

## ELECTRONIC PAYMENTS AND COLLECTIONS PROCESSING AGREEMENT

This Electronic Payments and Collections Processing Agreement (the “**Agreement**”) states the terms and conditions pursuant to which CIBC FirstCaribbean will provide to Customer, CIBC FirstCaribbean’s Electronic Payments and Collections Processing Services.

In this Agreement:

“**Admin ID**” means the administration identification number provided by CIBC FirstCaribbean to the Administrator for use by Customer and CIBC FirstCaribbean to identify Administrator.

“**Administrator**” means Customer’s designated employee responsible for managing multiple Authorized Customer Delegate user access to and use of Customer Account(s) according to Customer’s cash management and security policies.

“**Affiliate**” means any present or future entity which, either directly or indirectly, or through one or more intermediaries, controls, is controlled by or is under common control of or with the CIBC FirstCaribbean entity that is the party to this Agreement.

“**Authorized Customer Delegate**” means a Customer employee, delegated by the Administrator, to direct deposit funds, transfer funds, or directly collect funds on Customer Accounts included in Customer’s E-Pay Services profile.

“**Collection**” means to debit the Payor’s Account and credit Payee’s Account.

“**Correspondent**” means processing services of any third party bank, financial institution or agency providing services to Customer and to CIBC FirstCaribbean in connection with the E-Pay Services.

“**Customer**” means the company or the partnership that is a party to this Agreement.

“**Customer’s Account**” means any account in Customer’s name with CIBC FirstCaribbean or its Affiliates that has been approved by CIBC FirstCaribbean to be used with regard to E-Pay Services.

“**Data**” means data in any form, including, without limitation, paper or electronic form, and includes, without limitation, data that identifies the names, addresses, e-mail addresses, telephone numbers and accounts and account numbers of the Customer, the Payee, the Payor, the Payee Account, the Payor Account, the names, titles, e-mail addresses, telephone numbers and roles of Administrators and of Authorized Customer Delegates, the names, e-mail addresses and telephone numbers of the Administrators and, including, without limitation, financial information, business records, credit records or any information or record related to the E-Pay Services provided by CIBC FirstCaribbean, an account over which the Customer, the Payee and/or the Payor has signing authority or a legal or beneficial interest or ownership, and transactions (including those between the Customer, CIBC FirstCaribbean, Correspondent, the Payee, and the Payor, and any one or more of them in respect of the E-Pay Services).

“**E-Pay Service(s)**” means CIBC FirstCaribbean’s Electronic Payments and Collections Processing Services and includes, the direct deposit of funds, transfer of funds, or direct collection of funds provided by CIBC FirstCaribbean, which Services may be, from time to time, supplemented, renamed or otherwise changed by CIBC FirstCaribbean.

“**eVolve**” means the third party software to be used to access and to use E-Pay Services or any successor or replacement software.

“**Form**” means the Cash Management Application Form pursuant to which Customer applied to CIBC FirstCaribbean for E-Pay Services.

Customer Initials (each Page): \_\_\_\_\_

**“CIBC FirstCaribbean”** means the undersigned CIBC FirstCaribbean entity and its successors or assigns and includes its Affiliates such as FirstCaribbean International Bank (Bahamas) Limited, FirstCaribbean International Bank (Barbados) Limited, FirstCaribbean International Trust and Merchant Bank (Barbados) Limited, FirstCaribbean International Bank (Curacao) N.V., FirstCaribbean International Bank (Trinidad & Tobago) Limited, FirstCaribbean International Bank (Cayman) Limited, FirstCaribbean International Bank (Jamaica) Limited, FirstCaribbean International Finance Corporation (Netherland Antilles) Limited, FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited and such other subsidiaries or affiliates of FirstCaribbean International Bank Limited as may from time to time hereafter come into existence and any successors or assignees of any of these companies.

**“Identification”** means the identification provided by the Administrator which, when used with the Password and Token, allows Customer, via the CIBC FirstCaribbean web-portal using eVolve, to access and to use E-Pay Services.

**“Information”** means any information (in any form, including, without limitation, paper or electronic form), including, without limitation: (i) the Admin IDs, the names, addresses, e-mail addresses, and contact numbers of CIBC FirstCaribbean, CIBC FirstCaribbean employees and Correspondents, the account names and account numbers of Customer or any account over which Customer has signing authority or a legal or beneficial interest or ownership (including but not limited to Customer Account) and account names and account numbers of Correspondent; (ii) financial information or business and credit records or any information or record related to E-Pay Services provided to Customer, or transactions (including those between the Customer, CIBC FirstCaribbean, Correspondent, the Payee and the Payor and any one or more of them) in respect of the E-Pay Services provided to Customer, and (iii) information related to E-Pay Services, including, without limitation, the Identifications, the Tokens, eVolve, application forms, brochures, hardware requirements, software requirements, The Cash Management Application Form and documentation, Automated Clearing House (hereinafter referred to as “ACH”) codes, and CIBC FirstCaribbean branch codes.

