

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: