

BANK ACCOUNT AGREEMENT

INTRODUCTION:

- (1) This Bank Account Agreement regulate business relationship between **NODABANK CORPORATION**, a company, duly established, registered and operating under the laws of the Commonwealth of Dominica under the registration number 2023/C0008, having its office at 40 Kennedy Avenue, Roseau, Roseau, Dominica, and being duly licensed by Financial Services Unit of the Ministry of Finance of the Commonwealth of Dominica (hereinafter the «**Bank**») and the person, to whom the Bank provides banking services or the person who applied to the Bank to receive banking services as described in this Bank Account Agreement (hereinafter the «**Client**» or “**You**”).
- (2) The Bank Account Agreement shall be considered as concluded from the moment when the Bank approved the bank account opening for the Client.

BACKGROUND:

- (A) The Bank is entitled to open and operate bank accounts and provide banking services under the laws of the Commonwealth of Dominica, and is permitted to provide this kind of service to the Client.
- (B) The Client wishes to have a banking account to deposit cash, to receive and send banking wire transfers for business purposes permitted by the applicable laws and therefore intends to open a bank account.

IT IS AGREED as follows:

1. INTERPRETATION

1.1. In this agreement, unless the contrary intention appears:

“**Account**” means each and every bank account that the Client has opened with the Bank.

“**Account Agreement**” (or “**Agreement**”) means this Bank Account Agreement (general terms and conditions) as amended from time to time by the Bank.

“**Authorised Signatory**” means any person authorised to give instructions on an Account in accordance with clauses 2 or 11 herein.

“**Business Day**” means the day when the banks are open for usual business in the Commonwealth of Dominica, usually from Monday to Friday except public holidays, and, if applicable, when the relevant corresponding banks are opened for usual business.

“**Confidential Information**” means any tangible or intangible information or materials possessed by the Bank in whatever form or format relating to the Client or the Client’s actual or proposed information systems, other business, financial or accounting systems, business procedures or methods, business plans, financial

products, marketing plans, financial operations, including banking transfers and Instructions, and their results, customers, markets, prospective customers, contracts (actual and proposed) with third parties or personnel directly or indirectly disclosed by the Client to the Bank. Confidential Information includes all information owned by a third party and disclosed by a Disclosing Party hereunder.

“Date of this Agreement” or **“Effective date”** means the bank account opening date.

“iBank” means the Bank’s online banking system which provides internet access to Accounts held at the Bank.

“Indemnified Party” means each of the Group Companies and their respective directors, officers, employees, agents, successors and assignees from time to time and your Introducer (if any) and its Affiliates.

“Instructions” means any notice, demand, instruction or other communication given by iBank, phone, facsimile and/or electronic mail by any Authorised Signatory or purported to be given by any Authorised Signatory.

“Online Banking Service Terms and Conditions” means the agreement governing the use of iBank.

“Overdraft Limit” means the overdraft limit that the Bank has set for an Account.

“Party” means either the Bank, or the Client.

“Parties” means both the Bank and the Client.

1.2. Where any statement or any disclosure, is qualified by the expression "so far as the Party is aware" or "to the best of the Party’s knowledge, information and belief" or any similar expression, that expression or statement shall be deemed to include an additional statement that it has been made after due and careful enquiry.

1.3. In this agreement any reference, express or implied, to an enactment (which includes any legislation in any jurisdiction) includes:

- (a) that enactment as amended, extended or applied by or under any other enactment (before, on or after the date of this agreement);
- (b) any enactment which that enactment re-enacts (with or without modification); and
- (c) any subordinate legislation (including regulations) made (before, on or after the date of this agreement) under that enactment, including (where applicable) that enactment as amended, extended or applied as described in subparagraph (a), or under any enactment which it re-enacts as described in subparagraph (b).