**“Password”** means a string of characters, having a minimum length of 6 characters and a maximum length of 15 characters, provided by CIBC FirstCaribbean, which, when used with the Identification and Token, allows Customer, via the CIBC FirstCaribbean web-portal using eVolve, to access and to use the E-Pay Services provided to Customer.

**“Payee”** means the recipient of a direct deposit of funds or transfer of funds via the E-Pay Services provided to Customer.

**“Payee Account”** means any account(s) belonging to a Payee and approved by CIBC FirstCaribbean, in writing, for inclusion in the E-Pay Services provided to Customer.

**“Payment”** means to debit the Payor’s Account and credit the Payee’s Account.

**“Payor”** means the account holder whose account will be debited via the E-Pay Services provided to Customer.

**“Payor Account”** means any account(s) belonging to a Payor and approved by CIBC FirstCaribbean, in writing, for inclusion in the E-Pay Services provided to Customer.

**“Token”** means an automated activation key provided to the Authorized Customer Delegate, via email or sms or any other means CIBC FirstCaribbean, may, in its sole discretion, determine, each time the Authorized Customer Delegate logs on, via the CIBC FirstCaribbean web-portal, to eVolve or the Authorized Customer Delegate changes the Authorized Customer Delegate’s Password, and when used with the Identification and the Password, allows Authorized Customer Delegate, via the CIBC FirstCaribbean web-portal using eVolve, to access and to use the E-Pay Services.

**“Transaction”** means any direct deposit of funds, transfer of funds, or direct collection of funds available pursuant to the E-Pay Services.

Customer Initials (each Page): \_\_\_\_\_

**ELECTRONIC PAYMENTS AND COLLECTIONS PROCESSING AGREEMENT  
GENERAL TERMS AND CONDITIONS**

**1.0 ACCESS TO E-PAY SERVICES**

- 1.1 Customer may, via the CIBC FirstCaribbean web-portal using eVolve, with an Identification, a Password and a Token, access and use the E-Pay Services.
- 1.2 Customer acknowledges and agrees that each communication that CIBC FirstCaribbean receives that is sent, or purported to be sent, by Customer or an authorized person on Customer's behalf (whether or not sent by an Authorized Customer Delegate) via the Internet using eVolve to access and to use E-Pay Services will be conclusively considered to be valid and binding upon Customer.
- 1.3 Customer acknowledges and agrees that it is solely responsible, at Customer's own expense, to select, obtain, install, test, monitor, maintain and use all the computer equipment, supporting equipment (including communication devices), communication lines, private networks, Internet browsers and any other equipment (including on-line or Internet service providers or private networks) required for Customer's access to and use of an E-Pay Service.

**2.0 CIBC FIRSTCARIBBEAN OWNERSHIP OF THE E-PAY SERVICES, AND WARRANTIES**

- 2.1 Customer, via the CIBC FirstCaribbean web-portal, using eVolve, will obtain the Identification, Password and Token required for access to and use of the E-Pay Services. Customer acknowledges and agrees that each E-Pay Service and the Information is the exclusive and confidential property of CIBC FirstCaribbean or of a third party which granted CIBC FirstCaribbean the right to use the third party's property, and that Customer's interest in the E-Pay Services is limited to a non-exclusive, non-transferable permission for access to and use of the E-Pay Services pursuant to this Agreement.
- 2.2 Customer agrees not to disclose and/or use CIBC FirstCaribbean's or the third party's exclusive and confidential property and shall restrict access to the CIBC FirstCaribbean web-portal, Identifications, Passwords and Tokens to Customer's personnel only for the purpose of obtaining access to and use of the E-Pay Services pursuant to this Agreement. Customer may access the CIBC FirstCaribbean web-portal, Identification, Password and Token until the earlier of the E-Pay Service being terminated or the Agreement being terminated in accordance with Section 15 of this Agreement.
- 2.3 **CIBC FIRSTCARIBBEAN MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, AS TO THE FUNCTIONING OR PERFORMANCE OF THE E-PAY SERVICES, CIBC FIRSTCARIBBEAN WEB-PORTAL, IDENTIFICATIONS, PASSWORDS, TOKENS, EVOLVE, AND/OR THE CORRESPONDENT, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. FURTHERMORE, CIBC FIRSTCARIBBEAN MAKES NO REPRESENTATIONS, WARRANTIES OR COVENANTS, EXPRESS OR IMPLIED, CONCERNING DIRECT LINKS, PRIVATE NETWORKS, THE INTERNET, OR ON-LINE OR THIRD PARTY SERVICE PROVIDERS INCLUDING BUT NOT LIMITED TO REPRESENTATIONS, WARRANTIES OR COVENANTS OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. CIBC FIRSTCARIBBEAN IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF ANY DIRECT LINKS, PRIVATE NETWORKS, THE INTERNET, OR ON-LINE OR THIRD PARTY SERVICE PROVIDERS OR FOR ANY DEFECTS OR INADEQUACIES OF ANY HARDWARE, SOFTWARE USED BY CUSTOMER.**

