



CLIENT AGREEMENT

Terms & Conditions

PROVEN Bank (Saint Lucia) Limited

NAVIGATION

Contents

Introduction	1
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PART A • GLOSSARY

1.0	Definitions and Interpretations	3
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PART B • GENERAL SERVICES

2.0	General Terms	10
3.0	Information & Statements	15
4.0	Instruments	16
5.0	Other Products & Services (OPS)	18
6.0	Security and Online Banking	19
7.0	Additional Representations, Warranties, and Covenants	21
8.0	Compliance Obligations	23
9.0	Collection, Use, and Disclosure of Information	24
10.0	Intellectual Property	27
11.0	Fees and Charges	28
12.0	Set-off and application of Funds	29
13.0	Liability and Disputes	30
14.0	Changes	32
15.0	Termination	33

NAVIGATION

Contents (continued)

16.0	Miscellaneous	34
-------------	---------------	-----------

PART C • ADDITIONAL TERMS FOR SPECIFIC SERVICES

17.0	Accounts	39
18.0	Fixed Term Deposits	43
19.0	Foreign Currency Transactions	44
20.0	Wire Transfers / Wire Payments	45
22.0	Loans	47
23.0	PROVEN Connect and use of PROVEN Connect Services	48

Introduction

These Terms and Conditions form part of the Agreement between PROVEN Bank (Saint Lucia) Limited and the Client. The Agreement is in parts, and each part is incorporated into the others. These Terms and Conditions govern the use of Services, and contain:

Part A – glossary containing rules of interpretation and defined terms;

Part B – general terms applicable to all Services; and

Part C – additional legal terms for specific Services.

The Client is bound by the Agreement when the Client enters the Agreement or when the Client is enrolled in, authorized for, or uses a Service.



PART A

GLOSSARY

SECTION 1.0

Definitions and Interpretations

Definitions: In these Terms and Conditions, unless otherwise defined, capitalized terms have the meanings given below:

“Account” means a deposit account provided by the Bank.

“Account Statement” means and includes the electronic record of account transactions available on PROVEN Connect; a printed copy of electronic transaction record downloaded from PROVEN Connect; a confirmation statement of account transaction(s) for the Client’s Account(s); a statement of account for a covered period issued by the Bank. **“Agreement”** means the Agreement entered into between the Client and the Bank and includes these Terms and Conditions, Authorization Forms, additional terms & conditions for a particular product or Service and Account application or other Service application and all relevant Service Materials. Each Document forming part of the Agreement is deemed incorporated in the Agreement and each other part of the Agreement, immediately when given effect by the Bank, without any other action required by the Bank, the Client, or any other Person.

“Amounts Owing” means all amounts owed by the Client to the Bank relating to the Services and the amounts owed to any PROVEN Group Member in respect of its services and products and the costs incurred to collect Amounts Owing. **“Applicable Laws”** means all applicable laws, decrees, regulations, decisions, treaties, ordinances, rulings, judgments, injunctions, writs, orders and awards of any court, arbitrator or Regulatory Authority, all directives, guidelines, advisories and rulings issued or made by an applicable Regulatory Authority and the constitution, rules, standards, directives, guidelines operating or other circulars, regulations, customs and uses of the exchange, central or reserve banks, and all applicable laws relating to anti-money laundering and anti-terrorist financing, in each case, applicable to the Agreement, the Services, the Bank, the Client, their respective businesses, and including the Client’s Substantial Owners and Controlling Persons.

“Application” means a properly completed and duly signed application form (in the form prescribed by the Bank) submitted by the Client to the Bank for the purpose of applying for an Account or a Service as amended from time to time by the Bank in accordance with the Agreement, and **“Account Application”** will have corresponding meaning.

“Authorized Signatory” means for each Account, an individual authorized to operate and instruct on an Account pursuant to an Authorization Form.

“Authorization Form” means Document which identifies the Person(s) to operate an Account or use the Services on behalf of the Client and includes an authorized signatory form, signing mandate, resolution, third party mandate or a legal power of attorney or equivalent authorization.

“Bank” means PROVEN Bank (Saint Lucia) Limited and its subsidiaries and branches as applicable, or variously, “we” and “our”.

1.0 Definitions and Interpretations *(continued)*

“Business Day” means any day from 8.30 a.m. to 4.30 p.m. except Saturday or Sunday and any day that is a recognized as a public holiday in Saint Lucia. If any public holiday falls on a day that is a Sunday, the Tuesday next following, or other day, immediately next following which is not itself a holiday, is deemed to be the next business day for the purposes of this definition.

“Confidential Information” means all information, other than Non-Protected Information, whether or not identified as confidential at the time of disclosure, relating to the businesses, operations, assets, clients and employees of the disclosing party or its affiliates, or the business of its suppliers and clients, whether provided by the disclosing party or its Representatives, at any time before or after the date of the Agreement, including written or electronic materials or communicated orally, which contain or otherwise reflect the disclosing party’s Confidential Information. For greater certainty, Confidential Information includes intellectual property rights of, and personal information provided by, the disclosing party, and the fact that discussions or negotiations are taking place concerning the Services involving the parties, or any of the terms, conditions or matters then being discussed with respect to the Services, including their status.

“Connected Person” means any other Person that is part of or connected with any Transaction under the Agreement, including the payee of a designated payment, payor of an incoming payment, of the Client, any Person originating Transactions processed under the Agreement or transmitting those transactions through a payments system or otherwise, and the Person receiving the aforementioned Transactions.

“Controlling Person” means in relation to a Client, an individual who directly or indirectly exercises control or is recognized to have control over the Client, i.e., directors of a company; or the settlor, trustees or protector of a trust, the general partner of a Limited Partnership and Substantial Owners of any of them, and any other individual who exercises ultimate effective control over the Client and in the case of any other entity, such term means any person in an equivalent or similar position of control.

“Corporation” means a legal entity wherever and however incorporated or established which is separate and distinct from its owners and which has the ability to enter into contracts, own assets and incur debts, sue or be sued, and engage in various commercial activities, including a limited liability company, unlimited liability company, joint- stock company and any other type of body corporate.

“Client” means the Person who enters into the Agreement, or who is enrolled in, authorized for, or uses any Service.

“Client Information” means and includes Personal Information, Confidential Information and/or Tax Information of a Client and Controlling Persons and Substantial Owners; accompanying statements, certificates, waivers and consents and pertinent transaction records.

1.0 Definitions and Interpretations *(continued)*

“Document” means any agreement, amendment (including an amendment to these Terms and Conditions), statement, disclosure, notice, request, consent, information, Instruction, communication, Instrument, Service Material, or other document, including any of the foregoing made, drawn, accessed, sent, received, accepted, endorsed, negotiated, signed, or processed verbally or in paper, or electronic form through any Electronic Channel.

“Dormant Account” means an Account that shows no activity for a period as described pursuant to Section 17.9 of these Terms and Conditions.

“Electronic Channel” means any telecommunication or electronic transmission method which may be used in connection with the Services, including computer, email, facsimile, Internet, SWIFT or SWIFT Network, telephone, wire transfer system, or wireless device.

“Fee Schedule” means the Bank’s prevailing schedule of standard fees and charges.

“Financial Crime” refers to any kind of criminal conduct relating to money or to financial services or markets and includes money laundering, terrorist financing, proliferation financing, bribery, corruption, tax evasion, insider trading, cybercrime, embezzlement, fraud, evasion of economic or trade sanctions, and/or violations, or attempts to circumvent or violate any Applicable Laws or regulations relating to these matters.

“Force Majeure” means any event, act, or omission beyond the reasonable control of a party exercising reasonable foresight and diligence, including a labour dispute, strike, lockout, industrial action, act of God, flood, fire, lightning, severe weather, shortage of materials, interruption in, or shortage of, the supply of electric power or other utilities, earthquake, act of terrorism, war, revolution, civil commotion, act of public enemies, blockade, embargo, pandemic disease or currency restrictions.

“Initial Deposit” means the deposit amount required to initiate Client’s enrolment on PROVEN Connect.

“Instruction” means a written or electronic instruction that is or reasonably appears to be given by a Client or Client’s Authorized Signatory.

“Instrument” means a bill of exchange (including a cheque), promissory note, negotiable instruments, other instruction or order for the payment of money given in paper or electronic form, clearing item, payment item, or other value item relating to an Account.

“Joint Banking” means the provision of an Account or other Service on a joint basis to the Client where the Client consists of more than one Person.

“Losses” means any losses, claim, damages, fees and charges, and other liabilities including legal or other professional fees and disbursements and the costs of investigation, litigation, settlement, judgment, interest, penalties and sanctions.

1.0 Definitions and Interpretations *(continued)*

“Minimum Balance” means the minimum balance maintained in the Account in the prevailing month. **“Non-Protected Information”** means information which (i) is or becomes generally available to the public other than as a result of a breach of the Agreement; (ii) was within the possession of a party on a non-confidential basis prior to being provided to it by or on behalf of the other party; or (iii) is or becomes available to a party on a non-confidential basis from a source other than the other party or its Representatives, that is not legally or contractually prohibited from disclosing the information.

“OFAC” means the Office of Foreign Assets Control, United States of America Department of the Treasury.

“Person” means an individual or natural person, partnership, limited partnership, limited liability partnership, Corporation, trust, unincorporated association, joint venture or other entity

“Personal Information” means any information relating to an individual from which the individual can be identified, including without limitation, sensitive personal data such as name(s), residential and email address(es), contact information, age, date of birth, nationality, citizenship, personal and marital status, use of our products and services, and relationships with the Bank or the PROVEN Group.

“PROVEN Connect” means the Bank’s internet banking system which Client accesses using a Security Device; and **“PROVEN Connect Services”** include online access to Account information, transaction activity, statements and general information relating to rates, and entering online instructions for fund transfers, wire payments, and other Bank Services through PROVEN Connect.

“PROVEN Group” means and includes the Bank, its parent company and their respective affiliates, subsidiaries, associated entities and any of their branches and offices and “any member of the PROVEN Group” shall have the corresponding meaning.

“Regulatory Authority” means a person having regulatory or supervisory authority over the Bank, the Client, or the Services, and includes any judicial, administrative or regulatory body, any government, or public, or governmental agency, instrumentality or authority, any Tax authority, court, central bank or law enforcement body, financial, monetary or investigative authority, agency or body, including SWIFT.

“Representatives” mean directors, officers, employees, signing authorities, contractors, subcontractors, service providers, consultants, internal or external auditors, legal or other professional advisors, or other agents, acting on a party’s behalf, including a Person specified in the account signing mandate or other Authorization Form and the Person’s delegates.

1.0 Definitions and Interpretations *(continued)*

"Restricted Business" refers to any business carried out by the following Client types: sanctioned parties, bearer share companies, correspondent banks, money service business, shell banks, entities that exchange or transfer virtual currency, entities that engage in gaming/gambling or adult entertainment, anonymous accounts, accounts in a fictitious name or numbered accounts, financial services for non-account holders and cannabis/marijuana and any entities or individuals explicitly designated as posing a potential threat to the integrity of financial systems.

"Secure Messaging" means the email messaging system available on PROVEN Connect.

"Security Device" means a security device, including a passphrase, token, access code, username, password, identification number, certificate, and other security codes or other unique identifier, which permits a Client to access an Account or use an PROVEN Connect Service.

"Service Materials" means all hardware, software, equipment, information, or other Documents provided by the Bank for any of the Services, including applications, all Schedules, Security Devices, rules and manuals of operation, guides, training materials, policy handbook, or other Documents applicable to a Service;

"Services" means the Bank's products or services available to Clients, including Accounts and Account maintenance, term deposits, loans, credit, cash management, foreign exchange transactions, international money transfers and payment products or services, PROVEN Connect Services, and any other Services authorised and/or provided from time to time by the Bank.

"Substantial Owner" in relation to a Client, means a Person who, exercises or is entitled to exercise control in more than ten (10%) in the voting shares or voting power at a general meeting, or, holds an equity interest or has a beneficial interest (directly or indirectly) in more than ten (10%) percent of the assets, or, is entitled to a share of more than ten (10%) percent of profit.

"SWIFT" means the Society for Worldwide Interbank Financial Telecommunication. **"SWIFT Network"** means the computer link system operated by SWIFT.

"Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating directly or indirectly, to the tax status of a Client and any Substantial Owner, or Controlling Person, that the Bank considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with the Bank's obligations to any tax authority or equivalent agency. Tax Information includes, but is not limited to evidence of tax residence and/or place of organization as applicable), tax domicile, tax identification number, filings for tax-related purposes, Tax Certificate, certain Personal Information (including name, residential address, age, date of birth, place of birth, nationality, citizenship).

"Tax Certificate" means a Document satisfactory certifying the tax residence of a Person.

"Term Deposit" means a deposit held within an Account which matures at the end of a specified time period.

1.0 Definitions and Interpretations *(continued)*

"Terms and Conditions" mean the terms and conditions contained herein.

"Transaction" means the application for, use and termination of any of the Services and includes a deposit, withdrawal, transfer or exchange of funds using an Electronic Channel or pursuant to an Instruction, and includes logging on to PROVEN Connect and a request for or disclosure of information about an Account.

"Underfunded Account" is an account described pursuant to Section 17.10.2 of these Terms and Conditions.

"Unfunded Account" is an account described pursuant to Section 17.10.1 of these Terms and Conditions.

"You" and **"your"** means and applies variously to the Client as defined above.

"Website" means the Bank's website located at

Interpretation: **In these Terms and Conditions:** (i) all references to the Agreement, including these Terms and Conditions, any Service Materials, or to any Document, product, or service, including the Services, or to any law, statute, regulation, guideline, policy, procedure, rule, standard, or directive, including any Applicable Laws, or otherwise, include same as may be amended, restated, supplemented, or otherwise modified from time to time; (ii) all references to any Person, including any Regulatory Authority, includes its personal representative, attorney, or its successors and assigns (as applicable); (iv) words denoting the singular number will include the plural, and vice versa; (v) words denoting the masculine gender include the feminine and neutral genders, and vice versa, as the context otherwise permits; (vi) the word "including" means "including without limitation", and the word "includes" means "includes without limitation";



PART B

GENERAL SERVICES

SECTION 2.0

General Terms

2.0 Use in Compliance with Agreement. The Client will comply with these Terms and Conditions, including applicable Service Materials, in connection with each Service used by or on behalf of the Client.

2.1 Enrolment. In order to use any Service, the Client must satisfy the Bank's eligibility requirements for the Service and provide the Bank all enrolment information, forms, schedules, and other Documents (each, a "Schedule") it requests, in form and substance satisfactory to The Bank. Each Schedule is deemed to be incorporated in these Terms and Conditions and to form part of the Agreement immediately when given effect by the Bank, without any other action required by the Bank, the Client, or any other Person. The Bank is under no obligation to provide any Service to the Client, and the Bank's records are conclusive as to the Services being provided to the Client at any given time.

2.3 Your Instructions:

Unless you specifically provide us with notice to the contrary in writing that is acknowledged and confirmed by us, you authorize us to:

- pay and honour any orders or instructions authorizing payments given in accordance with your Account mandate or an Authorization Form, whether such account is in credit or overdrawn but without prejudice to our right to refuse to allow any overdraft or increase of overdraft; and act upon instructions received through **PROVEN Connect** for the transfer of funds or our other services in accordance with our operating procedures, rules and guidelines, which may be amended from time to time. You agree that any action we take on such instructions will have the same legal effect and will bind you as if they had been given in writing and signed by a duly Authorized Signatory of the account, regardless of whether the person purporting to give such instructions was or was not an Authorized Signatory of the account.

2.4 Legal and Beneficial Ownership. In the case of individual/joint Accounts, you represent and warrant that you are the beneficial and legal owner(s) of the Account and that you have full legal capacity to open the Account and accept these Terms & Conditions. In the case of Accounts for non- natural persons, you represent and warrant that you correctly stated the beneficial and legal owner(s) when opening the Account.

2.5 Joint Accounts

2.5.1 Joint Account Instructions. Except in the case of joint Accounts where the Account is specifically opened as an Account that requires all Persons to sign together for all Instructions:

2.0 General Terms *(continued)*

Any one of you may give any or all instructions to us with respect to the Account. These would include: (i) instructing us to make payments or transfers even to an account in the sole name of the instructing Person (ii) withdrawing any portion or all of the funds in the account or the use of a Security Device by any Person even if it results in borrowing money from the Bank, all such transactions are expressly approved by the other Persons (iii) signing cheques on the account (iv) accepting statements, notices, confirmations, on the account (v) providing notices, any instructions, or giving notice to us of errors or objections on the Account (vi) making deposits into the Account (vii) instructing us to add or remove additional joint holders (viii) closing the account.

In the case of conflicting instructions or communications from you, the Bank shall be entitled to deal on the first instruction or communication received.

Notwithstanding the above, we may, in our sole discretion decline such instructions where it may have an impact on an outstanding debt or liability or if the Bank is on notice that a fraud is being committed.

2.5.2 Documents, etc All Documents by, for, or on behalf of any one or more of the Persons in connection with Joint Banking, will be valid and binding on each of the Persons jointly and severally and the Bank is hereby authorized to act on them and give effect to each of them. The endorsement or signature by or on behalf of any Person provided Joint Banking by any means on any Document deposited with or drawn on the Bank will be binding on each of the other Persons to the same extent and with the same effect as if the Document had been manually endorsed or signed by each of the other Persons.

The delivery, in accordance with these Terms and Conditions, of any Document shall, unless otherwise instructed on the joint account mandate, be made to any one Person on the joint Account. The receiving Person is responsible for informing all of the other Persons of any Document delivered by the Bank.

2.5.3 Joint and Several Liability. You agree that any liability you incur with the Bank shall be joint as well as several which means that either one of you may be fully responsible for all debts, liabilities and other obligations relating to the joint Account, including the repayment of any loan or overdraft and interest, fees and charges, regardless of which Person created the obligation.

2.5.4 Survivorship Right. Unless otherwise clearly and explicitly instructed on the joint Account application form mandate, we agree that on the death of any one of you, any money standing to the credit of the said account and anything held by us by way of security for the safe custody, collection or any other purpose whatsoever on the account may be held to the order of the survivor(s), so that if one of you should die, the account will automatically become the property of the survivor(s). The survivor's rights and duties under these Terms & Conditions will continue provided, however, that in the event of any conflict between the Service Materials and these Terms and Conditions, the Service Materials will prevail.

2.0 General Terms *(continued)*

2.5.5 Addition. If a Person is to be added to a Joint Account, the Bank must be provided at least thirty (30) days' prior written notice. The addition will be effective from the date the notice has been acknowledged in writing. The Bank has the discretion to accept, reject, or terminate the addition of a Person to any Joint Banking at any time. If a new Person is provided any Joint Banking, these Terms and Conditions will be binding on that new participant as if it is a direct signatory hereto; and each Person will immediately provide to the Bank any and all information, evidence, or other Documents which the Bank requests in connection with any Service,

2.5.6 Removal. If a Person is to be removed from any Joint Banking, the Bank must be provided at least thirty (30) days' prior written notice. Removal will be effective only from and after the date the notice has been acknowledged by the Bank in writing. At the Bank's sole option, the Agreement or any Joint Banking may be terminated on removal of any Person on the joint-held Account.

2.5.7 Account Closure (Joint Account). Except in the case of joint Accounts where the Account is specifically opened as an Account that requires all Persons to sign together for all Instructions, the Bank may close any joint Account on the Instructions of any Person being provided the Account. The Bank will pay the instructing Person any funds on deposit in the closed Account.

2.6 Partnerships

2.6.1 Joint and Several Liability – Partnership or firm. If the Client is a partnership or equivalent, every obligation of the Client to the Bank under these Terms and Conditions or otherwise will also be the separate and individual obligation of each of the partners of the Client who will be jointly and severally bound to the Bank for the performance of those obligations whether or not such obligations are contracted for the service or operation of an enterprise of the Client.

2.6.2 Joint and Several Liability – Limited Partnership. If the Client is a limited partnership, every obligation of the Client to the Bank under the Agreement or otherwise will also be the separate and individual obligation of each general partner of the Client who will be jointly and severally bound to the Bank for the performance of those obligations.

