. INFORMATION TRANSMITTED BY FAX & INTERNET E-MAIL**

**9. Information by FAX and Internet e-mail**

The customer authorizes BON to rely on all information transmitted by e-mail or FAX from or purporting to be from an Authorized Person.

**C. GENERAL**

**10. Branch's communication numbers.**

The Branch's communication numbers are as set out below. The Branch will give the Customer written notice of any change in such numbers. Any written notice from one party to the other is to be made to its address set forth in this agreement or such other address as it may from time to time advise.

**11. Changes to One (1). of Authorized Persons**

The Customer may from time to time notify the Branch of changes to the list of Authorized Persons. No change to that list is effective until the Branch has received written notice of the change.

**12. Monitoring and functioning of communications facilities.**

BON will use reasonable efforts to monitor its e-mail and FAX facilities to determine if it has received any instructions or information from the customer. BON's ability to act upon telephone, e-mail and FAX instructions depends upon the normal functioning of the various communication facilities used by BON. BON is not liable for any delay or failure to receive telephone, e-mail or FAX instructions or information.

**13. Liability of BON**

BON will not be responsible for any costs, liability, damages, demands or expenses that the Customer incurs due to BON acting or failing to act upon instructions or information received (except for BON's gross negligence or willful misconduct). In the event of BON's gross negligence or willful misconduct, its liability to the Customer will be limited to the amount involved in the relevant instruction. BON will not in any event be liable for any special incidental, consequential or indirect damages or for loss of profit.

**14. Indemnity**

The Customer will indemnify and save BON harmless from and against all claims, liabilities, damages, demands and expenses that BON may incur (other than due to its own gross negligence or willful misconduct), including without limitation, legal fees and expenses, disbursements reasonably incurred by BON, arising from BON acting or declining to act upon any instruction or information given to BON in accordance with this agreement. This indemnity is in addition to any other indemnity or assurance against loss provided by the Customer to BON.

**15. Admissibility of FAX transmission**

BON may, if necessary, enter in evidence in any trial the e-mail, FAX transmission received by BON or any photocopy, computer generated copy, reproduction, tape recording or transcription of tape recording of such a transmission as it were the original document, and the e-mail or FAX copy will be sufficient and valid proof of the information contained in the e-mail, FAX communication and will be admissible as evidence in any legal proceedings as if it were an original document.

**16. Notice**

Either party may give notice to the other by personal delivery, e-mail or by FAX communication in accordance with this agreement.

**17. Board Authorization**

If the Customer is a Corporation, the Customer hereby confirm that the Customer's Board of Directors has authorized the signing of this agreement.

**18. Valid Agreement**

This agreement is a valid and binding obligation of the Customer, enforceable in accordance with the terms.

**19. This agreement additional.**

The terms of this agreement are in addition to, and not in substitution for, the terms of any other agreement between the Customer and BON. If any conflict arises between this and any other agreement with the Customer, the terms of this agreement will prevail.

**20. The Customer hereby confirms the express wish that this agreement and any related documents be drawn up in English only and declares to be satisfied therewith.**

DATED the..... day of ....., 20 .....

USE FOR CORPORATIONS, PARTNERSHIPS ETC

USE FOR INDIVIDUALS OR SOLE PROPRIETORSHIP

\_\_\_\_\_  
CUSTOMER NAME (PRINT)

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

BY \_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

BY \_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE OF CUSTOMER

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
PRINT NAME & TITLE

Branch's Telephone Number: (869)469-5564, E-mail [bon@caribsurf.com](mailto:bon@caribsurf.com), Fax: (869)469-5798

Customer's e-mail address Fax:

**CONDITIONS FOR OPERATION OF ACCOUNTS**

Date: \_\_\_\_\_

THE UNDERSIGNED (the 'Customer') for valuable consideration hereby agrees with THE BANK OF NEVIS LTD. (the 'Bank') that the operation of each account which the customer now or hereafter has with the Bank at any branch or office of the Bank and the carrying on of other banking business by the Customer with the Bank at any branch or office shall be subject to the following terms and conditions:

1. **WAIVERS:** Subject to any specific instructions given to the Bank in writing by the customer,
  - (a) The Customer hereby waives presentment, notice of dishonour and protest of all bills of exchange, promissory notes, cheques and other instruments (each an 'instrument') drawn, made, accepted or endorsed by the Customer now or hereafter delivered to the Bank for any purpose whatever, and the Customer shall be liable to the Bank in respect as if presentment, notice of dishonour and protest has been duly made or given;
  - (b) If the Bank should consider it in best interest of the Customer or the Bank that any instrument should be noted or protested because of any endorsement other than that of the Customer or for any other reason, the same may be noted or protested at the discretion of the Bank, but the Bank shall not be liable for failure or omission to note or protest any such instrument.
2. **USE OF AGENTS AND TRANSMISSION SYSTEMS:**
  - (a) The Bank may use the services of any correspondent or other entity or any funds transfer method or system as it may deem best in doing any act or thing in the course of or in connection with the banking business of the Customer. Such correspondent or other entity, in providing such services, and the Bank, in using such services or funds transfer methods or systems, shall be deemed the agent of the Customer.
  - (b) The Bank shall not be liable to the Customer by reason of:
    - i. any act or omission of such correspondent or other entity in the performance of such services or the failure of any such funds transfer method or system due to any reason beyond the reasonable control of the Bank, or
    - ii. the loss, destruction or delayed delivery of any instrument, security, certificate, document, instruction or signal of any kind while in transit or while in the possession or control of a person other than the Bank.
  - (c) The Bank shall not be liable to the Customer for any delay in completing or failure to complete any funds transfer instructions:
    - i. through the use of any funds transfer method or system for any reason not within the reasonable control of the Bank, or
    - ii. due to any chronology in handling funds transfer instructions by the Bank or any other party or system.
3. **CREDITING ACCOUNTS AND CHARGES TO ACCOUNTS:**
  - (a) The Bank may charge against any account of the Customer:
    - i. the amount of any instrument drawn, made, accepted or endorsed by the Customer which is payable at any branch or office of the Bank or in respect of which the Bank must reimburse a third party.
    - ii. the amount of funds instructed by the Customer to be transferred to a third party or another account.
    - iii. the amount of any instrument cashed or negotiated by the Bank for the Customer or credited to the Customer's account for which payment is not received by the Bank.
    - iv. the amount credited to any account of the Customer pursuant to any instruction to transfer funds whether by the Customer or any third party, howsoever implemented, which is reversed in whole or in part for any reason or in respect of which settlement is not received by the Bank; and
    - v. any other indebtedness or liability of the Customer to the Bank, together with any expenses incurred by the Bank in connection therewith, whether or not the charging of such amount against any account of the Customer creates or increases an overdraft.

- (b) The Customer shall be and shall remain liable to the Bank in respect of each such amount so charged and hereby promises to pay on demand any overdraft, together with interest and interest on overdue interest thereon at the interest rate charged by the Bank from time to time for overdrafts. In any event, the Bank reserves the right to receive any instrument payable or endorsed to the Customer as a collection agent for the Customer and to delay crediting any account of the Customer with the amount of such instrument or the amount referred to in a funds transfer instruction pending collection upon such instrument or settlement of net position of participants in any funds transfer systems, as applicable. The Customer agrees to pay service charges at the usual rates charged by the Bank from time to time for services normally provided in connection with the operation of any account of the Customer, unless otherwise agreed, and to pay such other charges as may be agreed upon by the Customer and the Bank for such other services as the Bank may provide to the Customer from time to time and the Bank is hereby authorized to debit any of the Customer's accounts with the amount of such charges.

4. **OVERDRAFT:**

The Bank may charge compound interest on any sum by which the said account is overdrawn calculated on daily balances and debit against the account monthly or as often as may otherwise agreed which rate of interest shall be \_\_\_\_\_ percent per annum subject to variation in the Bank's sole discretion as to rate or rates up to but not exceeding either ten (10%) per cent per annum above the Bank's minimum commercial rate in force from time to time or any prescribed maximum legal rate or as to any other terms, as the Bank may from time to time stipulate by notice in writing published in a local newspaper or sent to the Customer, provided that:

- a. any omission to give notice of any such variation or the non receipt of such a notice by the Customer shall not affect the change, but on receipt of a written request from the customer the Bank will specify in writing the rate of interest being charged at the time of request;
- b. if the Customer's indebtedness to the Bank or any part thereof is also secured to the Bank under an instrument or agreement reserving a higher rate of interest than that charged hereunder nothing herein contained shall affect the Bank's right to recover such higher rate of interest or as the case may be the difference between such higher rate paid or payable hereunder,
- c. and interest at the rate in force at the time of the termination of the banking facilities granted to the Customer shall continue to be payable both after as before judgement at such rate until payment in full of the Customer's indebtedness to the Bank.

5. **INSTRUCTIONS AND CONFIRMATIONS:**

Where the Bank is requested to act upon any instruction respecting banking business of the Customer, the Bank shall incur no liability in acting upon such instruction including, without limitation, telephoned, oral, telex, electronic or other instructions or directions which the Bank believes in good faith to have been given by the Customer or by an authorized representative or attorney of the Customer. In the event of a discrepancy between any such instruction and any written confirmation thereof, such instruction as understood by the Bank is agreed to be paramount.