**3.0 ASSISTANCE FOR ACCESS**

- 3.1 CIBC FirstCaribbean may, in its sole discretion, assist Customer to access and/or use the E-Pay Services, at CIBC FirstCaribbean's option, by telephone, in person, or in writing.

Customer Initials (each Page): \_\_\_\_\_

3.2 Customer acknowledges and agrees that Customer is responsible to take all precautionary measures to ensure that all Data or Information stored in Customer's computer or computer systems is backed-up properly before use of the Internet, eVolve, access to the E-Pay Services and/or use of to the E-Pay Services.

#### 4.0 RECORDS

4.1 All Information CIBC FirstCaribbean provides Customer relating to the E-Pay Services may, in CIBC FirstCaribbean's sole discretion, be recorded or stored by CIBC FirstCaribbean in such form and by means of such devices as CIBC FirstCaribbean may, in its sole discretion, determine, and Customer acknowledges and agrees that CIBC FirstCaribbean is under no obligation to retain original documents, originals of electronic communications, instruments and/or vouchers.

4.2 CIBC FirstCaribbean will maintain a record of electronic communications exchanged between Customer and CIBC FirstCaribbean, in accordance with CIBC FirstCaribbean's internal record retention policy and procedures. Customer acknowledges and agrees that any tangible reproduction of such record shall be admissible by CIBC FirstCaribbean in any legal, administrative or other proceedings as sufficient and valid proof of the communications, and of the matters, Transactions and accounts recorded in those communications, and Customer expressly waives any right to object to the introduction of such reproductions into evidence. For greater certainty, Customer agrees: (i) not to contest the validity of any electronic communications exchanged between Customer and CIBC FirstCaribbean in connection with any E-Pay Services under the provisions of any applicable law relating to whether certain agreements are to be in writing or signed by the party to be bound by the same; and (ii) that copies of CIBC FirstCaribbean's records of such communications will be admissible as between Customer and CIBC FirstCaribbean to the same extent and under the same conditions as other bank records originated and maintained in paper form, and Customer shall not contest the admissibility of such copies under either the business records exception to the hearsay rule, the best evidence rule or otherwise.

4.3 Customer acknowledges and agrees that all Data and Information may be: (i) shared or transferred between CIBC FirstCaribbean and its Affiliates; and/or (ii) shared or transferred between CIBC FirstCaribbean and/or its Affiliates with the Correspondent or other third parties providing services to CIBC FirstCaribbean; whether within or outside of the country.

#### 5.0 ACCESS TO AND USE OF E-PAY SERVICE

5.1 Customer acknowledges and agrees:

- (a) Customer's use of eVolve to obtain access to and use of the E-Pay Services and any other Customer access to and use of the E-Pay Services shall be strictly in accordance with CIBC FirstCaribbean's instructions in effect from time to time;
- (b) Customer is responsible for the accuracy and completeness of all Data provided to CIBC FirstCaribbean and CIBC FirstCaribbean shall not be responsible to verify the accuracy or completeness of any Data provided to CIBC FirstCaribbean; and
- (c) Customer shall ensure that all Data shall be strictly in a form and format in accordance with CIBC FirstCaribbean standards, in effect, from time to time.

5.2 Customer represents and warrants that:

- (a) prior to disclosing any Data of a third party to CIBC FirstCaribbean Customer has obtained, in writing, written consent to disclose the Data from the third party to CIBC FirstCaribbean; and
- (b) prior to the collection of funds from a Payor Account pursuant to Section 6.0(a)(iii) Customer has a written agreement with such Payor authorizing Customer to collect funds from that Payor Account.

