



## Banking Requirements to Open a Personal or Joint Account

Thank you for choosing Caye International Bank. Opening an international bank account is straightforward and our goal is to make the process as easy as possible. There are a number of documents that will be required to complete your application process, and be rest assured, we are here to help you through every step.

### Checklist of Requirements

#### Required Caye International Bank Ltd. Forms

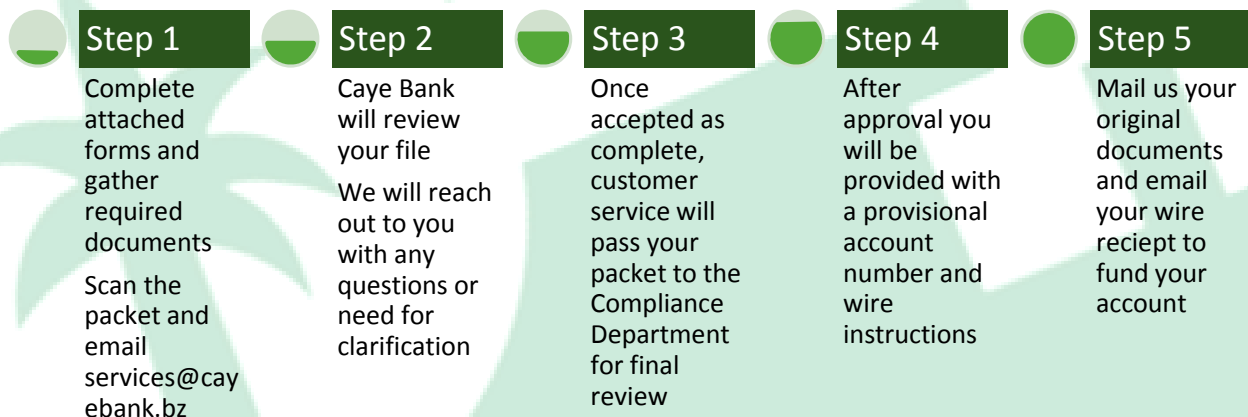
- Application Form – Verification and validation of the required information
- Personal Information Sheet (s) for each additional named person on the account
- W-9 Form (US Citizens only) OR W-8BEN (Non-US Citizens with US indicia status)
- Power of Attorney – **OPTIONAL** (Only complete if desired)

#### Required Documents

- Notarized color copy of picture and signature pages of a valid Passport(s) for each named person on the account
- Copy of a utility bill dated within 3 months, displaying physical address. PO Boxes are not accepted.
- Financial Reference Letter or Professional Reference Letter, for each name person on the account – include a copy of the writer's business card

### Application and Approval Process

The below image outlines the steps and documents required to complete this process.



Please email us at [services@cayebank.bz](mailto:services@cayebank.bz) with any questions. We look forward to working with you!

## APPLICATION FOR PERSONAL ACCOUNT

### ACCOUNT INFORMATION

**Type of Account**     Demand Deposit Account (DDA)                       Lifestyle (Savings) Account

**Currency of Account**     USD                       CAD                       EUR                       GBP                       CHF  
(Select one)

**Online Banking**    Bank statements, account activity and secure bank communications are available through Caye International Bank online portal. Would you like access?                       Yes                       No

**Bank Statements**    Bank statements and account activity are available online through the Caye Bank portal. Electronic copies of your bank statement can be emailed to you for a fee of \$5.00 per statement upon request

### PRIMARY ACCOUNT HOLDER INFORMATION

Last Name \_\_\_\_\_ First Name \_\_\_\_\_ Middle Initial \_\_\_\_\_

Residential Address (PO Box not accepted) \_\_\_\_\_

City \_\_\_\_\_ State/Providence \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Mailing Address (if different from above) \_\_\_\_\_

City \_\_\_\_\_ State/Providence \_\_\_\_\_ Postal Code \_\_\_\_\_ Country \_\_\_\_\_

Telephone \_\_\_\_\_ Fax \_\_\_\_\_ Email \_\_\_\_\_  
Email will be used for all bank communications

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Country of Birth: \_\_\_\_\_ Social Security No. (US Citizens only): \_\_\_\_\_

Second Nationality: \_\_\_\_\_ Second I.D. (Passport No): \_\_\_\_\_

Occupation: \_\_\_\_\_

### JOINT AND AUTHORIZED APPLICANT INFORMATION (IF APPLICABLE)

The following persons (please include the Primary Account Holder from above) are hereby authorized to execute any instructions in connection with the account opened in connection with and pursuant to the Mandate executed by the named parties with Caye International Bank Limited, dated \_\_\_\_\_. The signatures set opposite each of the names below are genuine signatures of such persons and shall operate as specimen signatures of such persons. (Attach Personal Information Sheet(s), Form 150v5 for each named individual.

Name (Block Letters)	Relationship to Account	Signature
	<input type="checkbox"/> Beneficial Owner and Signatory <input type="checkbox"/> Signatory only <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other _____	
	<input type="checkbox"/> Beneficial Owner and Signatory <input type="checkbox"/> Signatory only <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other _____	
	<input type="checkbox"/> Beneficial Owner and Signatory <input type="checkbox"/> Signatory only <input type="checkbox"/> Power of Attorney <input type="checkbox"/> Other _____	

Instructions concerning the operation of the account will be signed by (check the appropriate box)

- Any One Person     Any Two People     All of the Above     Other (specify) \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

Signed \_\_\_\_\_ Date \_\_\_\_\_

(All additional named parties on the account must sign and complete a Personal Information Sheet (last page of this document))

**INDEMNITY FOR VERBAL AND WRITTEN INSTRUCTIONS**

To offer a high level of security for transactions on your bank account, it is required that all instructions from you, the customer, to the bank are accompanied with the following Account Password. Please read the Indemnity statement below and supply a suitable password in the box provide.