1.4. In this agreement:

- (d) **holding company** means, in relation to a company, any person which has the direct or indirect power (whether through ownership of voting shares, power to appoint the management or by contract) to direct the business and operations of that company;
- (e) **subsidiary** means, in relation to a person, a company of which that person is a direct or indirect holding company; and
- (f) **affiliate** means, in relation to a company:
 - (i) a person which is a direct or indirect holding company of the first company;
 - (ii) a company which is a direct or indirect subsidiary of the first company;
 - (iii) a company which has the same direct or indirect holding company as the first company; or
 - (iv) the beneficial owner of that company or any of his or her relatives; or
 - (v) any member of the board of directors of that company or any of his or her relatives;

1.5. In this agreement:

- (g) words denoting persons include bodies corporate and unincorporated associations of persons;
- (h) references to a natural person include his estate and personal representatives;
- (i) references to a party to this agreement include the successors or assigns (immediate or otherwise) of that party;
- (j) the words **including** and **include** shall mean including without limitation and include without limitation, respectively;
- (k) any reference importing a gender includes the other genders;
- (l) any reference to a time of day is to current London time;
- (m) any reference to **USD** is to the United States Dollar, and to **EUR** is to Euro; other central bank currencies may be applicable.
- (n) any reference to a document is to that document as amended, varied or novated from time to time otherwise than in breach of this agreement or that document; and

- (o) any reference to a company includes any company, corporation or other body corporate wheresoever incorporated.

1.6. If there is any conflict or inconsistency between a term in the body of this agreement and a term in any of the Schedules, the term in the body of this agreement shall take precedence.

1.7. The eiusdem generis rule does not apply to this agreement. Accordingly, specific words indicating a type, class or category of thing shall not restrict the meaning of general words following such specific words, such as general words introduced by the word **other** or a similar expression. Similarly, general words followed by specific words shall not be restricted in meaning to the type, class or category of thing indicated by such specific words.

1.8. A reference in this agreement to any English legal term for any action, remedy, method or form of judicial proceeding, legal document, court or any other legal concept or matter shall be deemed to include a reference to the corresponding or most similar legal term in any jurisdiction other than England, to the extent that such jurisdiction is relevant to the transactions contemplated by this agreement or the terms of this agreement.

1.9. In this agreement, unless the contrary intention appears, a reference to a clause, subclause or Schedule is a reference to a clause, subclause or schedule of or to this agreement. The Schedules form part of this agreement.

1.10. The headings in this agreement do not affect its interpretation.

2. GENERAL CONDITIONS

2.1. This Agreement contains the terms and conditions governing the Client's Account with the Bank and explains the Bank's obligations to the Client and the Client's obligations to the Bank. These terms and conditions apply to the Client's Account with the Bank and any services or products the Bank provides in connection with the Client's Account. This Agreement extends to and includes any persons, including the Client's agents and affiliates, whom the Client authorised to give Instructions on the Client's Account (Authorised Signatories).

2.2. This Agreement, as defined in Section 2.3, contains the whole agreement between the Parties relating to the opening and operating the bank Accounts for the Client in the Bank and supersedes all previous agreements, whether oral or in writing. Except as required by statute, no terms shall be implied (whether by custom, usage or otherwise) into this Agreement. The procedures the Client shall follow for the Bank's computer banking services are contained in the Online Banking Service Terms and Conditions (iBank).

2.3. The additional conditions (as described in Section 2.1), the Account Application, the Website Terms of Use, the Online Banking Service Terms and

Conditions (iBank), specific terms for particular products such as over-the-counter transactions (OTC), the Privacy Notice, the Data Protection Notice, and the FATCA & CRS Notice are integral and valid parts of this Agreement.

2.4. The additional conditions, as mentioned in Section 2.3, include the Bank's charges and the interest rates, notice periods, minimum or maximum balances and other terms which are specific to a particular Account, service or product.

2.5. The Bank regularly informs the Client about the applicable additional conditions initially when the Client opens an Account or applies for a new service or product, and after publishing the rates on the Bank's website or in written notice. The notice shall be given no later than 5 Business Days prior to the amendment of the applicable additional conditions.

2.6. If the additional conditions are inconsistent with these general terms and conditions, the additional conditions will apply to the extent of any such inconsistency.

2.7. If a transaction is made on an Account, the Client will be deemed to have received, read and understood this Agreement and to have agreed to be bound by these terms and conditions.

2.8. The Bank reserves the right to use its unfettered discretion: to refuse to take a deposit, to decline to open an Account, to provide the service or to require the Client to close Account (s), in each case without giving a reason for its decision.

2.9. Any service that the Bank provides to the Client other than the services described in this Agreement (including iBank) shall be provided in accordance with separate service agreements or similar document.

2.10. The Bank may collect credit and other information about the Client from any source and may use this information to establish and maintain a banking relationship with the Client. The Bank may provide credit and other financial information about the Client to the Bank's affiliates for the purpose of offering their products.

3. USE

3.1. The Account may be used for the purposes of carrying on a legitimate business or enterprise.

3.2. The Client undertakes and agrees to provide the Bank with all information requested by the Bank in relation to the source of funds, operation of the Account, and identification of beneficiaries, Client Administrators, Designated Users, and Authorised Signatories as the Bank may request or requires from time to time.

3.3. The Client authorises the Bank to debit the Account with any and all sums payable pursuant to the Instructions and confirm that the Bank has the absolute discretion to refuse to process any transaction or to accept any deposit to an Account without explanation or justification.

4. JOINT ACCOUNTS

4.1. In the case of a joint Account, the rights and obligations under this Agreement of all the Account holders shall be joint and several. The Bank shall be entitled to accept instructions from and for all purposes deal with any one of such persons as agents for all of them. Unless the Bank receives notice in writing from the Client to the contrary, all Account holders are deemed to be joint tenants of the whole Account.

4.2. In the case of conflicting Instructions or communications from the Client, the Bank shall be entitled to deal with the first Instruction or communication received.

4.3. If any joint Account holder dies, the survivor(s) may withdraw the balance on the Account.

5. SERVICE CHARGES

5.1. The Client agrees to pay the Bank's service charges, which may be varied from time to time by the Bank.

5.2. The Bank publishes the rates on the Bank's website or in a written notice. The notice shall be given no later than 5 Business Days prior to the amendment of the applicable charges.

5.3. Unless otherwise stated, the service charges and interest that apply to an Account are payable in the currency in which the Account is maintained, and the Client authorises the Bank to automatically debit all such service charges from the Account with prior notice.

6. OVERDRAFT FACILITY

6.1. Unless an overdraft facility is provided (pursuant to the Bank's express written consent), the Client shall keep each Account in credit.

6.2. The Bank may provide the Client with an overdraft facility on the Account on such terms and conditions as to security, operation, and fees as the Bank determines in its absolute discretion. The terms of the facility, the limit, the interest rate, and other charges which the Client shall pay, and any other conditions will be confirmed to the Client in writing.

6.3. The Bank may make any searches and inquiries which the Bank thinks fit and appropriate when the Client applies for banking services or to borrow, or if the Bank wishes to consider increasing the overdraft facility or offer the Client any other products now or in the future.

6.4. If the Client (a) overdraws the Account without agreeing to an overdraft facility with the Bank or (b) exceeds the agreed overdraft limit, the Bank may ask the Client to make an immediate payment into the Client's Account even if the Bank has acted on an Instruction, at the Bank's sole discretion, which takes the Client's borrowing over the agreed limit. The Bank will charge its authorised interest rate and fees on the amount of the overdraft or excess until either it has been repaid or the Bank has specifically agreed an overdraft or an increased limit with the Client.

6.5. The Bank may, in its sole discretion, refuse to honour any payment Instruction where there are insufficient funds in the Account to make the payment (including the Bank's fees) or where the payment would exceed an Account's overdraft facility even if the Bank had previously honoured payment Instructions that resulted in the overdraft facility being exceeded.

7. SET-OFF AND APPLICATION OF FUNDS

7.1. In consideration of the Bank providing the Client with banking services and facilities, the Client agrees that in addition to any right of set-off or other general lien or similar right to which the Bank may be entitled in law, the Bank may use any amounts the Client has on any Account in any currency to reduce or repay any amounts the Client may owe the Bank (including all costs, charges, and expenses incurred in any way in relation to this Agreement, including legal fees of the Bank related to any dispute, injunction, or regulatory action concerning the Account) on any Account, either in the Client's own name or jointly with anyone else. The Bank will notify the Client promptly if the Bank does this.

7.2. To secure the payment and performance by the Client of all obligations to the Bank and its affiliates, the Bank may apply the funds on deposit in an Account (and/or the Client's assets held or deposited with an affiliate) against any debt or obligation owed to the Bank or any affiliate (upon receipt of proof of debt from the affiliate in a form satisfactory to the Bank in its absolute discretion) by the Client (or any one of the Client and co-owners if the Account is jointly owned), without prior notice to the Client. Amounts held in different currencies (whether fiat, digital, or crypto currencies) may be converted by the Bank at its discretion into another currency, in order to facilitate netting and set-off, at reasonable rates available for retail customers as determined by the Bank in the Bank's absolute discretion.