#### 6.0 PROCESSING SERVICE

- (a) Based on a Customer's Transaction request, CIBC FirstCaribbean will process one or more of the following Transactions through the E-Pay Service:

Customer Initials (each Page): \_\_\_\_\_



- (i) direct deposit of funds to be made to a Payee to the Payee Account located at a CIBC FirstCaribbean financial institution or a ACH member institution, (where local ACH rules dictate), in a Caribbean country where CIBC FirstCaribbean has a business operation;
  - (ii) one time transfer of funds and repetitive transfers of funds to be made to a Payee to the Payee Account located at a CIBC FirstCaribbean financial institution or a ACH member institution, (where local ACH rules dictate), in a Caribbean country where CIBC FirstCaribbean has a business operation;
  - (iii) direct collection of funds to be taken from a Payor Account located at a CIBC FirstCaribbean financial institution or a ACH member institution, (where local ACH rules dictate), in a Caribbean country where CIBC FirstCaribbean has a business operation.
- (b) With respect to each Payor from whose Payor Account Customer directs CIBC FirstCaribbean to collect funds pursuant to Section 6.0(a)(iii), Customer agrees to provide, within a reasonable time, following request from CIBC FirstCaribbean the written agreement pursuant to which the Payor has authorized Customer, in writing, to collect funds from the Payor Account.
  - (c) Customer acknowledges and agrees it is solely responsible for any error, deficiency or inconsistency in the Data that Customer provides CIBC FirstCaribbean with respect to any Payee, Payor, Payee Account and/or Payor Account.
  - (d) Customer acknowledges and agrees CIBC FirstCaribbean may rely solely on: (i) the Payee and/or Payor or other identifying name; and (ii) the Payee Account and/or Payor Account or other identifying number; provided to effect any Transaction even if it identifies: (a) a person or company different from the Payee or Payor named by Customer; or (b) an account different from the Payee Account or Payor Account named by Customer.
  - (e) Customer acknowledges and agrees that Customer cannot cancel or stop any Customer's Transaction request after it is processed or has started to be processed.
  - (f) With regard any Transaction involving payroll transactions, Customer shall submit same at least two (2) business days prior to the date that salaries are to be posted to the Payee Account.

**7.0 CORRESPONDENTS**

When any act or thing is necessary or required to be done in the course of or in connection with the E-Pay Services, CIBC FirstCaribbean may, in its sole discretion, use a Correspondent to do such act or thing as agent for and on Customer's behalf. CIBC FirstCaribbean shall not be liable by reason of any act or omission of such Correspondent for: (i) any act or thing necessary or required to be done in the course of or in connection with the E-Pay Services required of CIBC FirstCaribbean; or (ii) by reason of: (a) the loss, destruction or delayed deposit of any funds; (b) the loss, destruction or delayed transfer of any funds, the loss, destruction or delayed collection of any funds; and/or (c) the loss, destruction, delayed delivery of any instrument, security, certificate or document of any kind while in transit to or from such Correspondent or while in its possession.

**8.0 TRANSACTION REQUESTS VIA E-MAIL, TELEPHONE, FAX, AND INTERNET**

8.1 Customer agrees to use the Internet via eVolve to access and to use the E-Pay Services. However, in the event access to and/or use of the E-Pay Service via the Internet using eVolve is not available, Customer agrees to use one of the following selected modes to access and to use the E-Pay Services until Customer can resume using the Internet via eVolve to access and to use the E-Pay Service.

**E-mail:** \_\_\_\_\_  **Telephone:** \_\_\_\_\_  **Fax:** \_\_\_\_\_  
 (insert address) (insert number) (insert number)

8.2 Customer acknowledges and agrees as follows:

- (a) **Authorized Transaction Requests.** Customer authorizes CIBC FirstCaribbean to act upon any Customer's Transaction request to conduct any E-Pay Service to or for a Customer Account(s), Payor Account(s) and/or Payee Account(s).

Customer Initials (each Page): \_\_\_\_\_



- (b) **Risks.** Customer acknowledges and agrees that any form of Customer's Transaction request is not a secure means of communication and Customer assumes full responsibility for the risks of submitting a Customer Transaction request, CIBC FirstCaribbean acting upon a Customer Transaction request, and any and all losses arising therefrom.
- (c) **Acting on Transaction Requests.** CIBC FirstCaribbean reserves the right, in its sole discretion, to refuse to act upon a Customer's Transaction request received not in writing and to demand a written Customer Transaction request.
- (d) **Contingency Procedure.** Customer is solely responsible to select, obtain, install, test, monitor, maintain, use and regularly review Customer's own contingency procedures if for any reason Customer is unable to access and/or use the E-Pay Services.