- a) To indemnify Caye International Bank Limited from and against all actions, proceedings, costs, claims, demands, expenses or losses that Caye International Bank Limited may suffer or sustain by reason or on account of Caye International Bank Limited having accepted such instructions.
- b) That Caye International Bank Limited shall be entitled to debit my/our account with the amount of any payments Caye International Bank Limited. make in respect of having accepted such instructions.
- c) On demand to provide funds to meet all payments under such instructions.

Indemnity Password:

\_\_\_\_\_  
 Authorized Signature      Authorized Signature      Authorized Signature      Witness

CAYE INTERNATIONAL BANK		SIGNATURE CARD
Name of Account: _____	Date: _____	Account Number: _____
<b>Instructions for Authorized Signatures</b>		Code: _____
Select one: [ ] Any one(1) name [ ] Any two (2) names [ ] All names		
<b>NAME &amp; TITLE</b>	<b>SIGNATURE</b>	
For Bank Use Only:		
	Prepared By:	Checked By:

**CUSTOMER DUE DILLIGENCE**

**ACCOUNT PURPOSE AND PARAMETERS**

The Anti-Money Laundering (Prevention) Act 2003 requires the Bank to obtain the following information:

What is the purpose of this account? \_\_\_\_\_  
\_\_\_\_\_

Estimated monthly balance range from \$ \_\_\_\_\_ to \$ \_\_\_\_\_

Estimated number of transaction (deposits and withdrawals) per month       1-5       6-10       11-15

Source of funds \_\_\_\_\_  
\_\_\_\_\_

Nature of your banking business ( tell us about yourself and how/why you plan to use this account) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List all of the countries in/with which your banking activity takes place: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*Clients opening new accounts are requested to provide the Bank with a detailed description of the customer’s business, and attach supporting documents if applicable. The Bank reserves the right to request further information on the customer’s line of business if deemed necessary.*

I confirm that the provisions of the above act and the consequences for failing to comply with the regulations have been fully explained to me. I further confirm that the above declaration is true and correct.

**STATEMENT OF NON-RESIDENT STATUS**

This is to confirm that I/we am/are a non-resident of Belize within the context of the International Banking Act, 1996 which describes a “resident” as a person ordinarily residing in Belize (12 consecutive months) irrespective of nationality.

\_\_\_\_\_  
Authorized Signature      Authorized Signature      Authorized Signature      Date



**FATCA WAIVER** (Required if ANY of the signatories are US Citizens, cross out if non-applicable)

Due to the responsibilities assumed by Caye International Bank Limited (the Bank) as part of the Foreign Account Tax Compliance Act (FATCA) of the United States of America and any other regulation formally and duly issued by the competent governmental authorities (including Belizean authorities) and assumed by the Bank and any of its related entities, the account holder states that he knows, accepts and authorizes the Bank with full consent to report any necessary information and comply with its withholding obligations and any other legal and/or contractual duties derived from the implementation of U.S. law and any other applicable regulations. As a consequence of the aforementioned, and in consideration for maintaining the account with the Bank the account holder expressly discharges and releases the Bank unconditionally from all and any claims, demands, liabilities, interest, damages, expenses, costs and penalties, present or in future in respect of the matters arising from or purporting to arise from the disclosure of information by the Bank pursuant to its obligations under FATCA or any other regulation(s) whatsoever and affirms that neither Bank Secrecy nor the legal protection of the right to privacy shall limit the Bank in any way whatsoever in order for it to implement the regulations and provisions. In addition, the account holder agrees to supply in a timely manner all the information that the Bank may require from time to time in order to comply absolutely with the aforementioned laws, regulations and provisions. The account holder agrees that he shall comply with any requests for information by the Bank within the time frames established. The account holder also agrees irrevocably to hold the Bank (including its employees, advisors, legal representatives, directors and shareholders) completely harmless against any damages which arise as a consequence of not complying with this obligation. Notwithstanding the waiver given herein the account holder acknowledges that the Bank retains the right to close the account(s) at anytime without ascribing any reason for the said closure.

\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Authorized Signature\_\_\_\_\_  
Date

**ACCOUNT TERMS AND CONDITIONS****DEPOSITORY AGREEMENT  
GENERAL TERMS AND CONDITIONS**

Account Holder has opened an account or accounts ("Account") at CAYE INTERNATIONAL BANK LIMITED ("Bank") and delivered to Bank an application/signature card evidencing the Account. In return for the Banks acceptance of the Account, Account Holder agrees that this Depository Agreement ("Agreement") shall govern the Account.

**1. Account Holder:**

"Account Holder" shall mean the person, corporation, partnership, trustee, custodian or other entity in whose name the Account is opened. The singular of Account Holder where appropriate shall include the plural. This Agreement is binding upon each Account Holder and Bank, and their respective heirs, executors, administrators, agents, successors and assigns. Each Account Holder must sign an application on a form satisfactory to Bank.

**2. Signatures:**

Bank may rely upon any signature on the signature card in the payment of funds and in all other transactions in connection with the Account. Account Holder agrees to sign a new signature card upon request. The number of required signatures on a check or other withdrawal shall be no more than one Account Holder's signature which appears on the application, unless otherwise agreed by the Account Holders and upon written notation thereof on the signature card.

**3. Handling of Items:**

A. Bank acts only as Account Holder's collecting agent for items deposited, and assumes no responsibility beyond its exercise of ordinary care. Bank accepts deposits subject to the subsequent verification of the deposit. All items are credited subject to final payment to Bank in cash or solvent credits at its office. Bank may withhold all or part of the proceeds of any deposit until final payment is received in cash or solvent credits. No item in the deposit shall be deemed finally paid because a portion of the deposit is deducted and withdrawn.

B. Bank may forward items to correspondents. It shall not be liable for default or negligence of correspondents selected with ordinary care, nor for losses in transit. Each correspondent shall be liable for its own negligence. Items and their proceeds may be handled by any correspondent bank, or clearing house in accordance with any applicable rule, common usage, policy, procedure or any other lawful practice.

C. Bank shall not be liable to Account Holder for any loss caused by payment of a postdated item before its date. If Account Holder wishes to impose special restrictions on the face of items with respect to payment of such items (e.g., maximum amount or date of payment), such restrictions will not be effective unless the Account Holder has given prior written notice to Bank, and Bank has agreed in writing to the instructions.