8. FOREIGN CURRENCY AND CRYPTOCURRENCY ACCOUNTS

8.1. The Client may request and the Bank may by the Bank's own absolute discretion accept the Client's request to open Account in USD, EUR or other central bank currencies, as well as cryptocurrencies, accepted by the Bank.

8.2. The list of currencies and cryptocurrencies available for the opening the Account may be anytime without any specific prior announcement amended by the Bank by the Bank's own absolute discretion.

8.3. The Client assumes full and complete responsibility and liability for any decrease in the value of funds credited to the Account (which may be deposited at the Bank or in the name of the Bank with such depository and in such place as the Bank may in its absolute discretion select) due to taxes or depreciation and the unavailability of such funds due to restrictions on convertibility, requisitions, injunctions, involuntary transfers, or any other causes of any nature beyond the control of the Bank.

9. AUTHORISED SIGNATORIES

9.1. The Client shall appoint any reasonable number of persons or entities as Authorised Signatories on an Account by completing the Bank's Authorised Signatory form and providing the proper corporate authority (if applicable). All persons or entities designated as Authorised Signatories shall be the Client's agents and (or) attorneys in fact or ad hoc to conduct business with the Bank.

9.2. No person may give any instruction to the Bank in relation to an Account until this person has been appointed as an Authorised Signatory in accordance with the Bank's procedures and submitted required due diligence and documentation to the Bank.

9.3. The Client undertakes that in the event an Authorised Signatory is removed or replaced, or the signing authority varied, the Client will immediately deliver to the Bank a replacement Account Signature form containing sample signatures of all persons authorised to sign on an Account. Until the Bank acknowledges receipt of such replacement Account Signature form, the Client agrees to indemnify and hold harmless the Bank and each Indemnified Party against any and all claims, actions, demands, liabilities, costs, charges, damages, losses, proceedings, expenses, and consequences of whatever nature and howsoever arising by reason of the Bank acting on the Instructions of any Authorised Signatory who has been removed prior to the Bank's written acknowledgment.

10. INSTRUCTIONS

10.1. The Bank reserves the right not to act on Instructions which it deems in its absolute discretion to be unclear, ambiguous, contradictory, erroneous, or improper. The Client agrees that the Bank will not be liable for any loss due to any delay or for any failure to act on such Instruction.

10.2. Notwithstanding any terms of this Agreement or course of dealings between the Client and the Bank, the Bank shall be entitled to rely solely upon and act in accordance with Instructions given or purported to be given by any Authorised Signatory without further inquiry on the Bank's part (whether as to the authority or identity of the person making or purporting to give such Instructions, the reasonableness of the Instructions, or any other consideration) regardless of the circumstances prevailing at such time. The Bank shall be entitled (but not required) to take such steps in connection with or in reliance upon the Instructions as the Bank may in good faith consider appropriate (regardless of the nature of the Instructions and whether such Instructions include instructions to pay money or otherwise to debit or credit any Account, or relate to the disposition of any money, securities, or documents, or purport to bind you to any agreement or other arrangement with the Bank or with any other person or to commit the Client to any other type of transaction or arrangement whatsoever), regardless of the nature of the transaction or arrangements or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such notice, demand, or other communication.

10.3. You agree that the Bank shall not be liable for any loss incurred by you as a result of the Bank relying on any Instructions pursuant to Clause 10.2, and the Client agrees to indemnify the Bank and each Indemnified Party for any losses incurred by the Bank as a result of reliance on such Instructions.

10.4. Moreover, and in addition to the above, where the Client provide the Bank with Instructions to transfer ERC-20 or TRC-20 tokens, alternative tokens, digital assets, or other cryptocurrency to a particular electronic wallet address (a "Wallet"), it is the Client's responsibility to ensure not only that the Wallet address is correctly identified in the Client's Instructions but also that the Wallet is capable of and permitted to receive such transfer. Any transfers the Bank facilitates that are directed to a Wallet pursuant to the Client's Instructions are made entirely at the Client's risk. The Client should note that a Wallet may not be capable of accepting transfers if, inter alia: (i) the Wallet is directly associated with an exchange; and/or (ii) the transfer is from an unknown address.