2.6.3 Dissolution - If the Client is dissolved for any reason (including on the death of any partner) and if any of the power or authority set out in the Agreement continues to be exercised, then all actions taken after such dissolution by any partner of the Client before such dissolution will be binding on the Client and each partner (in the case of a partnership or firm) or general partner (in the case of a limited partnership) of the Client and its heirs, executors, administrators, successors, or assigns, until notice of the dissolution is received and duly acknowledged in writing by each branch or agency of the Bank where the Client has an Account, as if the dissolution had not occurred. To be effective, the notice of dissolution shall state which of the partners (in the case of a partnership) or which of the general partners (in the case of a limited partnership) or other person is thereafter authorized to deal with the accounts of the Client.

2.7 Corporations

2.7.1 Death of director, secretary or authorized signatory – Without in any way limiting section 7.1(ix), in the event of death of a director, secretary or authorized signatory of a Corporation and such director, secretary or authorized signatory as the case may be, was the sole signatory or one of the joint signatories to the Account, the operation of the Account shall be suspended until the Client submits a certified copy of the resolution of the Board of Directors, or other body authorized to make such decisions under its constitutive documents approving those changes or the corporate mandate, along with specimen signature(s) of the director, secretary or authorized signatory authorized to operate the Account. All instructions by the Client shall remain effective for payments made or instructions carried out in good faith until written notice of the death of the director, secretary or authorized signatory is received by the Bank.

2.8 Authorized Persons Only. The Client represents, warrants, covenants, and agrees that each of the Services and Security Devices will only be used by Persons properly authorized on its behalf for such purpose. Unless otherwise specified in an Authorization Form, the Client represents, warrants, covenants, and agrees that each such Person: (i) has the power and authority to exercise all rights, powers, and authorities in connection with the Agreement and each of the Services, including to incur liabilities and obligations and otherwise conduct and transact any business whatsoever on the Client's behalf, and to delegate any of these rights, powers, and authorities to any other Person; (ii) may be provided Security Devices and other Service Materials; and (iii) will comply with the Agreement and any other Document relating to the Services.

The Client further confirms that each Person who exercises or delegates any rights, powers or authorities through an Electronic Channel is authorized to do so, including acting alone if required for a Service, notwithstanding anything to the contrary which may be specified in an Authorization Form. The Client will provide the Bank with at least thirty (30) days' prior written notice of any change to a Person or a Person's authority specified in an Authorization Form. The change will only be effective once it is implemented by us. We, may, in our discretion, with or without prior, notice, accept, reject, or terminate any Person's use of a Service or Document at any time.

2.9 No Third-Party Use. No Service may be used, directly or indirectly, by, for, or on behalf of any Person other than the Client, unless otherwise agreed in writing by Bank. Where the Bank has agreed in writing to the use of a Service by, for, or on behalf of another Person, the Client will provide the Bank with any Document it requests, in form and substance satisfactory to the Bank. For these purposes, the Client represents, warrants, covenants, and agrees that the Client: (i) has the power and authority to exercise all rights, powers, and authorities to act on behalf of the Person in connection with each of the Services, including to incur liabilities and obligations and otherwise conduct and transact any business whatsoever on the other Person's behalf, and to delegate any of these rights, powers, and authorities to any other Person; (ii) may be provided the other Person's Security Devices and other Service Materials; and (iii) will comply with the Agreement and any other Document relating to the Services.

2.0 General Terms *(continued)*

The Client is responsible and will indemnify and hold harmless the Bank and its Representatives, for all Losses arising out of, or incidental to, the use, including any unauthorized use, of the Services or Service Materials by, for, or on behalf of any other Person, including all actions or omissions of the Client or other Person. The Client further confirms that it is authorized to exercise and delegate all rights, powers, or authorities for the Services through an Electronic Channel, including acting alone if required for a Service, notwithstanding anything to the contrary which may be specified in an Authorization Form. The Bank may, in its discretion, with or without prior notice, accept, reject, or terminate the use of a Service or Document for this purpose at any time, including if the Client or other Person ceases to be a Bank client.

2.10 No Improper Use. No Account or Service or any Electronic Channel may be used for, or in connection with, any fraudulent, unlawful, dishonest, or other activity unsatisfactory to the Bank, including for any malicious or defamatory purpose, and nothing will be done which could undermine the security, integrity, effectiveness, goodwill, or connectivity of any Service, including any activity that could threaten or cause harm to the Bank or any other person.

2.11 Notice of Unauthorized Use. The Client will immediately notify the Bank, verbally and in writing, if any Service Materials are lost or stolen or if there is any unusual, suspicious, actual or suspected fraudulent or other unauthorized use in relation to an Account, including if: (i) any unauthorized Person has had, or may have, access to any Service, Security Device or other Service Materials, Document, or Electronic Channel; or (ii) any Service, Security Device or other Service Materials, Document, or Electronic Channel has been, or may be, used in a manner contrary to these Terms and Conditions. The provision of notice as outlined above will be in accordance with any instructions provided by the Bank, and will not affect any good faith actions or omissions by the Bank prior to or after receipt of such notice.

2.12 Monitoring; Restrictions, etc. The Bank may, without prior notice, monitor and examine all aspects of the use of the Account and use of any of the Services. We may, without obligation or prior notice, immediately take any action that we deem necessary or appropriate in connection with an Account and use of a Service, including to freeze an Account, restrict access to, or suspend any Service, or decline, freeze, block, retain, reverse, return, or otherwise refuse to act on, honour, or process any Document or related Transaction. The Bank may notify and provide data and information to any Regulatory Authority regarding the foregoing. The Bank will not be liable to the Client or any other Person for any action taken or not taken by the Bank in connection with the foregoing.

2.13 Subcontractors. The Bank may subcontract the performance of the Services, in whole or in part, to any other Person, provided that the Bank shall remain responsible for the Services in accordance with the Agreement.

SECTION 3.0

Information & Statements

3.1 Accuracy of Information. The Client is responsible for the accuracy and completeness of all information provided to the Bank, and the Bank is authorized and directed to rely on such information. The Bank is under no duty to detect any inaccurate, inconsistent or incomplete information provided to it in connection with any Service.

3.2 Statement Verification. Client is responsible for verifying the completeness and correctness of each statement provided by the Bank.

3.3. Banking Records. Each party will retain copies of all records relating to the Services in the manner and for the minimum time periods required by Applicable Laws. The Bank's records will, in the absence of manifest error, constitute conclusive evidence of their contents.

We may, in our discretion, and subject to Applicable Laws, create and retain electronic copies of all records we have with you, including Account Statements.

SECTION 4.0

Instruments

4.1 Instruments. All Instruments must comply with Applicable Laws and any other specifications provided by the Bank. The Bank may present and deliver Instruments for payment, clearing, collection, acceptance or otherwise through any financial institution or other Person, and in any manner, as it deems appropriate. The Bank may also accept and deliver any form of settlement or payment for any Instrument as it deems appropriate. Instruments are subject to the Applicable Laws of each jurisdiction in which they are processed, including any intermediary jurisdiction in which they are processed through, and the Client is responsible to ensure all Instruments comply with such Applicable Laws. The Bank is not responsible for any Loss relating to an Instrument which contravenes Applicable Laws.

4.2 Verification of Authenticity, etc. The Client is responsible for the verification of the authenticity and validity of all Instruments deposited to and drawn on the Accounts. Unless otherwise agreed in writing by the Bank, the Bank shall have no duty, responsibility, or obligation to review, examine, or confirm the beneficiary or payee name, endorsement, signature, amount, or other information appearing on any Instrument or Instruction. You will immediately provide us with any endorsements or signatures upon request.

4.3 Bank Discretion. The Bank may, in its discretion, refuse a deposit to an Account, or refuse to process any Document, for any reason in accordance with its policies, procedures, or guidelines.

4.4 Chargeback. You agree that the Bank may debit any Account for any amount that the Bank determines, in its discretion, was credited to the Account, or otherwise paid to or on behalf of the Client, as a result of an error or any Instrument which may be forged, fraudulent, or unauthorized in any way, including as a result of a material alteration or any forged, fraudulent, unauthorized, missing, or incomplete endorsement or signature, or for which the Bank is unable to receive irrevocable settlement or payment, in each case together with all associated Losses. The Client agrees to immediately repay any overdraft caused by such debit, together with interest, in accordance with these Terms and Conditions.

4.5 Waiver of Presentation, etc. The Client waives presentment for payment, notice of dishonour, protest, and notice of protest of any Instrument. The Client will be liable to the Bank on any Instrument as if it had been duly presented for payment and protested and notice of dishonour and protest given to all Persons party to it as provided by Applicable Laws.

4.6 Authority to Pay Instruments. In the same manner as in the case of an ordinary cheque, the Bank may pay and debit an Account of the Client in the amount of every Instrument that is payable by the Client at the Bank and that is presented for payment to the Bank.

4.7 Cut-off Times. The Bank may prescribe cut-off times for receiving Instruments or other Documents for processing. The Bank may, in its discretion, use reasonable efforts to process an Instrument or other Document even if it is received after the prescribed cut-off time, provided that the Bank will not be responsible for any failure to process such Instrument or other Document. The Client discharges the Bank from, and will indemnify and hold harmless the Bank for, any Loss resulting from the processing of, or failure to process, such Instrument or other Document.

4.8 Available Funds. Notwithstanding any prior course of conduct, the Bank will have no obligation to process, and the Bank may at any time in its discretion refuse to process, any Instrument unless: (i) there are sufficient funds available in the applicable Account at the time the Instructions are submitted to the Bank. Funds may be debited from an Account at the time the instructions are submitted to the Bank for the Instrument, even if the Instrument is future-dated, except where otherwise agreed in writing by the Bank.

SECTION 5.0

Other Products & Services (OPS)

5.1 OPS. These Terms and Conditions are in addition to any agreement or other Document governing OPS. Where the Services include access to and use of OPS, including other bank accounts, investments, or loans, the Client will comply with these Terms and Conditions and such other Document in connection with the access to and use of the OPS.

5.2 Authorization. The Bank is authorized and directed to do all things necessary to provide the Client with access to and use of the OPS.

5.3 Change or Termination. The Bank may, at any time, without notice, change or terminate the available access to or use of any OPS.

SECTION 6.0

Security and Online Banking

6.1 Security. You agree that you will at all times have in place prudent measures to ensure the security and confidentiality of the Services, Confidential Information, Electronic Channels, and Documents. The Client will immediately notify the Bank in writing upon discovery of any security incident, including actual or suspected loss or unauthorized disclosure of the Bank's Confidential Information.

6.2 Confidentiality. We will take all reasonable precautions to ensure the confidentiality of your files, records and data. You and your Representatives will hold all information, documentation, and specifications relating to the Service as being confidential and proprietary to us. You agree that you and your Representatives will at no time during the term of the Agreement or after its termination disclose or otherwise transmit, directly or indirectly, any such information to any third party without our prior written consent. These obligations of confidentiality do not apply to necessary disclosure to auditors in the course of audit, to any governmental agency under any statutory obligations, where required by law, and/or where such information is already in the public domain.

6.3 Bank Procedures. The Client will comply with all security procedures, standards, and other requirements prescribed by the Bank and will notify the Bank immediately of any failure or inability to do so. The Client will take any other steps reasonably necessary, including the maintenance of encryption standards, to protect against and prevent any threats, hazards, and unauthorized access to or use of the Account, Confidential Information, Electronic Channels, and Documents.

6.4 Security Devices. The Client is responsible for maintaining the security and confidentiality of all Security Devices and Bank's Confidential Information which may be used in connection with the Services. The Client is responsible for ensuring that Security Devices will only be provided to and used by Persons properly authorized on its behalf for such purpose in connection with the Services. The Client will be bound by any use, including any actions or omissions resulting from the use, of any Security Device in connection, including any Document accessed, sent, received, accepted, or processed using an Electronic Channel.

6.5 Security Audits and Testing. The Bank and its Representatives may conduct periodic audits and tests of any Services and Electronic Channels used by the Bank, the Client, and otherwise in connection with any Services, including to investigate any technical difficulties, security incidents, or deficiencies, or any actual or potential breach of security. Any Services or Electronic Channels may be temporarily unavailable during such audits and tests. The Client will cooperate in connection with such audits and tests.

6.6 Revisions and Improvements. We reserve the right to make changes, at any time, in the rules of operation, accessibility, security procedures and provisions, type and location of Service resources, administration, features and functions.

6.0 Security and Online Banking *(continued)*

6.7 Binding Effect. If the Bank receives any Document from or in the name of or purporting to be from or in the name of, the Client or any Person on the Client's behalf, then the Document will be considered duly authorized by, binding on, and enforceable against, the Client. The Bank is authorized to rely and act on the Document even if it differs in any way from any previous Document sent to the Bank. The Bank is also authorized to rely and act on any signature appearing on a Document that is, or purports to be, a signature of the Client or any Person on the Client's behalf, including any electronic signature, as being valid, authorized by, and binding on, the Client. For the purpose of this clause, the term "electronic signature" refers to electronic signatures that are encrypted by means of a private key or other encrypted signature creation device within the meaning of the Electronic Transactions Act (ETA) of Saint Lucia. The Bank reserves the right to refuse acceptance of electronic signatures that do not accord with the ETA and to accept electronic signatures from only select providers of encrypted signature services.

6.8 Communication Methods. Mail, courier, unencrypted Documents, or unencrypted Electronic Channels, including facsimile or email, may be used in connection with the Services, including for the delivery of Service Materials and Documents, including Instruments and information relating to Instruments to and from the beneficiary of the Instrument, intermediaries, the beneficiary's financial institution, or any other Person designated by the Client or a beneficiary, as applicable. This information may include the Client's Confidential Information, personal information, and other information relating to Instruments, including payor and payee names, payment amounts, account numbers, and details for the disposition of payments, and related goods or services. The Client is responsible for advising all applicable Persons of the delivery methods which may be used in connection with the Services. The Client assumes full responsibility for the risks associated with the communication methods used in connection with the Services, including the risks that the use of mail, courier, unencrypted Documents, or unencrypted Electronic Channels is not secure, reliable, private, or confidential, and any Security Device or Document accessed, sent, received, accepted, or processed using any of these communication methods is subject to interception, loss, or alteration, and may not be received by the intended recipient in a timely manner or at all.

6.9 Electronic Communication. All communication between the Bank, the Client, and any other Person in connection with the Services, whether through an Electronic Channel or otherwise, will take place in accordance with the Agreement. A Document, including any Instrument, which is accessed, sent, received, accepted, or processed through an Electronic Channel shall have the same legal effect as if in written paper form signed by the Client, and will constitute a "writing" for the purposes of Applicable Laws.

6.10 Functionality and Features. Not all of the same functionality or features may be accessible or available at all times for all Services or Electronic Channels.

6.11 Electronic Evidence. Electronic records, information, or other Documents maintained by the Bank in electronic form will be admissible in any legal, administrative, or other proceedings as conclusive evidence of the contents of those records, information, or other Documents in the same manner as an original paper Document. Client waives any right to object to the introduction of any such records, information, or other Documents into evidence on that basis.

SECTION 7.0

Additional Representations, Warranties, and Covenants

7.1 Ongoing Representations, etc. Each time a Service is used, the Client implicitly represents, warrants, covenants, and agrees that: (i) these Terms and Conditions are and remain in full force and effect as a binding and enforceable agreement between the Bank and the Client;

(ii) the Client, each of its Documents, and each use of the Services complies with these Terms and Conditions, Applicable Laws, its constating documents, and any by-laws, resolutions, or other applicable obligations;

(iii) the Client, each of its Documents, and each use of the Services complies with the Bank's policies, procedures, and guidelines which may be more rigorous than Applicable Laws, to the extent the Client has notice of such policies, procedures, and guidelines; (iv) it has all licenses, authorizations, consents, and approvals required under Applicable Laws, its constating documents, and any by-laws, resolutions, or other applicable obligations, including to enter into and perform its obligations under these Terms and Conditions, each of its Documents, and in connection with each use of the Services;

(v) the entering into and performance of these Terms and Conditions, each of its Documents, and each use of the Services are within its powers, have been duly authorized by all necessary actions, and do not and will not conflict with any Applicable Laws, its constating documents, or any by-laws, resolutions, or other applicable obligations;

(vi) the Client and each Person using a Service on the Client's behalf, including each Person specified in an Authorization Form and the Person's delegates, possess the necessary signing authority and other power and authority to bind the Client or other Person if the Services are being used by, for, or on behalf of the other Person in accordance with Section 2.4; (vii) the Client is a sole proprietor, Corporation, partnership, association, society, or other legal entity duly organized, validly existing, duly qualified, and in good standing under Applicable Laws, including in the jurisdiction of its organization and in each jurisdiction where the Client carries on business; (viii) any business name or trade name identified in these Terms and Conditions are solely owned by the Client, and the Client has all necessary rights, powers, and authorities for any use of a business name or trade name in connection with the Services; and

(ix) all information in these Terms and Conditions and any other Document provided to the

Bank from time to time in connection with these Terms and Conditions or the Services are and will continue to be true, complete, and accurate in all respects, and the Client will provide the Bank at least thirty (30) days' prior written notice of any change to such information, including notice of any change to any Authorization Form, Controlling Persons, Substantial Owner, the business or services provided by the Client, or any breach of the Client's representations, warranties, covenants, agreements, or other terms of the Agreement.

7.0 Additional Representations, Warranties, and Covenants *(continued)*

7.2 Representation as to Tax Status. Client acknowledges and agrees that the services and products we offer may have tax consequences that are applicable to you. We do not provide tax, investment, legal or accounting advice in relation to any of the services or products we offer.

Each time a Service is used, the Client and its Representatives implicitly represents, warrants, covenants, and agrees that: (i) information regarding Client's tax residency and citizenship, including disclosures on any Tax Certification Form is true and complete;

(ii) Client is responsible for timely paying any taxes owing to any taxation authority in relation to such Accounts; (iii) Client has filed and will continue to file truthfully all necessary tax returns, forms and disclosures with respect to all of your transactions and Accounts with the relevant tax Authorities (iv) Client acknowledges that by being a party to any transaction in US dollars, Client must comply with US laws, in particular, with regulations issued by OFAC. OFAC regulations impose trade restrictions and prohibit financial and other transactions with certain foreign countries, entities and individuals ("Prohibited Persons") as notified by OFAC (the "OFAC list"); (v) Client has taken appropriate legal and tax advice with respect to the establishment and operation of the Account and fully understands the tax obligations (including but not limited to, tax payment or filing of returns or other required documentation relating to the payment of all relevant taxes) in all relevant jurisdictions in relation to the opening and use of the Accounts; (vi) all funds to be deposited in the Account have been declared for tax purposes where required by law and comply with all fiscal regulations in all pertinent jurisdictions in which the Client is required to file a tax return, and no responsibility whatsoever shall be placed on the Bank for the Client failing to do so; and, (vii) for the purposes of the laws of Saint Lucia, the source of funds for the Initial Deposit or any further deposits to the Account is not connected in any way with illicit transactions and in particular to drug trafficking, arms trading, corruption, bribery or money laundering or a Restricted Business.

7.3 Indemnity. Client agrees to hold harmless and to indemnify the Bank for any Loss incurred by the Bank as a result of any representations in this Section 7 being inaccurate, incomplete or untrue.

SECTION 8.0

Compliance Obligations

We are required to act in accordance with Saint Lucia and international laws and regulations, and within our policies and those of other financial institutions in other jurisdictions from which we operate and with which we carry out banking transactions (referred to generally herein as “laws, regulations and policies”) relating to anti-money laundering, anti-terrorism, proliferation financing, anti-bribery and corruption, prevention of fraud, prevention of tax evasion, prevention of Financial Crime and other criminal activities and such other laws, regulations and policies from time to time in effect.

In carrying out our duties under these laws, regulations and our policies, we may, without notice to you, intercept and carry out investigations on Transactions, payment instructions or other instructions sent to us whether by you or for your benefit and make further enquiries relating to any such transaction. This may, inter alia, require us to disclose information to Saint Lucia or other governments or regulatory authorities, or other financial institutions without disclosure to you.

In carrying out our duties under Applicable Laws, we will monitor your account activity and information relating to your accounts. We may from time to time require additional information about you or any Controlling Person or Substantial Owner, the operation of your accounts or updated account documentation and supporting government photo identification. We may require such documentation to be duly certified as true copies, and which we may, at our sole discretion require them to be duly notarized by a notary public/royal. You agree to provide us with such information as may be requested from time to time.

We will not be liable for any Losses (whether direct loss or consequential) (e.g., due to interest rate change, price change, etc.) or damages suffered by you or any other party, caused by any such delays or failure by us in performing any of the duties or obligations in carrying out our duties in compliance with such laws, regulations or policies.

SECTION 9.0

Collection, Use, and Disclosure of Information

9.1 Meaning of Client. For purposes of this Section 9, “Client” means the Client, Controlling Persons and Substantial Owners.

9.2 Collection of Information. We will only collect your information in a lawful manner and when we have a valid reason to do so. Generally, we collect Client Information in the following ways: (i) when you submit any form, including application, declaration, proposal or referral forms; (ii) when you enter into any agreement, provide other documentation or information relating to your interactions and Transactions with us, or when you use our Services; (iii) when you interact with us (including Client service officers, relationship managers, and our automated systems for example, via telephone calls (which may be recorded), letters, online chat, fax, face-to-face meetings and e-mail); (iv) when you use Services provided through PROVEN Connect and our website; (v) when you ask us to contact you, include you in an e-mail or other mailing list, or participate in our promotions and other marketing initiatives; (vi) when you interact with us via our websites and platforms, or use services on our websites and platforms; (vii) when you respond to a request from us for additional Client Information; (viii) from third party sources to which you have given your consent or if the collection of your Client Information is necessary to comply with applicable data protection laws; (ix) when you use PROVEN Connect and PROVEN Connect Services; (x) when you send any Client Information to us for any other reason.

9.3 Purpose and Use. Generally, the Bank collects, uses and discloses your Client Information for the following purposes: (i) responding to, processing and handling your complaints, queries, requests, feedback and suggestions; (ii) establishing and verifying your identity; (iii) managing our administrative and business operations; (iv) facilitating corporate restructuring processes and business asset transactions (which may extend to any mergers, acquisitions or asset sales) involving any of the PROVEN Group; (v) requesting feedback or participation in surveys, conducting market research or analysis for statistical, profiling, or other similar purposes. These other purposes include the development, design and improvement of our products and services, and understanding Client behaviour, preferences, and market trends; (vi) preventing, detecting, and investigating crime and Financial Crime (vii) analyzing and managing commercial risks; (viii) managing the safety and security of our premises and Services; (ix) project management; (x) marketing offers and promotions in relation to products and services; (xi) in connection with any claims, actions or proceedings (including drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and in protecting and enforcing our contractual and legal rights and obligations; (xii) managing and preparing internal and external reporting; (xiii) training our employees to provide better products and services to you; (xiv) to determine service levels; (xv) meeting or complying with any applicable laws, regulations, policies, procedures or guidelines issued by any legal or regulatory bodies which are binding on us, or which we have been advised, recommended or informed that we are expected to comply with (including disclosures to regulatory bodies, conducting audit checks, surveillance and investigation, and

due diligence), internal policies, assisting law enforcement or investigations by relevant authorities; (xvi) for the deployment of safe management measures and other response measures that are necessary in the event of an emergency; and (xvii) any other purpose relating to or reasonably necessary for any of the above or in connection with the Services.

9.4 Confidentiality and Disclosure of Information. Unless otherwise agreed by us in writing, all Client Information should be provided in an unredacted form. The Bank agrees to keep Client Information and our dealings with the Client confidential at all times. However, notwithstanding, we may give details of you and your account with us: (i) where permitted by law; (ii) where required by Applicable Laws; (iii) where we have a public duty to do so (iv) where it is, in our opinion, necessary to protect our or your interests or, (v) where you request us to do so on your behalf. The Bank may give information about you and how you manage your account(s) to other entities within the PROVEN Group and/or to any third party as a result of any restructure, sale or acquisition of any company within the PROVEN Group, provided that any recipient uses your information for the same purposes as it was originally supplied to us and/or used by us.

The Bank reserves the right to transfer, retain, or maintain any information in relation to you, your accounts, our product or service whether within or outside Saint Lucia in such manner as, we in our absolute discretion, consider appropriate, and reserve the right to engage such agents, whether within or outside Saint Lucia as, in our absolute discretion, we shall consider appropriate to fulfill our duties more efficiently or for the purpose of complying with our obligations pursuant to Applicable Laws and regulations. The information in relation to you which we may share with our agents for the purposes of fulfilling our duties more efficiently shall be only to the extent necessary for those duties to be fulfilled.

Accordingly, where the Bank deems necessary for business purposes, we may need to transfer or disclose such information to counterparties, affiliates and third parties or where compelled by law or regulatory procedure, to regulators and enforcement agencies. The Client understands and agrees that the Bank may disclose any information held by it in relation to the Client and the relationship, account, product or service whether or not confidential in nature: (i) to the Bank's counterparties, agents, affiliates, professional advisers or other service providers whether within or outside Saint Lucia, where the Bank considers such disclosure necessary or appropriate for business purposes or to enable us to properly and efficiently fulfill our duties; or (ii) where such disclosure is required by any Applicable Law or order of any court of competent jurisdiction or pursuant to any direction, request or requirement (whether or not having the force of law) of any central bank, governmental or other regulatory or taxation agency authority with appropriate jurisdiction and pursuant to due legal process.

9.5 Data Security. We are committed to protecting your personal information in accordance with all applicable data protection laws. Please refer to our Privacy Policy to understand how we collect, use and manage your data .

9.0 Collection, Use, and Disclosure of Information *(continued)*

9.6 Access to Personal Information. The Client may obtain access to their Client Information with the Bank at any time, including to review its content and accuracy and have it amended as appropriate, except to the extent this access may be restricted as permitted or required under Applicable Laws. To request access to Client Information, or to lodge a complaint

about the use of your Client Information, please contact our Compliance Officer at: +1-758-731-7100.

9.7 Client Information. The parties will treat all Client Information in accordance with the Data Protection Act of Saint Lucia and all Applicable Laws. From time to time, the Bank may request the Client take steps, including the entering into additional Documents, to ensure the protection of Client Information and compliance with all Applicable Laws. The Client will promptly comply with these requests.

9.8 Other persons. The Bank is not responsible for any Losses that occurs as a result of any use, including any unauthorized use, of information by any person, other than the Bank and its Representatives to the extent agreed by us in these Terms and Conditions.

9.8 Consents, etc. The Client confirms that any necessary consent, approval, or authorization of any Person has been obtained for the purposes of collecting, using, and disclosing their Personal Information in accordance with these Terms and Conditions and Applicable Laws.

SECTION 10.0

Intellectual Property

10.1 Ownership. The Bank (or, if obtained under a lease or license, the lessor or licensor) will retain all ownership rights in the Services, Service Materials and the Bank's Confidential Information, including any trademark, copyright, and other intellectual property rights.

10.2 License. The Client is granted a non-exclusive, non-transferable, revocable, royalty-free, and limited license to use the Service Materials solely for the purpose for which they are provided in connection with the Services, and not for any other purpose. The Client is not entitled to transfer or assign its license to use the Service Materials. The Client's license to use the Service Materials will end immediately on termination of the license or the Service to which the license relates. Immediately after the license ends, the Client will return the Service Materials to the Bank together with any copies.

10.3 Intellectual Property. The Bank is the owner of all intellectual property rights subsisting on its website owned or operated by or on behalf of the Bank. Unless otherwise indicated, trademarks, logos, and all works, including texts, images, illustrations, software, HTML codes, audio clips, and videos, appearing on the website or otherwise in connection with any Services are the Bank's property. Nothing in these Terms and Conditions is to be interpreted as conferring a right to use the Bank trademarks, logos, or works in any other way.

10.4 Publicity. The Client may not use the Bank's name or any of the Bank's trademarks or other intellectual property in any advertisement, brochure, public message, other marketing efforts or otherwise without the Bank's prior written consent.

SECTION 11.0

Fees and Charges

11.1 Payment Obligation. The Client will pay the Bank's standard fees and charges applicable to the Services as per its Fee Schedule when they are due, unless otherwise agreed in writing by the Bank, together with applicable taxes. All fees and charges are expressed exclusive of deductions and withholdings. If any deductions or withholdings are payable, the fees and charges may be increased by the amount of such deductions or withholdings.

11.2 Changes. Subject to compliance with Applicable Laws, the Bank may change any fees or charges or add new fees or charges as per or on its Fee Schedule, at any time.

11.3 Other Charges. The Client is responsible for the payment of any fees, charges, taxes, or other Amounts Owing to other Persons in connection with the Services.

11.4 Payment Method. The Bank may debit any Account to collect fees, charges, taxes, and other Amounts Owing in connection with the Services. The Bank and other persons, including intermediaries and beneficiaries' financial institutions, may also deduct applicable fees and charges from the amount of an Instrument. Unless otherwise agreed in writing by the Bank, payment must be made in money which is legal tender at the time of payment.

SECTION 12.0

Set-off and application of Funds

12.1 Account Balances. The Bank may, at any time, and without notice, apply any credit balance (whether due or not) in any Account, or in any other account in the Client's name or to which the Client is beneficially entitled, maintained at the Bank, a member of the PROVEN Group or an agency of the Bank whether within or outside Saint Lucia, towards the payment of any obligation (including any contingent obligation) of the Client to the Bank, whether in the same or other currency, and even if this creates an overdraft, or increases an overdraft.

12.2 Term Deposits. We can break any fixed term deposit with ourselves and apply the proceeds to the overdraft plus any fees, charges, or other expenses incurred and owing to us. This right of set-off is in addition to, and in no way derogates from the Bank's rights of consolidation and set-off under Applicable Laws.

12.3 Collateral. All collateral held as security now or subsequently held by us will also be used as security for any and all unauthorized indebtedness, without any obligation to provide notice to you to apply such security to such indebtedness.

SECTION 13.0

Liability and Disputes

13.1 Disclaimer of Liability. The Bank is not responsible for any Losses, except to the extent caused directly by the Bank's gross negligence or willful misconduct and subject to other limitations under these Terms and Conditions.