D. Bank is under no obligation to pay a check, other than a certified check, which is presented more than six (6) months after its date, but Bank may charge Account Holder's Account for a payment made thereafter in good faith.

E. For applicable Accounts, Bank will retain records for five years. Copies of records will be available to Account Holder upon request to Bank at a nominal fee.

**4. Extraneous Info:**

Bank will not be liable for and shall disregard conditional statements or "subject to" conditions or any other information written on a check other than the signature of the drawer, the identification of the drawee bank and payee, the amount and any other information that appears in the magnetic ink character recognition (MICR) line.

**5. Endorsements:**

Account Holder shall not place an endorsement, writing or other mark on the back of a check being submitted for deposit in the area reserved for endorsement of Bank. Depositor endorsement or other writing on the back of a check must fall within 1.5 inches of the trailing edge of the check (left-hand side of the check, looking at it from the front). Account Holder agrees to indemnify Bank for any liability incurred by Bank resulting from the delay or misrouting of checks caused by markings placed on check by Account Holder that obscure Banks endorsement.

**6. Posting and Receipt of Items:**

Bank reserves the right to post all deposits, including deposits of cash and of items drawn on it, not later than midnight of its next banking business day after receipt at its office during Bank's regular business hours, and Bank shall not be liable for damage caused by nonpayment of any item resulting from the exercise of this right. Any item received on a Saturday, Sunday or Public Holiday shall be deemed received on the next banking business day. Deposits are subject to Bank's Funds Availability Policy, if any, which is subject to change from time to time.

**7. Bank Statements:**

Monthly Account statements are available through our Online Banking Portal free of cost. Where an Account Holder request that an Account statement be sent by post and/or electronically, the Account Holder will be charged a service fee of five dollars. Where an Account Holder request statements to be mailed and such person has moved, the Account Holder shall provide to the Bank a current address. If Account Holder fails to do so, the Bank shall retain Account Holder's bank statements until Account Holder calls for them in person at the Bank. If Account Holder does not call for a statement within 90 days after the date of the statement, the Bank may destroy such statement and any items in support of entries made to the Account during the period covered by the statement without being liable to Account Holder. Account Holder agrees that the Bank shall have all defenses against Account Holder which it would have if such statements and items had been delivered to Account Holder and examined by Account Holder on the statement date. Unless Account Holder advises Bank in writing of any errors in a statement within 21 days after such statement is mailed or retained in accordance with this paragraph, such statement shall be deemed correct. Other mailings of whatever nature, including checks, may be handled as set forth above, except that delivery will be effective as of the date mailed. Images of items in support of the statement will be included with the statement.

**8. Deposits:**

Bank, at any time without prior notice, and in its discretion, may refuse any deposit, limit the amount which may be deposited, accept all or any part of a deposit for collection only or return all or any part of any deposit. Deposits shall not be deemed accepted until received at Bank in San Pedro Town, Ambergris Caye, Belize, and after Bank has had a reasonable opportunity to exercise its rights under this paragraph.

**9. Withdrawals:**

Withdrawal may be made by written order on forms approved by Bank when signed by any one Account Holder. Withdrawals will first be made from collected funds and Bank may refuse any withdrawal request against uncollected funds. Withdrawals are subject to Bank's Funds Availability Policy of this Agreement, if any, which is subject to change from time to time. Bank reserves the right to limit the amount of cash given back at any one time.

**10. Charge-Backs:**

Bank may charge-back any item, or a photocopy of the item, at any time before final payment, whether returned or not, and whether drawn on Bank or another bank. Bank may debit the Account for any exchange charges on deposited items. Bank may debit the Account into overdraft for any such purpose, and will not be liable for damages to Account Holder as a result of checks drawn on the Account which are dishonored because of the charge-back.

**11. Payment of Checks:**

When processing checks drawn on Account Holder's account, the Bank's policy is to pay them according to the order in time in which they are received by the Bank.

**12. Overdrafts:**

Subject to any other arrangements agreed by the Bank, Bank may honor overdrafts, but shall not be obligated to do so. Account Holder shall pay overdrafts upon demand, together with interest on the overdraft at the maximum rate of interest allowed by law for Account Holder. Bank may charge the Account at any time for the amount of this interest. If an overdraft is collected through probate, bankruptcy or other judicial proceeding, or is referred to a collection agency or lawyer for collection, Account Holder shall pay expenses and costs of collection, including attorney's fees. Bank may cover any overdraft by debit to any other checking, savings or time deposit Account of Account Holder without notice to Account Holder, but Bank shall not be obligated to do so. Nothing contained in this Agreement shall be construed to require Bank to debit the Account into overdraft or to create an arrangement for the extension of credit by means of overdrafts. Each Account Holder on a joint account shall be liable for on overdrawn balance regardless of which Account Holder overdrawed the Account.

**13. Stop-Payment:**

Account Holder agrees to hold Bank harmless and indemnify Bank for any losses, expenses and costs, including attorney's fees, incurred by Bank for refusing payment of any item on which Account Holder has stopped payment or for payment of an item after a stop-payment order has expired. A stop payment order must be in writing, unless otherwise determined by Bank. A stop-payment order is effective for six months but may be renewed by Account Holder upon request in writing. No stop-payment order, renewal or revocation shall be effective until delivered in writing during Bank's regular business hours at Bank's office to a designated representative in charge of accounts, the fee for such service paid by Account Holder, the check to be stopped described with certainty to Bank's satisfaction and Bank has had a reasonable opportunity to act on such order, renewal or revocation.

**14. Wire Transfers:**

Account Holder may, upon verification of signature or upon identification satisfactory to Bank, authorize wire transfers to and from the Account. All outgoing wire transfers must be from accounts on which the Account holder is an owner. No third-party requests will be processed.

**15. Unattended Bank Facility:**

Account Holder agrees that use of any night depository or other unattended Bank facility shall be at Account Holder's own risk, and Bank shall not be responsible for any losses or damages sustained by Account Holder while utilizing such a facility.