10.5. Further to the above, where you instruct the Bank to convert fiat currency into cryptocurrency (or vice versa) or to convert between fiat currencies or between cryptocurrencies, the conversion is subject to exchange rate fluctuations unless completed within the stated timeframe (usually no more than a maximum of one minute), and the speed at which such conversions are in fact completed (and the

exchange rate risk associated with the conversion) is at the Client's sole risk and outside of the control of the Bank.

10.6. Where the Client gives instructions to the Bank which involve, necessitate, or require the Bank to execute some or all of a transaction with a third party, there can be no certainty that the transaction can be completed in a timely manner or at all. The Bank reserves the right (but not the obligation) to execute such transaction(s): (i) in lots smaller than the requested amount; (ii) via multiple sources of liquidity; and (iii) in part only (where the Bank determines in its absolute discretion at any time that there have been significant movements in the relevant exchange rates).

10.7 The Client acknowledges that cryptocurrencies carry risks, and accepts responsibility for checking and abiding by local and international legislation and accepts all risk associated with cryptocurrency transfer and storage and custody.

11. HOLD ON FUNDS

11.1. The Bank has the right to hold any instrument, or other item deposited to an Account and to defer the Client's right to withdraw funds represented by such a deposit until the Bank receives payment for the instrument, or other item. In the event that the Bank becomes aware of a dispute as to the beneficial ownership of any deposit or asset, the Bank may restrict activity on the relevant Account (and on others that it determines in its absolute discretion are related to it) until the dispute has been settled to the satisfaction of the Bank.

12. INTEREST AND CHARGES

12.1. Interest (if it is primarily agreed in written or electronically that it is accrued) is normally payable on a daily basis on the amount of the cleared balance on each Account at the end of the day. Interest or, if applicable, interest charges and fees are payable in arrears by crediting or debiting your Account.

12.2. The Bank reserves the right to charge for additional services and to vary interest rates and charges from time to time with prior notice not later than in 5 Business Days, publishing the interest or charges rates on the Bank's website or in written notice.

12.3. The Bank may debit an Account at any time if an instrument, or other item is dishonoured or unpaid for any reason. The Client waives presentment for payment, notice of dishonour, protest, and notice of protest on all cheques and other items requiring such action.

13. STATEMENTS

13.1. The Bank will provide statements showing all amounts credited to or debited from your Account since the previous statement.

13.2. The Client agrees to promptly examine all entries and the balance recorded in each Account statement and undertake to notify the Bank in writing of any errors, omissions, or corrections shown on any Account Statement within 30 days of the date of the Account statement. The Client also agrees to notify the Bank promptly in writing of any changes to the Client's name and (or) address and (or) any other details.

13.3. The Bank may put messages on the Client's statements to notify the Client of changes to this Agreement.

13.4. The Client undertakes to immediately notify the Bank in writing upon suspecting or becoming aware that: (a) a document or transaction relating to an Account is improper or has been forged (and to provide the Bank with complete documentation in this respect); or (b) bank statements or other communications which the Client expects to receive from the Bank have not in fact been received by the Client, in each case so as to enable the Bank to investigate and take proper action.

13.5. If the Client does not notify the Bank as required in Sections 13.2 and 13.4, the Bank is entitled to treat any Account balances, entries, and transactions in respect of the period covered by the statement as correct and binding on the Client, and the Bank will be released from all claims by the Client in respect of errors or omissions during the period.

13.6. Until the Client has not activated iBank, the Bank will send monthly statements of Account, where applicable, and all other communications concerning the Account and this Agreement to you by ordinary mail or by email in accordance with the Client's written choice.

14. USE OF ACCOUNT AS COLLATERAL

14.1. The Client may not give anyone other than the Bank a security interest in any funds in an Account whether by assignment, charge, transfer, or otherwise (and any such purported security interest shall be void ab initio) without the prior written consent of the Bank.

15. GENERAL PROVISIONS REGARDING OBLIGATIONS

15.1. The rights of each Party under this Agreement:

may be exercised as often as necessary;

except as otherwise expressly provided in this Agreement, are cumulative and not exclusive of rights and remedies provided by law; and

may be waived only in writing and specifically.

15.2. Delay in exercising or non-exercise of any such right is not a waiver of that right.

15.3. Each party:

acknowledges that in agreeing to enter into this Agreement it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in Section 2.3) made by or on behalf of any other Party before the entering into of this Agreement; and

waives all rights and remedies which might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.

15.4. Nothing in this clause limits or excludes any liability for fraud.

15.5. The Bank shall not be responsible for any loss or damage to any of the Client's property, investments, securities, instrument, other assets or for any failure to perform any of the Bank's duties under this Agreement, if such loss, damage or failure is directly or indirectly caused by or due to any act of God, storm, hurricane, earthquake, accident, fire, water damage, riot, civil commotion, rebellion, strike, pandemic, epidemic, currency restrictions, lock-out, government or military action, acts of war or terrorism, force majeure, or any breakdown, failure, interruption or malfunction of any telecommunications or computer service or systems provided that the Bank uses reasonable efforts to minimise the effects of the same.

15.6. This Agreement is personal to the Client and a person who is not a Party to this Agreement will have no rights to enforce any of its terms. None of the Client's rights, benefits or obligations relating to this Agreement or any service provided under its terms may be assigned by the Client without the prior written consent of the Bank.

15.7. Any waiver of a breach of any term of this Agreement shall not affect the Bank's rights in the future in respect of any further breach of that or any other term.

16. CONFIDENTIALITY

16.1. The Bank shall keep confidential all documents, materials and other information relating to the Client and the Account and the Bank shall not, without

the Client's prior written consent, disclose any of the aforesaid unless the Bank has a legal duty and is obliged to do so.

16.2. Subject always to a duty of confidentiality, the Bank may provide information about the Client or how the Client manages the Account to: (a) the Bank's professional advisers and partner financial institutions; (b) anyone to whom the Bank transfers (or may transfer) its rights and duties under this Agreement; and (c) the Bank's affiliates, successors, assigns, agents, directors, officers and employees.

16.3. If the Bank transfers the Client's information to a service provider or agent (including its affiliates) in another country or jurisdiction, the Bank will ensure that the service provider or agent agrees to the same levels of protection as the Bank applies to information held in the Commonwealth of Dominica and to use the Client's information only for the purpose of providing the service to the Bank.

16.4. Notwithstanding Section 16.1, the Bank shall not be liable for information passed in the normal course of business. The Client specifically authorises the Bank to back up or copy any and all data related to the Client and the Account to any jurisdiction outside of the Commonwealth of Dominica (including without limitation the United States of America) as the Bank in its absolute discretion shall determine and to operate the Account or back-office functions relating to the Account from such jurisdiction on a temporary or permanent basis.

16.5. The Client hereby authorises the Bank and any agent or service provider to use, verify and confirm any and all information that the Client or the Client's agent provides including, obtaining reports concerning the Client and the Client's principal's background, credit standing on business conduct and to share all such information with the Bank's successors, assigns, agents and service providers to determine the Client's eligibility for an Account.

16.6. Information shall not be deemed Confidential Information for the purposes of this Agreement if the Bank can reasonably demonstrate that it is:

- publicly available prior to the date of this Agreement;
- made publicly available by the Client generally and without restriction;
- lawfully received by the Bank from a third party who owes no duty of confidence in respect of the same;
- already in the Bank's possession and was lawfully received from sources other than the Client;
- independently developed by the Bank without using the Confidential Information; or
- approved in writing by the Client for release.

16.7. The Bank may and is authorised by the Client to disclose the Confidential Information pursuant to a request by an applicable regulatory authority, or where the disclosure is requested and is protected by law or if they are required by law or

pursuant to an order of a Court of a competent jurisdiction to disclose Confidential Information, provided, however, in any such event the Bank shall, unless prevented by law: (i) promptly notify the Client; (ii) consult with the Client as to the advisability of taking steps to resist or narrow such request; and (iii) if so requested, cooperate with the Client in seeking a protective order or other appropriate remedy.

17. GOVERNING LAW AND ARBITRATION

17.1. This Agreement and any non-contractual obligations arising out of or in connection with it shall be governed by the laws of the Commonwealth of Dominica.

17.2. If there is a dispute between the Parties arising out of or in relation to this Agreement (a **Dispute**), either Party may refer the Dispute to arbitration in the respective court of the Commonwealth of Dominica in Roseau.

17.3. If any provision of this Agreement is or becomes invalid or contravenes any applicable law, the remaining provisions shall remain in full force and effect and the Client agrees that (a) the provision in question shall be altered only in so far as to make it valid or in accordance with applicable law, and (b) terms of this Agreement shall be interpreted in such a way as to be consistent with applicable law.

18. AMENDMENT AND TERMINATION OF THE AGREEMENT

18.1. The Bank may at its absolute discretion amend the terms of this Agreement (including its charges) and may introduce changes to its services from time to time upon a notice to the Client, publishing the amendment on the Bank's website or sending it to the Client in written notice not later than in 5 Business Days.

18.2. Amendments will normally be caused by market conditions, changes in the cost of providing a service to the Client, changes in legal or other requirements affecting the Bank, or any other good reason.

18.3. If the Client continues to use an Account or has funds on a deposit in the Account after the effective date of the amendment, the Client will be deemed to have accepted such amendments in their entirety.

18.4. In exceptional circumstances the Bank may at any time suspend the operation of any or all of the services it provides to the Client, but the Bank will promptly notify the Client of any such suspension with or without justification or explanation.

18.5. The Client may close an Account by written notice to the Bank. In the case of joint Accounts, the Bank may request the Instruction of all the Account holders.

18.6. The Bank may withdraw the provision of any service without terminating this Agreement by giving the Client 10 Business Days' prior notice in writing (which may be provided by email to the email address associated with your Account). The Client will continue to be liable in respect of all liabilities outstanding or arising after the service is withdrawn which relate to the period before withdrawal.

18.7. The Bank may take action to close an Account immediately without explanation for any reason, including if the Bank reasonably believes that (a) the Client is not eligible for the Account; (b) the Client has given the Bank any false or misleading information at any time; (c) the Client or someone else is using the Account illegally or without authorisation; (d) the Client has been in serious or persistent breach of this Agreement or any additional conditions which apply to the Account; (e) the Client has become bankrupt or insolvent as either term is interpreted under the laws of the Commonwealth of Dominica; (f) for any other good reason.

18.8. The Bank may end the banking relationship with the Client or close the Account (a) with 10 Business Days' notice in writing (which may be provided by email to the email address associated with your Account) if the Account balance drops below the amount stipulated by the Bank from time to time or (b) at any time in its absolute discretion without justification or explanation.

18.9. The Bank can at any time, without getting the Client's consent (a) assign, novate or transfer all or any of our rights and benefits, and transfer any of the Bank's obligations, under this Agreement to any person, firm or company or (b) sub-participate or sub-contract any of our rights or obligations under this Agreement.

18.10. On closing the Account, the Bank will be deemed to have satisfied its obligation to return the Client's funds net of all fees and expenses and payable to the Client by sending a bankers' cheque to the Client last known address or place of business notified to the Bank. In this regard the Bank may apply the provisions herein concerning set-off and netting.

18.11. Termination of this Agreement shall be without prejudice and shall be subject to the proper settlement of all transactions and the Bank will complete and settle such transactions as soon as practicable.

18.12. The indemnity provisions of this Agreement (and of the supplements hereto) shall survive termination of this Agreement.

19. LANGUAGE

19.1. The language of this Agreement and the transactions envisaged by it is English and all notices to be given in connection with this agreement must be in

English. All demands, requests, statements, certificates or other documents or communications to be provided in connection with this Agreement and the transactions envisaged by it must be in English or accompanied by a certified English translation; in this case the English translation prevails unless the document or communication is a statutory or other official document or communication.

AS WITNESS this Agreement has been signed by the Parties (or their duly authorised representatives) on the date stated at the beginning of this Agreement.