13.2 Additional Limitations. Even where the Bank is negligent, and regardless of the cause of action, the Bank is not responsible for any Losses that are indirect, consequential, special, aggravated, punitive, or exemplary damages, including lost profits. Even where the Bank is negligent, and regardless of the cause of action, the Bank is also not responsible for any Losses resulting from any of the following: (i) the actions of, or failure to act by, any other Person except for the Bank's Representatives who are acting in accordance with the Bank's specific instructions; (ii) mistakes or errors in, omissions from, inaccuracy or inadequacy of, or delays with, any Document provided to the Bank or its Representatives; (iii) the Client, including any of its Representatives: (A) failing to comply with these Terms and Conditions or any other Document applicable to the Services; (B) engaging, either alone or with others, in any fraudulent, unlawful, dishonest, or other improper acts or omissions; (C) carrying out a Transaction, including if the Transaction is the result of any mistake or errors in, omissions from, inaccuracy, or other inadequacy of, or delays with any Document provided to the Bank or its Representatives; (D) disclosing or sharing, or agreeing to the disclosure or to otherwise compromise, any Security Device; (E) leaving the Bank's website and linking to and from any other Person's website; or (F) failing to adequately cooperate with the Bank in a related investigation; in each case, as determined by the Bank, acting reasonably; (iv) anything beyond the Bank's control, including Losses resulting from: (A) Force Majeure; (B) any delay, error, interruption, or failure by the Bank to perform or fulfill its obligations due to any cause beyond the Bank's control, including any systems malfunction, technical failures, or if a Document retrieved by the Bank is not timely, complete, or accurate; or (C) any communication facilities or Electronic Channels that are not under the Bank's control, including communication facilities that may affect the timeliness, completeness, or accuracy of a Document or that may cause a delay in the retrieval or presentment of any Document; (v) the Bank relying or acting on any Document, including a Document accessed, sent, received, accepted, or processed through an Electronic Channel, pursuant to these Terms and Conditions; or (vi) the transmission of any disabling code or other destructive or contaminating properties through an Electronic Channel, or any related damage to any computer systems.

13.3 Third Party Disputes. Except as otherwise provided in these Terms and Conditions, the Bank is not responsible for any Dispute the Client may have with any other Person, including its clients, payees, or creditors or any Beneficiary, as a result of these Terms and Conditions or any Service. The Client assumes full responsibility for resolving any such Dispute directly with the Person in a manner that does not adversely affect the Bank. The Bank is not responsible if the Person: (i) does not credit the Client for an Instrument for whatever reason; (ii) charges the Client fees or penalties related to an Instrument; or (iii) does not supply the goods or services purchased or if the goods or services supplied are not suitable.

13.4 Indemnity. Except to the extent caused directly by the Bank's gross negligence or willful misconduct, the Client indemnifies and holds harmless the Bank from and against any Losses in connection with the Agreement, the Services, or any other dealings between the Bank and the Client.

13.5 Force Majeure. Each party will notify the other, as soon as possible, of an actual or anticipated Force Majeure which may affect any Service, and a summary of the action to be taken by it as a result.

SECTION 14.0

Changes

14.1 New Services. When a new service is offered by the Bank, the service is deemed to be a “Service” under these Terms and Conditions, and subject to the said Terms and Conditions immediately when the Client is enrolled in, authorized for, or uses the service, without any other action required by the Client, the Bank, or any other Person.

14.2 Changes to Services. The Bank may add, remove, or change any part or feature of the Services without providing notice to the Client.

14.3 Changes to Terms and Conditions. The Bank may at any time amend, supplement, restate, or otherwise change these Terms and Conditions by giving the Client notice of the change through announcements in the Bank’s website for the Services or otherwise by giving the Client notice in accordance with Section 16.1. If the affected Services are used after the date of the notice of change or effective date of the change, whichever is later, the Client is deemed to have agreed and consented to the change. If any change is not acceptable to the Client, the Client must immediately stop use of the affected Services and contact us for assistance. The Client agrees to be bound by the latest version of the Schedules and Service Materials from time to time made available on the Bank’s website for the Services, via email, on the PROVEN Connect platform or otherwise provided to the Client. The Client agrees to regularly review these and any notice of change outlined above.

SECTION 15.0

Termination

15.1 Termination of Service. The Bank or the Client may terminate any Service at any time by giving the other written notice at least thirty (30) days prior to the effective date of termination, or as otherwise mutually agreed in writing by the parties.

15.2 Termination of Agreement. The Bank or the Client may terminate the Agreement at any time by giving the other written notice at least thirty (30) days prior to the effective date of termination, or as otherwise mutually agreed in writing by the parties. For greater certainty, termination of the Agreement will result in termination of all of the Services at the same time.

15.3 Immediate Suspension or Termination. The Agreement shall terminate immediately on the Bank receiving written notice (with supporting documents) of the Client's death or mental incapacity.

The Bank may immediately suspend or terminate any Service or the Agreement, in whole or in part, without prior notice, if: (i) required by Applicable Laws or a Regulatory Authority; (ii) there is, has been, or we have reasonable grounds to anticipate, a security breach or breach of Applicable Laws in connection with the Services; (iii) there is, has been, or we have reasonable grounds to anticipate, a breach of the Agreement or any other Document applicable to the Services which is, in our discretion, incapable of being cured to our satisfaction, or, if curable, is not cured to our satisfaction within thirty (30) days of notice of such breach having been provided by the Bank to the Client; (iv) an event of Force Majeure continues for a period of thirty (30) consecutive days; (v) any proceedings are commenced, an order is made by a court of competent jurisdiction, or resolution of the directors or shareholders of the Client is passed for the dissolution, bankruptcy, winding-up, or liquidation of the Client; or (vi) the Bank determines, in our discretion, there has been a material adverse change in the financial condition of, including an act of insolvency by, the Client or any other person which could affect the Services.

15.4 Suspension or Termination of Services. Suspension or termination of any Service under the Agreement will not terminate, negate, or lessen any of the Client's responsibilities or obligations under these Terms and Conditions, and suspension or termination of any Service will not impair any of the Bank's rights under these Terms and Conditions.

SECTION 16.0

Miscellaneous

16.1 Delivery of Documents, etc. Any Document, including any disclosure or notice of change to the Agreement, may be delivered using one or more means of communication, which may include: (i) delivery in paper form; or (ii) delivery in electronic form using any Electronic Channel, including posting on the Bank's website. Any Document in paper or electronic form will be deemed to have been given and received on the day of delivery or posting (including, for the avoidance of doubt, on the Bank's website), if delivered or posted before 4:00 p.m. (Saint Lucia time) on a day the Bank is open for business to the public in Saint Lucia. Otherwise, any such Document will be deemed to have been given and received on the next following day the Bank is open for business to the public in Saint Lucia. Documents will be delivered or sent by registered post to the Client using the most recent contact information for the Client held by the Bank. The Client will provide prior written notice to the Bank of any changes to the contact information contained in the Bank's records.

16.2 Electronic Documents and Consent. The Client designates the PROVEN Connect as its designated information system, and consents to the provision by the Bank, and receipt by the Client, of any Document through that Electronic Channel. Where the Services provided to the Client do not include PROVEN Connect, the Client designates its Secure Messaging as its designated information system. Where the Services provided to the Client do not include either PROVEN Connect or Secure Messaging, the Client designates either: (i) facsimile (at the facsimile number provided by the Client); or (ii) electronic mail (at the e-mail address provided by the Client) as its designated information system. The Client recognizes that: (i) the Client may revoke its consent under this provision at any time, in whole or in part if the option to partially revoke is provided by the Bank; (ii) the Client is responsible for informing the Bank of any changes to a designated information system where the Bank is in a position to accept such instructions at the Bank's discretion, and of any changes to the contact information related to any designated information system; (iii) any Document will be held in accordance with the Bank's enterprise record retention policy, and will be made available to the Client during the applicable retention period; (iv) the Client is responsible for retaining a copy of each Document; and (v) this consent takes effect immediately. The Bank may provide the Client with any Document in paper form if the Bank deems appropriate, or if the Bank is unable to provide the Document in electronic form through the Electronic Channels at the above-noted designated information systems. The Client is responsible for accessing the designated information system on at least a monthly basis, if applicable, in order to check for any notices provided pursuant to this Section.

16.3 Service of Legal Process. The Client irrevocably consents to service of any pre-action demand or any legal proceedings to settle any dispute or claim arising out of or in connection with this Agreement by electronic mail to the Client's last known electronic mail address or by registered post to the Client's last known address, as determined using the most recent contact information for the Client held by the Bank. Service by registered post shall be deemed completed ten (10) days after the date indicated on the post office or courier receipt. Service by electronic mail shall be deemed completed as provided by section 16.1. Nothing contained in this Agreement shall affect the right to serve process in any other manner permitted by law.

16.0 Miscellaneous *(continued)*

16.4 Default. The Client will be in default by the mere lapse of time fixed for performing an obligation.

16.5 Abandoned Property. The property of the Client which is presumed to be abandoned under the International Banks Act shall be dealt with in accordance with the said International Banks Act or as otherwise provided by the laws of Saint Lucia.

16.6 No Waivers. No delay or omission by either party to exercise any right or power it has under these Terms and Conditions will impair or be construed as a waiver of such right or power. No waiver of any provision of these Terms and Conditions will be effective unless agreed in writing by the Bank.

16.7 Covered Persons. The Agreement, these Terms & Conditions and relevant Service Materials apply to a Client in respect of the Account and use of the Services. It extends to any persons, including attorneys, signatories or agents/third parties the Client authorizes to give instructions on an Account or to use a Service. It replaces any previous account agreement(s), regulations or terms and conditions for conducting business with the Bank.

16.8 Successors and Assigns. These Terms and Conditions may not be assigned by the Client, either in whole or in part, unless agreed in writing by the Bank. These Terms and Conditions will constitute the continuing consent and agreement of the Client, and will bind and ensure to the benefit of each party and its heirs, executors, liquidators of successions, administrators, and other legal representatives, successors, and assigns.

16.9 No Fiduciary Relationship. These Terms and Conditions do not create any fiduciary obligations or relationship between the parties. The Client understands and acknowledges the merit and risk associated with these Terms and Conditions and each Service, and acknowledges it has sufficient knowledge and experience to evaluate and assume such merit and risk.