**16. Interest Bearing Accounts:**

An interest bearing Account (except for fixed-rate time deposits) may earn interest on the daily balance or average daily balance and at a variable interest rate and annual percentage yield set by Bank from time to time. Bank may, at any time, in its discretion, change the basis for payment of interest or the annual percentage yield, or may discontinue the payment of interest on demand deposit account(s). Bank may at any time, in its discretion, set maximum account balances upon which interest will be paid, and set minimum Account daily or average daily balances below which interest will not be paid.

**17. Inactive Accounts:**

The term inactive means there has been no customer generated activity (withdrawal or deposit other than the crediting of interest and automatic transactions) posted to the Account. Bank's obligation to pay interest terminates after the Account has been inactive for five (5) years.

**18. Multiple-Party Accounts:**

Multiple-Party Account' means an Account opened as a Joint Account, Deposit Trust Account or Fiduciary Account. All obligations of Joint Accounts shall be joint and several, which means each Account Holder is responsible and liable for the acts and omissions of the other Account Holder on the Account.

A. With respect to all Multiple-Party Accounts, the rights of survivors shall be determined by the form of the Account at the death of Account Holder. A change in the form of the Account must be consistent with this Agreement, and such change will not be effective until the request for change is received in a form satisfactory to Bank during Account Holder's lifetime and Bank acknowledges the change in writing.

B. Should Account Holder or any Payee or other person disagree or make adverse claims or demands concerning the Account, Bank may in its discretion refuse to recognize such claims or refuse to take action until the rights of all interested persons have been fully and finally adjudicated by a court of competent jurisdiction or all differences have been resolved to Bank's satisfaction and Bank is provided a copy of an agreement signed by all such persons.

**19. Types of Accounts:**

With respect to all Accounts, Bank makes no representation regarding tax aspects or the



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legal results of opening a particular Account. Account Holder is solely responsible for selecting the type of Account. Bank recommends that Account Holder consult with Account Holder's own attorney or financial advisor in order to determine the advisability of establishing one type of Account over another.

A. "Individual Account" means an Account payable to or on the order of one Account Holder while that Account Holder remains living. Account Holder agrees that Bank shall pay to or on the order of Account Holder, or Account Holder's Agent, until Bank receives a certified copy of a death certificate verifying the death of Account Holder and Bank has had a reasonable opportunity to act on such information. Upon certification of the death of Account Holder, no deposits will be accepted to the Account, no checks will be paid on the Account and the Account will not be released until Bank has been presented with satisfactory documentation to determine, in Bank's discretion, what the proper distribution of the Account should be.

B. "Joint Account (with rights of survivorship)" means an Account payable to or on the order of two or more Account Holders whether or not all Account Holders remain living. All Accounts in the name of more than one Account Holder are Joint Accounts (with rights of survivorship) unless clearly designated otherwise on the signature card signed by all Account Holders. Upon the death of any Account Holder on the Account, the funds in the Account survive to, vest in, belong to and become the property of the surviving Account Holder on the Account as the separate property of the surviving Account Holder, including any community property in the Account. Bank shall not recognize any claims of the deceased Account Holder's estate or any provisions of deceased Account Holder's will. Payment of the funds in the Account to the surviving Account Holder shall constitute a full release and discharge of Bank.

C. "Deposit Trust Account" means an Account establishing a trust. There are no trust assets other than the funds on deposit in the Deposit Trust Account. The Account can be set up by one or more trustees as Account Holder(s) for one or more beneficiaries. The designation "TTEE" on the Account shall mean "trustee." The Account Holders named as trustees to the Account own the Account in proportion to their net contributions to the Account. No Deposit Trust Account shall be opened without a beneficiary designated on the application and no beneficiary shall have any rights regarding the Account, except as described in this paragraph. If more than one Account Holder is named as trustee on the Account, Bank shall act on the signature of any one of them, regardless of whether any other Account Holder named on the Account as trustee is incapacitated or deceased. Upon the death or evidence satisfactory to Bank of incapacity of all Account Holders named as trustee on the Account, Bank shall pay the Account by joint check to the beneficiaries. Bank shall not accept responsibility to act as a trustee or successor trustee under any circumstances. Bank shall have no duty to monitor the Account or the status of the trustee(s) or beneficiary(ies).

D. "Fiduciary Account" means an account established by a trustee/guardian pursuant to a written trust agreement or court order, which shall include Grant of Probate or Letters of Administration. The Account can be set up by one or more trustees/guardians as Account Holder(s) for one or more beneficiaries.

1. If the Fiduciary Account is being established for a trust, Account Holder must provide a copy of the written trust agreement or other evidence satisfactory to Bank of the written trust agreement's existence and content. By accepting the written trust agreement, Bank in no way assumes any responsibility to comply with the terms of the trust agreement. Bank shall not accept responsibility to act as a trustee or successor trustee under any circumstances, regardless of any trust agreement which provides otherwise. The designation "TTEE" on the Account shall mean "trustee". No Fiduciary Account opened for a trust shall be opened without a beneficiary designated on the Account application and no beneficiary shall have any rights regarding the Account, except as described in this paragraph. Upon the death or evidence satisfactory to Bank of incapacity of all Account Holders named as trustee, Bank shall rely upon the instructions of the successor trustee(s).

2. Fiduciary Accounts may also be used for estate administration, guardianships and other court-ordered Accounts. Documentation satisfactory to Bank must be presented to Bank before this type of Account will be opened. For an Account established by court order, funds will be released pursuant to the court order. If more than one Account Holder is named as trustee/guardian on the Account, Bank shall act on the signature of any one of them, regardless of whether any other Account Holder named on the Account as trustee/guardian is incapacitated or deceased. Bank shall have no duty to monitor the Account to determine the status of the trustee/guardian or beneficiaries or whether the trustee/guardian is in compliance with the trust agreement or court order.