ANNEX A

REPRESENTATIONS AND WARRANTIES

The Client represents and warrants to the Bank and its affiliates that:

(1) it has capacity and authority to open the Account and to enter into transactions that may be related to it and that the opening of the Account has been properly authorised and the Authorised Signatories have been properly appointed (a) by the directors (in the case of a company), (b) by the general partner (in the case of a partnership), (c) by the trustee (in the case of a trust) or (d) by the beneficial owners of the Account (in the case of an individual) and that such authority has not been amended, modified or revoked;

(2) if the Client is a company, partnership or trust, that the company, partnership or trust (as the case may be) is validly existing and in good standing; and

(3) the information the Client provided to, and its activities with and via, the Bank (including account opening, use of iBank, transfers, payments and receipt of payments) shall not: (a) be false, inaccurate or misleading; (b) be fraudulent or involve the sale of counterfeit or stolen items; (c) consist of or relate to illegal activities such as illegal drugs, money laundering, espionage and/or terrorism financing; (d) be related in any way to unlawful gambling and/or unlawful gaming activities, including payment or the acceptance of payments for wagers, gambling debts or gambling winnings, regardless of the location or type of gambling activity (including online and offline casinos, sports wagering and office pools), with the exception of payments for gaming transactions that are expressly authorised by law in the jurisdiction of both the sender and the recipient of the payment; (f) infringe on any third party's copyright, patent, trademark, trade secret or other property rights or rights of publicity or privacy; (g) violate any law, statute, ordinance, contract or regulation (including those governing financial services, consumer protection, unfair competition, antidiscrimination, or false advertising); (h) be defamatory, trade libelous, unlawfully threatening or unlawfully harassing; (i) be obscene or contain child pornography or contain non-consenting performers; (j) contain any viruses, Trojan horses, worms, time bombs, cancelbots, easter eggs or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or other personal information; (k) create liability for us or cause us or our third party providers to lose (in whole or in part) the services of our ISP's or other suppliers; (l) be in violation of any court order; or (m) be in breach of any applicable discrimination legislation.

(4) the Client hereby agrees to keep all Know Your Client (KYC) information accurate and up-to-date, and to promptly provide any necessary updates or additional documentation as required by the Bank in accordance with applicable laws and regulations.

(5) the Client further represents to the Bank that appropriate legal and tax advice has been taken from professional legal and (or) tax advisors with respect to the

establishment and operation of the Account in all applicable jurisdictions. The Client acknowledges that the Client may not rely on any discussions (if any) with the Bank concerning legal or tax matters and that the Bank shall not be liable for any such reliance.

Annex B

INDEMNIFICATION

1. Neither the Bank nor any Indemnified Party shall be liable for any loss arising from errors of fact or judgment or any action taken (or omitted to be taken) by the Bank under this Agreement howsoever arising except to the extent that such error or action (or omission thereof) is due to the Bank's own fraud, willful default or gross negligence as determined after final adjudication.
2. No Indemnified Party shall be liable for the failure of a custodian or counterparty or any person, firm or company through which transactions for the Account are effected (or of any clearance or settlement system), or their failure to deliver necessary documents or failure to Account for any transactions on securities. No Indemnified Party shall be liable for any default of any custodian, counterparty, bank or other person or entity, which holds money, investments or documents or title.
3. The Bank shall not be required or entitled to take any legal action on the Client's behalf or otherwise in respect of the Account other than on such terms as the Bank may in its absolute discretion agree and unless fully indemnified to the Bank's reasonable satisfaction for all costs and liabilities in connection therewith.
4. The Client acknowledges that the Bank and each Indemnified Party shall not be liable for any loss or damage arising directly or indirectly out of or in connection with the operation of the Account unless such loss or damage arose out of or in connection with the Bank's own fraud, willful default or gross negligence as determined after final adjudication.
5. The Client undertakes and agrees to indemnify, keep indemnified and forever hold harmless each Indemnified Party to the fullest extent permitted by law against all actions, proceedings, claims, demands, liabilities, losses, damages, costs expenses (including legal and professional fees and expenses arising therefrom or incidental thereto) and consequences of any kind or nature whatsoever which may be imposed on, incurred by, asserted against, an Indemnified Party or that an Indemnified Party may suffer, incur, sustain, directly or indirectly of whatever nature and howsoever arising in connection with the operation of the Account other than by reason of the Bank's own fraud, willful default or gross negligence as determined after final adjudication.
6. Termination of this Agreement shall be without prejudice and shall be subject to the proper settlement of all transactions and the Bank will complete and settle such transactions as soon as practicable.

7. The indemnity provisions of this Agreement (and any supplements hereto) shall survive termination of this Agreement.