6. **USE OF CHEQUES AND STOP PAYMENT INSTRUCTION:**

- a. It is understood and agreed that in the ordinary course all cheques issued by the Customer will be drawn on the branch or office of the Bank where the account is maintained and on forms satisfactory to the Bank for each type of account. The Customer expressly relieves the Bank of any and all responsibility which it may incur on account of the Bank refusing to honour any cheque or other order of payment not drawn on such branch or office of the Bank at which the Customer maintains the account, and on any cheque or other order for payment not made on forms satisfactory to the Bank.
- b. The Customer further agrees to fully indemnify and save harmless the Bank against all damages, costs and expenses which the Bank may incur through refusing payment of any cheque(s) or reversing or revoking any transfer instruction for which the Customer issues or communicates a stop payment, reversal or revocation order the Bank, and discharges the Bank from any responsibility resulting from payment of such cheque(s), or completion of any reversed or revoked instruction being made due to Customer's failure to furnish the Bank with accurate information as the cheque(s) to be countermanded or its instruction(s) to be reversed or revoked provided that the Bank treat all fund transfer instructions as final and not subject to stop payment or recall and the Customer shall not have the right to reverse, adjust or revoke any instruction after it is received by the Bank except with the consent of the Bank, such consent to be invalid if the instruction shall have already been acted upon by the Bank prior to its acting upon the adjustment, reversal or revocation.
- c. The Bank may, in its sole discretion, refuse to honour any instruction, instrument, cheque or other order for payment if drawn or made with respect to an account impressed with a trust,



expressed, implied or constructive. The Bank shall not incur liability as a consequence of such refusal.

**7. MAILING OF ACCOUNTS RECORDS:**

In respect of those accounts in which a statement is issued, the Customer hereby instructs the Bank to mail a statement of account from time to time to the Customer at the address of the Customer recorded in the books of the Bank. This instruction will continue in force until a contrary instruction in writing is received by the Bank from the Customer. The Customer agrees that if a statement of account is not received within 10 days after the end of the cycle established for their preparation, the Customer will notify the Bank not later than 5 days thereafter.

**8. VERIFICATION OF ACCOUNT:**

- (a) Upon receipt from the Bank from time to time of a statement of account of a Customer, the Customer will check the credit and debit entries in the said statement and examine all cheques and vouchers included therewith;
- (b) The Customer will within thirty (30) days of the delivery of a statement to the Customer, or if the Customer has instructed the Bank to mail the said statement, within thirty (30) days of the mailing thereof to the Customer, notify the Bank in writing of any errors or omissions or therefrom;
- (c) At the expiration of the said thirty (30) days, except as to any errors or omissions of which the Bank has been so notified, and except as to any amounts improperly credited to the Customer's account, it shall be finally and conclusively settled in all respects save as set out in (d) below, as between the Bank and the Customer that:
  - i. the amount of the balance shown in such statement is true and correct,
  - ii. the said cheque and vouchers are genuine,
  - iii. all amounts charged to the said account are properly chargeable to the Customer
  - iv. the Customer is not entitled to be credited with any amount not shown on the said statement,
  - v. the Bank is totally and irrevocably released from all claims by the Customer in respect of any and every item in the said statement, and,
  - vi. the Customer fully and completely acknowledges that the Customer will have no further action against or recourse to the Bank in respect of the debit entries in the said statement, and all cheques and vouchers included therein.
- (d) Nothing herein contained shall preclude the Customer from later objecting to any payments made on unauthorized or forged endorsements provided notice in writing is given to the Bank forthwith after the Customer has acquired knowledge thereof.

**9. VERIFICATION OF TRANSMISSION OF FUNDS:**

- (a) With respect to any funds transfer implemented by or through any transmission system, the Customer shall review promptly the written or electronic notification of transfer sent to the Customer by the Bank after each transfer and promptly, and in any event within twenty-four (24) hours of receipt or deemed receipt of same, report to the Bank any discrepancy or objection concerning such transfer. The Customer expressly agrees that the failure to promptly report any such discrepancies or objections shall relieve the Bank of any liability with respect to such discrepancies or objections.
- (b) Such notification may be sent to the Customer by mail at its last known address and shall be deemed to have been received five (5) business days subsequent to mailing or by electronic notification to the Customer and shall be deemed received twenty-four (24) hours subsequent to sending such notification. Any delay due to an interruption in any authorized communication service shall extend the date of deemed receipt commensurately.