### 20. Agent:

"Agent" means every person designated on the signature card to sign checks on the Account, make deposits to the Account, endorse any check or draft payable to any Account Holder for deposit to the Account or otherwise, receive information, statements and canceled checks on the Account, cash checks drawn on the Account or made payable to any Account Holder on the Account, sign any document in connection with the Account, and dispose of or deal with the Account as freely and fully as Account Holder might do in person. Appointment shall be made on the signature card presented to and accepted by Bank, in its discretion, prior to Agent's acting with respect to the Account. Any authority granted to an Agent may be revoked only by written revocation delivered to and acknowledged by Bank in writing in time so that Bank has a reasonable opportunity to act upon the information. Agent's power with respect to an Account terminates on the death of all Account Holder(s). Each Account Holder, and Account Holder's estate, agrees to hold Bank harmless and indemnify Bank against any loss and liability incurred by Bank because of any action by an Agent after termination of agency by death or otherwise. Account Holder agrees that no power of attorney shall be binding upon Bank.

### 21. Accounts of Corporations, Associations and Partnerships:

If Account Holder is a corporation, association or partnership, every person affixing their signature to the signature card represents warrants and agrees:

- That they are fully authorized to execute the signature card and enter into this Agreement in the capacity therein stated;
- That they shall furnish any and all constitutional documents of the Account Holder and any other documents as the Bank may request for due diligence purposes.
- That they shall furnish any resolutions, agreements or documents Bank may request to evidence any corporate, association or partnership action relating to opening, maintaining or changing the Account;
- That Bank shall have no responsibility or duty to monitor such an Account, or the use of funds paid from it, nor any liability for any act or omission by any person who signs the signature card;
- That upon Account Holder's request, Bank may honor items bearing or purporting to

bear reproductions or facsimile signatures of authorized signatories on the Account. Account Holder assumes all risks and responsibility for such procedure, including but not limited to, the risk that the facsimile signature may be affixed by an unauthorized individual or the risk that the facsimile signature may not be genuine.

### 22. Transferability:

The Account may not be transferred by Account Holder except by a change in ownership that is reflected on the records of Bank. A transfer that occurs due to death, incompetence, marriage, divorce, attachment or otherwise by operation of law, shall not be binding on Bank until Bank has received sufficient documentation, in its discretion, and a new signature card has been executed.

### 23. Closing of Account:

Bank may, at any time, in its discretion, close the Account. Upon giving 7 days notice in writing to the customer no deposits will be accepted and no checks will be paid after the Account is closed. A Bank check or wire transfer for the remaining balance, if applicable, will be mailed to Account Holder at the address indicated on Bank records.

### 24. Security Interest; Set-Off:

A. Account Holder agrees that the Account secures all debts and liabilities of Account Holder to Bank, however and whenever incurred or evidenced, including debt which may be purchased or otherwise acquired by Bank from others, whether direct or indirect, absolute or contingent, due or to become due. Account Holder assigns as security to Bank all balances, credits, deposits, moneys and items now or hereafter in the Account.

B. Account Holder agrees that Bank is authorized at any time to set-off the Account against Account Holder's debts or liabilities to Bank, without notice to Account Holder. Bank shall not be liable for dishonoring items where such setoff results in insufficient funds in the Account to honor items drawn on the Account. Funds received by Bank pursuant to its security interest or right of set-off may be applied first to the discharge of the unsecured part of any debt or liability of Account Holder to Bank, and thereafter to the discharge of the secured portion, if any, of Account Holders debt or liability to Bank.

C. If the Account is designated a Joint Account on the signature card; each Account Holder agrees that Bank may set-off the entire amount in the Account against the debt or liability to Bank of any Account Holder on the Account, notwithstanding the interest of other Account Holders in the Account. Each Joint Account Holder agrees to hold Bank harmless and indemnify Bank for any losses, expenses and costs, including attorney's fees, incurred by Bank in enforcing Account Holders' agreement to be jointly and severally liable for overdrafts and to permit set-off of the Account against one another's debts or liabilities to Bank.

### 25. Account Holder Responsibility:

Account Holder shall bear any loss arising from the failure to identify properly the Account by name and number on any deposit instrument or for failure to deliver the deposit instrument to the Bank. Account Holder shall maintain a record identifying each item deposited.

Because Account Holder is in the best position to discover an unauthorized signature, an unauthorized endorsement or a material alteration, Account Holder agrees that the Bank will not be liable for paying such items if the Account Holder has not reported an unauthorized signature, an unauthorized endorsement or material alterations to the Bank within 30 days of the mailing date of the earliest statement describing these items.

### 26. Ordinary Care:

Any failure by Bank to act or delay by Bank beyond time limits prescribed by law or permitted by this Agreement is excused if caused by Account Holder's negligence, interruption of communication facilities, suspension of payments by another financial institution, war, hurricane, earthquake, flood, or other Acts of God, emergency conditions or other circumstances beyond the control of the Bank, provided the Bank exercised such diligence as the circumstances require.

### 27. Determining the Availability of a Deposit:

For determining the availability of Account Holder's deposit, every day is a business day except Saturdays, Sundays, and Public Holidays. If Account Holder makes a deposit before 12:00 p.m. ET on a business day that Bank is open, Bank will consider that day to be the day of Account Holder deposit. If Account Holder makes a deposit after 12:00 p.m. ET or on a day Bank are not open, Bank will consider that the deposit was made on the next business day Bank is open. The length of the delay varies depending on the type of deposit and is explained below. Funds Account Holder deposits by check shall not be deemed received by the bank until clearance with correspondent Bank and notification thereof to the Bank or otherwise not less than fifteen business days of deposit of check with the Bank whichever is greater.

### 28. Longer Delays May Apply:

Funds may be delayed for a longer period under the following circumstances:

(a) Bank believes a check Account Holder deposits will not be paid; (b) Account Holder re-deposits a check that has been returned unpaid; (c) Account Holder has overdrawn his/her/its account repeatedly in the last six months; or (d) there is an emergency, such as failure of communications or computer equipment. Bank will notify Account Holder if Bank delays Account Holder's ability to withdraw funds for any of these reasons, and Bank will tell Account Holder when the funds will be available. They will generally be available no later than the 15th business day after the day of Account Holder's deposit.