The Client will not construe any information provided by the Bank as legal, tax, investment, financial, or business advice or counsel. The Client is relying on the advice of its own advisors and counsel, which are unaffiliated with the Bank, for purposes of entering these Terms and Conditions and using any Service.

16.10 No Third-Party Beneficiaries. These Terms and Conditions are only for the benefit of the Bank and the Client, and is not intended to confer any legal rights, benefits, or remedies on any other Person except to the extent otherwise provided in these Terms and Conditions. There are no third-party beneficiaries to these Terms and Conditions.

16.11 Further Assurances. The Client shall do and perform or cause to be done and perform all such acts and things and shall deliver and execute all such further agreements, certificates, instruments and Documents that the Bank may reasonably require to carry out the intent and accomplish the purposes of the Agreement and the transactions contemplated hereby.

16.12 Conflict. In case of a conflict between the Terms and Conditions and the terms and conditions specific to a Service, the Service Material would prevail to the extent of the conflict.

10.13 Enforceability. If we cannot enforce any one condition, whether in accordance with these Terms and Conditions, the Service Materials or any additional terms and conditions that may be specific to any of our products and services, this will not affect our right to enforce any other condition whether they may be in accordance with those in this document or any specific terms and conditions for any of our products and services. The remainder of the Agreement shall continue in full force and effect as if the Agreement had been executed without the unenforceable portion.

10.14 Language. These Terms and Conditions, any specific terms & conditions and Service Materials, any and all Documents and notices required to be delivered pursuant to these Terms and Conditions, will be drawn up in the English language. If any Document, notice, certificate, instrument, communication or other document required to be delivered to the Bank pursuant to the Agreement is not originally executed, delivered or given in English, Client shall, concurrently with the delivery of such Document, notice, certificate, instrument or other document, additionally and at Client's expense, furnish the Bank a certified English translation acceptable to the Bank.

10.15 Recording of telephone calls. In accordance with standard practice in the financial services industry, telephone calls may be recorded for security and audit purposes.

10.16 Survival. Termination of any Service or the Agreement will not affect the rights and remedies of each party accrued to the date of termination, nor will it affect any provision of the Agreement which, by its nature, should apply after termination.

10.17 Counterparts. The Agreement may be entered in parts and each part may be entered using an Electronic Channel. Together all parts constitute one and the same Agreement.

10.18 Governing Law. These Terms and Conditions and all legal relations between the Bank and the Client shall be governed by the laws of Saint Lucia and the Client hereby irrevocably submits to the jurisdiction of the courts of Saint Lucia. Notwithstanding the previous sentence, the Bank's submission to the jurisdiction courts of Saint Lucia shall not limit the Bank's rights to bring action against the Client in any other court of competent jurisdiction.



PART C

ADDITIONAL TERMS FOR SPECIFIC SERVICES

(continued)

This Part of the Terms and Conditions contains terms for specific Services which may not be used by the Client at the time the Client enters into the agreement. The terms for each of these Services will become applicable to the Client when the Client is enrolled in, authorized for, or uses the Service.

SECTION 17.0

Accounts

17.1 Trust Funds. The Client continuously represents, warrants, covenants, and agrees that there are no funds in any Account which are subject to a trust or ownership interest in favour of any other Person (a “Beneficiary”), except to the extent the Bank has agreed to the use of the Account for such purpose, and the Bank has coded the Account as a trust account in its records. If an Account contains trust funds, the Client represents, warrants, covenants, and agrees that: (i) the Client has the legal capacity and power, authority, and discretion to deposit the trust funds in the Account and provide any other instructions regarding any trust funds or Account, including with respect to the deposit, investment, and withdrawal of the trust funds and the opening, operating, and closing of any Account, and that this power, authority, and discretion may be delegated by the Client to any Person, including as specified in any Authorization Forms, Service Materials, or other Document held by the Bank; (ii) the Client is in compliance, and will comply, with all Applicable Laws and other obligations, including those applicable to any trust funds, Account, or Beneficiary; (iii) the Bank does not have knowledge of, and is not bound to see to the execution of, any trust, Applicable Laws, or other obligation to which any trust funds, Account, or Beneficiary is subject.

17.2 Statements

Transaction Statement. Unless specifically noted under any individual product Terms & Conditions, or unless specifically arranged otherwise, the Bank will not issue periodic statements. You are able to download your account activity on PROVEN Connect back to January 2015 (or the date of your online activation, whichever is later. Your account transaction history will remain available on PROVEN Connect for a minimum of one year.

Account Statement. At the request of the Client, the Bank will issue an Account Statement with beginning and ending balances and including transaction activity for the covered period. A statement fee will be charged to provide issued Account Statements.

Acceptance as final and binding. Unless we receive written notice from you stating otherwise, and within 30 days of the record of a Transaction on PROVEN Connect or 30 days from receipt of issued statements (or within 30 days within which we have deemed you to have received statements), you agree that our records, as recorded in the statements are conclusive evidence of your dealings with us, are correct, complete, fully authorized and binding. You further release us from all responsibility for all account activity preceding said statements including all transactions in the account pertaining to any errors, omissions, irregularities, fraud, or unauthorized activities including negligence, but excluding any gross negligence or willful misconduct by any one of our employees.

17.3 Credit Balances

Interest Credit. Unless otherwise agreed in writing by the Bank, amounts standing to the credit of an Account will not bear interest. Interest may be payable and credited on qualifying account credit balances in the Bank's sole and absolute discretion. Interest at the rate we determine will be computed on the daily balance and credited monthly unless otherwise stated in specific product and service guides.

Negative Interest. Depending on central bank rates and prevailing market conditions, certain currency Accounts may attract negative interest at the rate determined by the Bank in its discretion. The interest rate charge will be deducted from the credit balance of those currency Accounts.

17.4 Non-cash Instruments

You agree that all non-cash Instruments deposited to your account will not be credited until such time as the Instrument has fully cleared as clear funds through the banking systems and we have received actual and irrevocable payment. If an Instrument should not be paid, the Client will ensure the Bank is provided instructions not to pay the Instrument within the timelines prescribed by the Bank. You further indemnify us for any expenses or additional costs incurred by us arising from these transactions on your Account.

17.5 Overdrafts and Adjustments

You agree to always keep a credit balance in the Account. Client will not withdraw, transfer, or pay from an Account an amount that exceeds the Account balance. The Bank has no obligation to honour any Instructions which would result in an Account being overdrawn.

If an Account is overdrawn, thus creating an overdraft on the Account, Client must immediately pay the Bank that overdraft amount in the corresponding currency plus interest at the Bank's standard overdraft rate.

The Bank may debit or adjust any Account, even if the debit creates an overdraft or results in an Account being overdrawn for any amount that we determine, in our discretion, was credited to the Account, or otherwise paid to you or on your behalf, as a result of:

(i) an error or (ii) a transaction undertaken without an Account owner's authorization. You acknowledge and agree that you do not acquire rights to funds deposited into your Account due to the Bank's error merely by virtue of the fact that such deposit has been made.

17.6 Charge over your Account

You may not transfer, charge or give as security any part of your account or any of your rights under any of these Terms & Conditions, or any additional Terms & Conditions that may be specific to any of our products and services, to anyone else, unless we specifically agree in writing.

17.7 Interest & Foreign Exchange Rates

Interest, at a rate we will determine, will be computed on the daily principal balance on qualifying deposits. In the case of credit facilities, interest will be credited quarterly on the last business day of each quarter and unless otherwise stated in specific agreements or in individual product Terms & Conditions, interest will normally be credited monthly for all other interest-bearing products. Interest rates and foreign exchange rates are subject to market conditions and may change at any time. Applicable interest rates, lending rates and foreign exchange rates are available on our website.

17.8 Closing Your Account

Client's Request. You may close your Account at any time for any reason and we will forward the available funds on your account in accordance with your written instructions. We will, among other requests, ask that:

- you return all cards issued on your Account
- you repay any money you owe to us including the amount of any cheques, outstanding card
- transactions; or other payment instructions you may have made
- you inform all third parties with whom you have arranged direct debits and/or standing orders of the closure of your Account
- you provide us with updated contact information in order to arrange any final settlements
- you return the RSA Token provided for PROVEN Connect, if applicable.

We may require you to maintain balances in your account until we verify any of the above, and until all outstanding payments are completed.

Bank's Right: We may refuse a deposit; limit the amount that may be deposited, return all or any part of deposit, or close any account by giving thirty **(30) days' notice** and without specifying any reason. Notwithstanding the foregoing, we may block or close your account **immediately and without notice to you, where:** (i) required to comply with Applicable Laws, regulations or our policies; (ii) we consider the account activity is not in accordance with the expected activity based on information you have previously provided to us; (iii) we have reasonable grounds to believe that you did or may commit fraud, used or will use the account for any unlawful purpose, or caused or will cause us a Loss; (iv) pending a valid documentation request which remains unsatisfied or for any other reason as determined by the Bank. We are not required to specify any reason, in any event.

17.9 Dormant Accounts

You undertake to make every effort to keep your Account active at all times by making regular (at least every three (3) years) deposits or withdrawals into and out of your account; and in the case of fixed deposits, contacting us to update or confirm your instructions on a regular basis (at least at the expiry of each term).

For your protection against fraud, during the existence of the Account when there are periods of time within which you have not initiated deposits or withdrawals in accordance with what is deemed by us to be normal for the Account or in accordance with what you have advised us to be considered normal activity for the operation of your Account (typically three (3) years), the Account's status will be modified to "dormant" and will be subject to reactivating dormant account service fees in accordance with our Schedule of Fees. Monthly maintenance fees and applicable charges, (such as Minimum Balance charge, as appropriate) continue to apply. Credit balances in a Dormant Account will not bear interest.

Once an Account is considered "dormant", we will apply more rigorous controls on the account and any transactions applied to the account. Transactions that are initiated on a dormant account will only be authorized after our further due diligence and once the originator of the transaction has been verified against our records. The Bank will not be liable for any additional costs or charges as a result of any delays caused by validating transactions and/or "reactivating" dormant accounts.