**10. FORGERY AND UNAUTHORIZED SIGNATURES:**

- (a) The customer shall:
  - i. Maintain systems and controls sufficient to prevent and detect thefts of instruments or loss due to forgeries or fraud involving instruments; and
  - ii. Monitor the conduct of employees and agents having banking functions.

(b) The Bank shall not be liable for any loss due to a forged or unauthorized signature, unless the customer proves that

- i. the forged or unauthorized signature was made by a person who at no time was the Customer's employee or agent;
- ii. the loss was unavoidable despite compliance with 10(a) above and
- iii. the loss was unavoidable despite steps to prevent forgery, unauthorized signature and any loss resulting therefrom.

11. **LIMITATION OF LIABILITY:**

- (a) Notwithstanding any oral or written advice from any person respecting the purpose of any instrument or instruction, the Bank shall not be liable for any consequential or special damages.
- (b) The Bank shall have no responsibility or liability to any person for any reduction in any account due to taxes or depreciation in the value of the funds credited to the account, or for the unavailability of such funds due to restrictions on transfer, payment or convertibility, or due to any requisitions, involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank.

12. **DISCLOSURE OF INFORMATION:**

The Bank may disclose any information about the Customer and the Customer's accounts:

- a) in response to credit inquiries;
- b) if the Bank in its discretion deems such disclosure necessary or desirable;
- c) pursuant to legal process or subpoena;
- d) if disclosure is necessary to protect the Bank's interest.

The Customer hereby consents to and authorizes any such disclosure, and the Bank shall not become liable by reason of the giving of such information or of its being inaccurate or incomplete.

13. **GOVERNING LAW:**

This agreement and any account of the Customer with the Bank shall be governed in all respects by the laws of the Federation of Saint Christopher and Nevis.

14. **JURY TRIAL WAIVER**

The Customer hereby irrevocably waives all right to trial by jury in any action, proceeding, or counterclaim, including, but not limited to, actions sounding in tort, 'bad-faith', fraud or otherwise, arising because of or in any way relating to this Agreement.

REGISTRATION OF BUSINESS (Delete if not applicable)

I confirm that I am carrying on business alone under the name and style of

" \_\_\_\_\_ "

which I have registered under the Registration Of Business Names Act

Customer acknowledges receiving a copy of This Agreement

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Witness

If the Customer is a Corporation,  
the Corporation Seal should be affixed.

Date Received:
.....
Recorded: .....
Approved by Supervisor:
.....

**AGREEMENT RE SET-OFF OF FUNDS**

TO: **THE BANK OF NEVIS LTD.**

In consideration of your giving me/us banking accommodation and facilities I/we agree that:

1) In addition to any general lien or similar right to which you as bankers may be entitled by law you may at any time and without notice to me/us combine or consolidate all or any of my/our accounts with and liabilities to you and set off or transfer any sum or sums standing to the credit to any one or more of such accounts in or towards satisfaction of any of my/our liabilities to you or any other account or in any other respect whether such liabilities be actual or contingent or contingent primary or collateral and several or joint.

2) You are authorized to use all or any part of any credit balance standing to my/our account(s) to buy such other currencies as may be necessary to effect the application referred to in Clause 1 hereof and the cost of buying such currencies shall be borne by I/We and shall form part of the Bank's right of set off.

3) You shall not be obliged to exercise any of your rights which shall be without prejudice and in addition to any right of set off combination of accounts, lien or other rights to which the Bank is at any time otherwise entitled whether by operation of law contract or otherwise.

This is to be in addition and without prejudice to any securities you may now or hereafter hold.

Dated this .....day of ..... 20....

Signed in the presence of )  
 )  
 )  
 .....)  
Witness

.....  
.....

If the Customer is a Corporation, the Corporate seal must be affixed.

Date Received: .....
Recorded: .....
Approved by Supervisor: .....

**FOR USE WITH SINGLE OR JOINT ACCOUNTS**

Name in full (1) .....

Address .....

Name in full (2) .....

Address .....

\* to the BANK OF NEVIS LTD.

Please open an account in your Bank in the joint names of the undersigned.

All monies deposited in this account from time to time, and the interest thereon are to be paid upon the signature of either of the undersigned, and in the case of the death of either, upon the signature of the survivor.

Signature (1) .....

Signature (2) .....

Occupation (1) ..... (2) .....

Date .....

**Account No.**

.....

S2

Witness

\*TICK IF APPLICABLE

**COMPLETE IF JOINT A/C**

We hereby agree that any cheque or orders for payments of money payable to either of the undersigned may be deposited to the joint account conducted with you in our names.

.....

**Signature**

.....

**Witness**

**Signature**