### 29. Unauthorized use of Personal Identification Code

If Account Holder believes his/hers Personal Identification Code (PIC) has been discovered by someone else, or that someone has gained access to his/her/its account or has conducted, or may conduct any banking transaction without Account Holder's permission, contact Bank immediately

### 30. Business Days:

For purposes of posting transactions, Bank's business days are Monday through Friday.

### 31. Disclosure of Account Information to Third Parties:

A. The Bank shall not disclose any information relating to the affairs of Account Holder which it has acquired in the performance of its duties or the exercise of its functions under the Offshore Banking Act except where such information:

- is lawfully required or permitted by any law or court of competent jurisdiction in Belize; or
- is in respect of the affairs of Account Holder with the authority of Account Holder which has been voluntarily given; or
- is disclosed by the Central Bank in accordance with the Offshore Banking Act to a banking regulatory or supervisory authority outside of Belize where such information is

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considered necessary for that authority to exercise functions similar to those of the Central Bank pursuant to the Offshore Banking Act including any information which will assist that foreign authority in its consolidated supervision of a banking group which controls or is affiliated with the Bank.

### 32. Changes in Terms:

Bank reserves the right to amend the terms and conditions applicable to Account Holder's use of any banking services or otherwise of this Agreement. Unless applicable law requires otherwise, all such amendments will be binding upon Account Holder immediately after Bank gives Account Holder notice thereof. Such notice may be given at Bank's discretion (i) by mail; (ii) electronically, or (iii) by revising this Agreement and making it available in the mail. Bank will also mail Account Holder the most recent version of this Agreement upon Account Holder's written request. Any notice that is mailed is considered given 48 hours after Bank places it in the mail, postage-paid, for delivery to Account Holder's address as shown on Bank's records. If a specific notice period or type of notice is required by applicable law, the revised terms will be binding on Account Holder in accordance with such law.

### 33. Preauthorized Electronic Fund Transfers:

A. Telephone confirmation: Account Holder may verify posting of a direct deposit or electronic transfer on the next business day after the deposit or transfer is scheduled to be made by calling the Bank.

### 34. Stop Payment Procedures and Notice of Varying Amounts:

A. Right to stop payment and the procedure for doing so: If Account Holder informs Bank, in advance, to make automatic recurring payments out of his/her/its Account, Account Holder can stop any of these payments by calling Bank or by writing Bank at P.O. Box 11, Coconut Drive, San Pedro Town, Ambergris Caye, Belize. Account Holder must call or write in time for Bank to receive the request at least three (3) business days before the payment is scheduled to be made. If Account Holder calls, Bank will require that the request be put in writing and delivered within 14 days after the call.

### 35. Direct Deposit Service

Bank provides a pre-authorized credit service which allows Account Holder to ask that recurring deposits which he/she/it designates, such as social security or payroll deposits, be deposited directly in Account Holder's Account at Bank. Bank does not impose a fee for this service at this time; however, Bank reserves the right to impose a fee in the future and will duly notify Account Holder if it does so.

## INTERNET BANKING SERVICES

This Part contains terms, conditions and disclosures, which are applicable to our computer-based Internet banking services. The computer-based Internet banking services give Account Holder access to Account Holder's Account(s) 24 hours a day, seven days a week. To be eligible for Internet banking services Account Holder must maintain a Checking account with Bank and have an Internet Email address.

### 36. Account Access:

Through Bank's Internet banking services, Account Holder can access any Checking Account, Certificate of Deposit, Money Market or Savings Account(s) selected by him/her/it. Account Holder will not be permitted to access any Account unless Bank's records indicate Account Holder is an owner of the Account. Use of the Service is subject to the terms and conditions contained in: (a) the Complete On-Line Banking Service Agreement ("the Agreement") which I may access when I log onto the Service.

Available Services. Account Holder can use Bank's Internet banking services to:

- Obtain balance information and statements for any of Account Holder's Account(s);
- Review recent transaction details;
- Transfer funds between Account Holder's Accounts and view transfers performed and/or requested;
- Request promotional information and applications about most Bank products and/or services;
- Send electronic mail to various departments within Bank; and
- View current bank rates.

### 37. Equipment:

Internet banking can be used with a personal computer equipped with a modem. Bank shall not be responsible for any attempted use of Internet banking services on equipment or for transaction errors or failure resulting from the malfunction or failure of the equipment Account Holder uses. In no event shall Bank be liable for any loss, damage or injury from whatever cause, nor shall Bank be liable for any direct, indirect, special or consequential damages arising from or connected in any way with the use or maintenance of the equipment.

### 38. Service Charges:

Account Holder may be charged a fixed fee per month for the use of Internet banking services. There also may be a charge for transactions and other optional services. Account Holder agrees to pay any charges applicable to Account Holder's use of Internet banking services. The charges are subject to change at any time. A current list of charges can be found in Bank's Schedule of Fees, which is available in writing from Bank. Account Holder also agrees to pay the usual service charges imposed on Account Holder's Account, including any fees for failing to maintain a specified minimum balance.

### 39. Posting of Transactions:

Internet transactions initiated after 2:00 p.m., Monday through Friday, and all transactions made Saturdays, Sunday and Public Holidays, will be posted the next business day. These posting times are subject to change at any time.

### 40. Termination of Services:

Account Holder may terminate Account Holder's use of Internet banking services at any time by giving Bank 5 business days advance notice. Bank may terminate Account Holder's use of these services at any time without prior notice.

## MISCELLANEOUS PROVISIONS

### 41. Legal Process:

A. In the event Bank is served with levies, attachments, garnishments, summons, subpoenas, court orders or other legal process which name any Account Holder on the Account as debtor or otherwise, Bank shall be entitled to rely upon the representations, warranties and statements made in such legal process. Account Holder agrees that Bank may respond to any such legal process in its own discretion without regard to jurisdiction. Account Holders on the Account agree jointly and severally to hold harmless and indemnify Bank for any losses, expenses and costs, including attorneys'

fees, incurred by Bank as a result of complying with such legal process.

B. In the event Bank receives written notice from a personal representative, executor or administrator purporting to represent Account Holder's estate, Bank shall be entitled to rely on all figures supplied and representations made in such written notice if Bank is provided with letters of appointment bearing a duly recognized court seal without regard to jurisdiction.

### 42. Severability:

Any term contained in this Agreement which is or becomes invalid or unenforceable under applicable law or regulation, shall not affect the validity or enforceability of the remaining terms.

### 43. Assignment:

Bank may assign or delegate any of Bank's rights or obligations under this Agreement to independent contractors or other third-party organizations without affecting the enforceability hereof. Account Holder's rights may not be assigned or transferred without Bank's written consent.

### 44. Costs:

The Bank may from time to time debit the amount of its costs and charges in respect of the banking services and facilities provided for hereunder to any account of the Account Holder opened hereunder or otherwise agreed. To the extent not prohibited by law, Bank may debit the Account for research, reproduction and production of documents in connection with court orders, subpoenas, summons, administrative orders, levies, garnishments, attachments or other legal process, and any other expenses incurred by Bank in connection with such production of documents including, but not limited to, attorneys' fees. If Bank initiates any legal action to collect money owed to Bank or to clarify in good faith any matter or use under this Agreement, Account Holder agrees to pay all Bank's costs for such action, including attorneys' fees and costs.

### 45. Notices:

A. Any notice, statement, demand or other communication by or from the Bank shall be deemed validly given or served (i) if Account Holder has requested the Bank to hold the same, when they are placed in Account Holder's file or (ii) if sent by post, electronic means or facsimile to Account Holder's email address or facsimile number (as appropriate) stated in any account mandate of Account Holder then current or to such address as Account Holder may have expressly notified, the Bank for this purpose or the principal place of business of Account Holder. The Bank has the right to destroy any notice, statement or other communication held for more than five years.

B. Any notice, instructions or other communication given by Account Holder to the Bank shall be given in writing and shall be deemed validly given or served when received by the appropriate officer.

### 46. Reservation of the Bank's Rights:

Nothing in the arrangements between Account Holder and the Bank for the opening and/or operating of an account for Account Holder shall be treated as constituting an implied agreement restricting or negating any lien, charge, pledge, write of set off or other right the Bank may have existing or implied by law.

(a) The Bank reserves the right to reduce the rate of interest being accrued on Fixed Term Deposit in the event that the said deposit is cancelled prior to maturity.

(b) The Bank reserves the right to refuse withdrawal from a Fixed Term Deposit before maturity unless given at least thirty (30) days notice in writing

(c) The Bank reserves the rights to refuse withdrawal from a Savings Account prior to being given seven (7) days notice in writing.

(d) The Bank reserves the right to refuse payment of interest on Savings Account if the account is closed or the balance falls below a minimum balance prior to the end of the month.

(e) The Bank reserves the right to charge interest on any overdrawn balances even if no prior arrangements are made.

(f) The Bank reserves the right to refuse third party cheques or any other cheques for deposit to Account Holder's accounts, and above a certain amount established at the Bank's discretion from time to time.

(g) The Bank reserves the right to demand the replacement of any lost cheques received on deposit or made through Lock-Box services.

(h) The Bank reserves the right to be indemnified from any losses that it may incur as a result of a customer using Lock-Box services.

(i) The Bank reserves the right to send statements by electronic means unless otherwise expressed in writing.

(j) The Bank reserves the right not to give value for any cheques that have been deposited, whether made through Lock-Box or the offices of the Bank, prior to being cleared.

### 47. Reversal of Payments:

If at any time the Bank shall credit any account authorized hereby, in contemplation of the receipt of funds at a later date, the Bank may debit such account to the extent that such funds are not actually received for value at such later date.

### 48. Reversal of Instructions:

Written instructions for the payment or transfer of funds or for the purchase or sale of any currency, once given by Account Holder hereunder, may only be reversed, amended or revoked by Account Holder with the consent of the Bank (which consent shall not be withheld unless, in the case of such payment or transfer instructions, the Bank reasonably determines that it would not be possible to give effect to any reversal, amendment or revocation or, in the case of such purchase or sale instructions, the Bank has entered into other transactions in connection with such instructions).

### 49. Non Belize Dollar Accounts:

Balances in non-Belize dollar account shall be maintained in the Bank's name for Account Holder's account with correspondent banks that may or may not be located within the principal jurisdiction in which the currency shall be legal tender. The maintaining of non-Belize dollar account shall be at Account Holder's risk as regards (a) any restrictions imposed, or freeze, seizure or forfeiture exercised in respect thereof by any governmental, judicial, quasi-judicial or regulatory authority or (b) any taxes, levies or imposts applicable to the balances in question (including, without limitation, exchange control or currency restrictions).

### 50. Conflicts of Terms:

In the event of any conflicts or inconsistency between these General Conditions and any other provisions of the agreement between Account Holder and the Bank into which



these General Conditions are incorporated the latter shall prevail.

**51. Indemnities:**

A. The Bank shall not be responsible for liability, loss or damage which may be caused by it acting in accordance with applicable laws, regulations, or rules (including, without limitation, rules and regulations of the various payment systems), or with the terms of the Bank's agreement with other banks or financial institutions regarding the transaction of business with those banks or institutions notwithstanding that Account Holder may have given instructions to the contrary.

B. The Bank shall not be liable to Account Holder for any action taken or not taken by it under the terms of this document unless directly caused by the Bank's gross negligence or willful misconduct.

C. The Account Holder shall indemnify defend and hold harmless the Bank and its officers, directors, shareholders, related companies, employees, agents and attorneys (hereinafter called "the affected parties") from and against any and all liability, damage, fine, penalty, loss or expense (including attorneys' fees and costs and all fees and costs

associated with enforcing this indemnification) suffered or incurred by the Bank or any of the affected parties (including any seizure or forfeiture of the assets or property of the Bank or the affected parties) resulting from any claim, action or proceeding whether criminal or civil against the Account Holder. In addition so any rights of set-off and any similar express or implied rights, the Bank may at any time, an a continuous right, without notice or demand and slits sole and absolute discretion, freeze, retain for and indemnify itself and appropriate in or towards satisfaction of any such liability damages or loss suffered or incurred by the Bank or the affected parties any money in any account of the Account Holder with the Bank.

**52. Governing Law**

This Agreement shall be governed exclusively by the laws of Belize in force on the date Account Holder opens Account with Bank.

**CUSTOMER MANDATE/DECLARATION**

I/We, the undersigned, hereby appoint Caye International Bank (the "Bank") to open and operate an account or accounts in my/our personal names within the term and conditions detailed above.

I/We hereby authorize the Caye Bank International Limited, (the "Bank") formed and organized under the laws of Belize to request any and all reports pertaining to the above-mentioned person(s) from any source that the Bank in its sole discretion deems necessary or advisable and hereby consent to the transfer of such information or reports to the Bank for due diligence purpose in opening of an account with the Bank. This authorization includes but is not limited to reports and/or information obtainable from police, criminal and other records both locally and internationally.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Power of Attorney  
OPTIONAL**

*(Only complete if required, please  
complete Personal Information Sheets  
for all named individuals)*

To: The President  
CAYE INTERNATIONAL BANK, LTD.  
Coconut Drive  
San Pedro, Ambergris Caye  
Belize

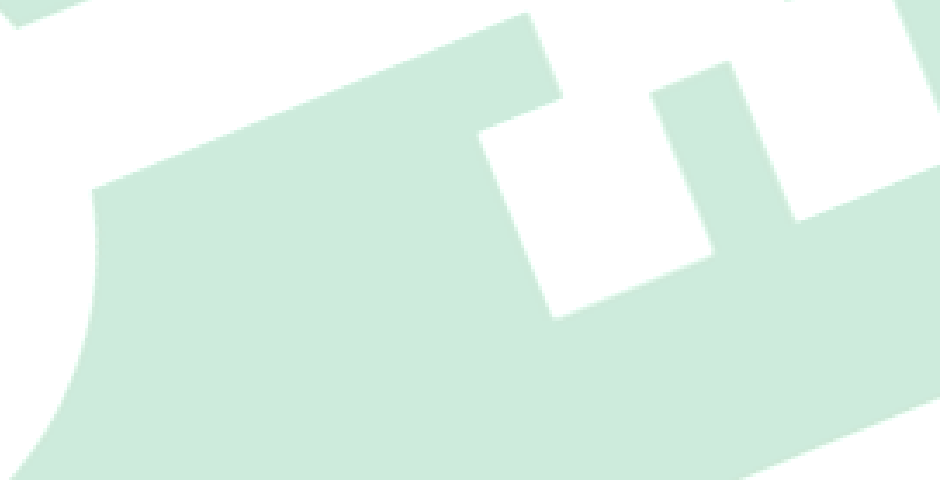
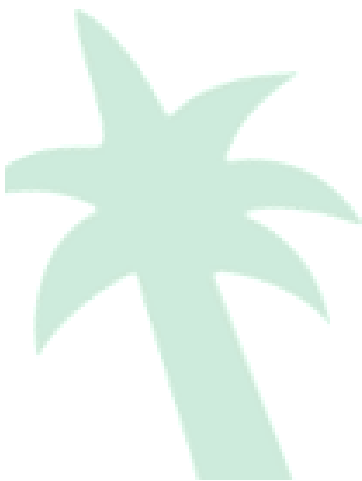
I request that until you receive written instructions from me to the contrary, treat and consider my \_\_\_\_\_(Spouse, Trustee, Business Partner, etc.) Mr./Mrs. \_\_\_\_\_ as fully empowered to operate my account and to withdraw funds from my account and to endorse or accept cheques, bills and promissory notes and other documents in my name for all of which this shall be a full and sufficient authority to your president, clerks, and officers and shall be binding upon me and all other persons claiming from or under me.

Dated this \_\_\_\_\_ day of \_\_\_\_\_

Account # \_\_\_\_\_

Signed \_\_\_\_\_

My Representative will sign \_\_\_\_\_



**PERSONAL INFORMATION SHEET**

To be completed by each additional named person on the account

**Personal Information**

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_ Middle Initial: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-Mail: \_\_\_\_\_

Residential Address (Physical Address required, no P.O. Box):

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Mailing Address (if different from above):

Street: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Country: \_\_\_\_\_ Postal/Zip Code: \_\_\_\_\_

Nationality: \_\_\_\_\_ Passport No.: \_\_\_\_\_ D.O.B: \_\_\_\_\_

Country of Birth: \_\_\_\_\_ Social Security No. (US Citizens only): \_\_\_\_\_

Second Nationality: \_\_\_\_\_ Second I.D. (Passport No): \_\_\_\_\_

Occupation: \_\_\_\_\_

**Relationship to account:** Beneficial owner and Signatory  Signatory only Power of Attorney  Related Party (non-signatory), i.e. Company shareholder**Online Banking Portal:**Bank Statements, account activity and secure bank communications are available through our Online Banking Portal. Please indicate if you would like access to your account via the Online Portal:  Yes  No

FATCA Waiver (required if you are a US Citizen; cross out if not applicable):

I hereby unconditionally DISCHARGE AND RELEASE Caye International Bank Limited from any duty or obligation of confidentiality owed to me in respect of the account(s) held with the Bank and I do also unconditionally DISCHARGE AND RELEASE the Bank from all any and all claims, demands, liabilities, interest, damages, expenses, costs and penalties, present or in future, in respect to any actions or liability whatsoever arising from the disclosure of information by the Bank to the United States Treasury Department or other governmental authority of the United States of America.

\* US persons only, must also supply completed copy of the W-9 Form located at <http://www.irs.gov/pub/irs-pdf/fw9.pdf> Included  Yes  No

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