17.10 Unfunded and Underfunded Accounts

17.10.1 An Account which has not been credited with any funds within three (3) months of opening the Account, will be designated an Unfunded Account and will be automatically closed without notice to the Client. Once an Unfunded Account has been closed, the same Client requesting the opening of a new account will be subject to a processing charge, in addition to the standard account opening fee. Any outstanding fees and charges in respect of the Unfunded account must be paid before the new account is opened.

17.10.2 Should the credit balance in an Account fall below the Minimum Balance at close of business on any day of the month the account will be designated an Underfunded Account and a special service charge in that month in addition to the standard monthly Underfunded Account maintenance fee will be charged against the Underfunded Account in the relevant month.

SECTION 18.0

Fixed Term Deposits

18.1 Client may provide Instructions to the Bank to hold funds in an Account for a fixed term at the Bank's prevailing rates for term deposits. A term deposit must be maintained to the agreed maturity date. Interest on fixed term deposits will be credited to the Account only at maturity of the deposit.

18.2 If at the time of initial set-up, you instructed us to renew the deposit, then at the end of the term, the deposit will be renewed automatically for a similar term at the then applicable rate of interest, and will be renewed continuously per successive term on that basis until you cancel the renewal instruction. We must receive your Instructions to repay a deposit or vary its succeeding term no later than two business days prior to the deposit's maturity date.

18.3 Should we, in our absolute discretion, and without prejudice to our right to refuse, agree to repay a deposit prior to the maturity date, it will be subject to breakage fees of interest penalties in accordance with market rates and conditions that are deemed appropriate on the day of breakage. This may include a percentage of the deposit amount. Such fees and penalty rates will be calculated at the sole discretion of the Bank, and will be deducted from the proceeds of the deposit to be repaid.

18.4 Nothing contained in these Terms and Conditions will prevent a Client from granting the Bank a security interest in the Term Deposit, nor will anything in these Terms and Conditions diminish the Bank's right of set-off or compensation.

SECTION 19.0

Foreign Currency Transactions

19.1 Interest rates and foreign exchange rates are subject to market conditions and may change at any time. In the case of foreign currency requests, instructions are acted upon on days on which the currency is traded. If instructions are received on a holiday for the country of the currency, they will be acted upon on the next business day for that country.

19.2 For Transactions involving a currency different from the currency of your Account, the Bank will convert the funds to the currency of your Account at the applicable currency conversion rate established by us in our discretion for such purpose. The conversion rate in effect at the time you request a service may be different from the rate that we apply in effect at the time your transaction is completed in the relevant market.

19.3 Foreign exchange trade Instructions will be executed by the Bank within the standard settlement cycle unless the Client requests early settlement at the time of the trade Instruction. Early settlement requests will attract an early settlement fee charge.

19.4 The Bank will not execute foreign exchange trade instructions which are not for immediate executions or are subject to conditions.

19.5 The Bank is not responsible for any losses related to foreign currency conversions, including, without limitation, those resulting from a change to our currency conversion rates; any loss in the value of your Account due to an adverse change to such rates; or, the unavailability of funds due to foreign currency restrictions.

19.6 However, conversions in certain currencies may be delayed or may be impossible to execute due to market restrictions. The Bank will notify the Client as soon as the Bank becomes aware of such delay or failure to execute and the Bank shall not be liable for any Losses as result of such delay or failure of execution.

SECTION 20.0

Wire Transfers / Wire Payments

20.1 In addition to the Terms & Conditions for operating accounts, the following additional Terms & Conditions apply only to wire payments (including international transfers), unless otherwise indicated below. We shall not be liable for any Losses consequential or otherwise caused by fraud, delays, interruptions, misinterpretations or errors in transmission or payment which are not directly due to the gross negligence or willful misconduct of our own employees.

20.2 We are not responsible for checking details (including details of the beneficiary or the beneficiary's institution) that you provide.

20.3 We reserve the right to reject or otherwise delay any payment instruction that is deemed by us to be incomplete or lack supporting documents. From time to time, there may be instances where the Bank may need to seek further verification, authentication, and/or additional information before executing wire instruction requests. In such instances, we reserve the right to withhold processing of the wire request until telephone or such additional satisfactory confirmation with the Client has been made.

20.4 Incomplete and/or ambiguous instructions may cause delays or prevent the processing of the payment instruction. We will not be responsible for any claim or loss caused by such circumstances.

20.5 Bank charges are payable on wire transfers as outlined in the Bank's Fee Schedule and your beneficiary or beneficiaries may be charged fees, expenses and taxes by third parties. Where the Client has opted for the charges to be borne or shared by any beneficiary, the Client warrants, represents and undertakes that it has obtained the requisite consent for the application of such costs to the beneficiary.

20.6 Rejected payments will be credited back to the originating Account automatically less additional charges from us and our correspondent banks and foreign currency conversion costs (if applicable).

20.7 You shall be bound by and agree to hold us harmless against all obligations and responsibilities imposed by foreign laws. You warrant, represent and undertake that any transfers requested by you will not breach any Applicable Laws, these Terms and Conditions, the Agreement or any of the Bank's policies.

21. International Transfers

21.1 Once an international transfer has been sent, it cannot be cancelled or amended. You may request an international transfer to be recalled, and we will communicate your request to the beneficiary's bank.

21.2 If the beneficiary's bank agrees to return the funds to us, then upon confirmation of receipt of funds in our account, we will credit your Account at the current PROVEN retail buy rate for that currency set on that day.

22.3 Please note that the exchange rate may be different from the original rate applicable to the outbound transfer, which may result in a loss to you. Furthermore, the beneficiary's bank may assess charges for their services, which will be deducted from the amount returned to you.

22.4 We will have no liability to you if the beneficiary's bank or foreign beneficiary refuses your request to recall the international wire transfer.

SECTION 22.0

Loans

22.1 Upon request, the Bank may offer loans to qualified Clients, as determined in the Bank's absolute discretion. The Client will enter into a loan and security agreement with the Bank on such terms including the interest rate and the loan repayment date.

SECTION 23.0

PROVEN Connect and use of PROVEN Connect Services

23.1 Authorization. You authorize us to act upon instructions received through the PROVEN Connect Service ("the Service") for the transfer of funds or our other services in accordance with our operating procedures, rules and guidelines, which may be amended from time to time. Any action we take on such instructions will have the same legal effect and will bind you as if they had been given in writing and signed by a duly authorized signatory of the Account, regardless of whether the person purporting to give such instructions was or was not an Authorized Signatory of the Account.

23.2 Security Devices. We will provide you and your Authorized Signatories with an initial User Password. Each Authorized Signatory will have a separate identifier, password and security token. You understand and agree that you and your Authorized Signatories alone are solely responsible for the selection, use, confidentiality and protection of subsequent passwords and identifiers and the security of the physical security token. We may, at our sole discretion, deny access to the system for security reasons.

23.3 Loss Report. You or your Authorized Signatories will report to us in a timely manner by phone and in writing, any suspected breach in your security through access to the Service. You will report to us in a timely manner by phone and in writing the loss or damage to your security token. Such notice will be effective when we receive it. We are not liable for any Losses that occur should there be a breach in your security prior to our receiving notice of the breach.

23.4 Terminating Access. We reserve the right to terminate your access to the Service with immediate effect in the event that legal, regulatory, or other governmental decisions or developments would or might, in our sole opinion, preclude or impede us from providing the Service. We may, at our absolute discretion and with immediate effect, suspend services should we, in our sole opinion, consider that activity has occurred which constitutes fraudulent use of the Service, attempts to perpetrate fraud through the Service, violates the law, regulations and policies or our account operation rules and regulations and we shall not be obliged, in any such case, to specify the precise nature of our concerns, but may simply refer to this clause. Refer also to the Section covering "Closing your Account" on page 33. You agree that the Service will not be utilized by you or your Authorized Signatories other than for the purpose contemplated by these Terms and Conditions including without limitation re-selling, re-copying or re-communicating in any electronic form. The information or any part thereof, obtained from the medium from which the Service is stored, shall not be disclosed to any third party (except where such third party is your parent company, your subsidiary or affiliate) unless prior written consent is obtained from us and subject to such terms and conditions as we may solely determine. The Bank may, in its absolute discretion, suspend the Service for non-payment of charges due by a User to the Bank or any member of the PROVEN Group.

23.5 Equipment & Software. You and your Authorized Signatories alone are solely responsible for the expense, installation, upgrade, maintenance and security of all hardware, software, and provision of telecommunications used to access the Service. You acknowledge that you and your Authorized Signatories do not own any right of copyright or other intellectual property rights in the Service and are subject to the conditions of confidentiality as specified below. You and your Authorized Signatories will be responsible for complying with the laws and regulations of the country from which the Service is accessed if outside of Saint Lucia.

23.6 Limitations of Liability. We are not liable for acts of God, machine or system breakdown or malfunction, interruption or malfunction of telecommunications (including but not limited to Internet Service Provider or Internet Browser software), electrical power or other third-party services, labour difficulties, or any other cause beyond our reasonable control. We will take reasonable care in the performance of our obligations under these Terms and Conditions. Under no circumstances will we be liable for indirect, special or consequential Losses, even if we are advised of the possibility of such Losses. Under no circumstances will we authorize any of our employees to install, maintain, or otherwise modify any of your equipment, hardware or software. Under no circumstances will we be liable for the performance or security of your hardware, software, or telecommunications services. Except as otherwise provided by law, we will not be liable for any monetary claims for fraud in instances where a personal computer utilized by you, or your authorized Signatories has been compromised. We will not be liable for the insolvency, neglect, misconduct, mistake, default, actions or inaction of any third party, including but not limited to charges imposed or other action taken by a payee or merchant resulting from a late or missed payment.

23.7 Web Links. Where there are links from the Bank's websites to any other person's website, the Bank does not make any representations about, does not endorse, and is not responsible for any Losses relating to the other person or the other person's website, website content, products, services, privacy policies, procedures, guidelines, or practices.

This version of these Terms and Conditions is in effect from July 2024.

These Terms and Conditions are issued by PROVEN Bank (Saint Lucia) Limited which is licensed to conduct international banking business by the Financial Services Regulatory Authority under Licence No. IB: 004(A).

For the latest versions of specific products' Special Terms & Conditions please contact us:

Email: info@weareproven.com | Tel: +1-758-731-7100

Web: <https://stlucia.provenbank.com/>