## 9.0 NOTICES

Notices under this Agreement shall be written and given to the receiving party at the address or facsimile number of the receiving party, as follows:

- (a) If to CIBC FirstCaribbean, then at the CIBC FirstCaribbean branch or office address or fax number, and to the attention of the position, that was last advised to Customer in CIBC FirstCaribbean's written approval of the Form; and
- (b) If to Customer, then at the Customer's address or fax number, and to the attention of the position, that Customer last advised CIBC FirstCaribbean when Customer applied to CIBC FirstCaribbean requesting the E-Pay Service via the Form or at such other address, e-mail address or fax number as Customer last gave notice in accordance with this section.
- (c) Notices shall be given by delivery, fax or registered mail and deemed received:
  - (i) On the date of delivery, if delivered by hand;
  - (ii) When the sender receives an appropriate confirmation of receipt or answer-back, if sent by fax; and
  - (iii) On the fifth postal delivery day following the date of mailing, if sent by prepaid registered mail at a time when normal postal service is in effect.

## 10.0 SERVICE CHARGES AND OTHER AMOUNTS PAYABLE

Unless Customer and CIBC FirstCaribbean agree otherwise in a separate written agreement:

- (a) Customer will pay CIBC FirstCaribbean's charges for each E-Pay Service and any applicable value-added, consumption, sales, use or other tax that applies from time to time to the E-Pay Service; and
- (b) CIBC FirstCaribbean, from time to time, may, in its sole discretion, debit any Customer account at any branch of CIBC FirstCaribbean or its Affiliates for any service charges, taxes, or other amounts payable by Customer with respect to the E-Pay Services.

## 11.0 UNAUTHORIZED OVERDRAFTS

Customer shall not initiate any Customer Transaction requests under this Agreement that would create an unauthorized overdraft in any Customer Accounts. Customer acknowledges and agrees that CIBC FirstCaribbean is under no obligation to and may, in its sole discretion, decline to act upon or to complete, and may, in its sole discretion, reverse, any Customer Transaction request which causes or, in CIBC FirstCaribbean's opinion, could cause any Customer Accounts and/or Payee Accounts to be overdrawn in any unauthorized amount.

## 12.0 INDEMNITY

Customer hereby agrees to indemnify defend and hold harmless CIBC FirstCaribbean and its Affiliates from and against any and all claims, actions, proceedings, suits, liabilities, damages, settlements, penalties, fines, costs and expenses (including, without limitation, legal fees and other litigation expenses) CIBC FirstCaribbean may incur by reason of CIBC FirstCaribbean acting upon, or declining to act, on any Transaction requests, and/or providing or declining to provide the E-Pay Services in accordance with CIBC FirstCaribbean's obligations set out in this Agreement and/or by breach by Customer of its obligations, covenants, representations and/or warranties set out in this Agreement.

Customer Initials (each Page): \_\_\_\_\_

Customer provides this indemnity in addition to any other indemnity or assurance against loss provided by Customer to CIBC FirstCaribbean and its Affiliates whether in this Agreement or otherwise. Customer's indemnities in this Agreement shall survive the termination of any E-Pay Service and this Agreement.

### 13.0 LIMITATION OF LIABILITY

Customer acknowledges and agrees that CIBC FirstCaribbean is not responsible for any costs, demands or expenses that Customer or a third party may incur or for any direct, special, incidental, consequential or indirect damages or losses: (i) arising from Customer's access to and/or use of the E-Pay Services; (e.g. any damages Customer may suffer as a result of Customer transmitting or, at Customer's request, receiving from CIBC FirstCaribbean, Data or Information over the Internet; or as a result of communication malfunctions that affect the accuracy or timeliness of communications between Customer and CIBC FirstCaribbean and/or that prevent messages from being transmitted in whole or in part or if for any reason Customer cannot access any part of the E-Pay Services); and/or (ii) that Customer may incur due to CIBC FirstCaribbean's acting upon or failure to act upon Customer's Transaction requests.

If Customer is held by a court of competent jurisdiction to be entitled to recover damages against CIBC FirstCaribbean or any of its Affiliates arising from Customer's access to and/or use of the E-Pay Services, Customer agrees that CIBC FirstCaribbean will only be liable for Customer's direct damages arising out of the gross negligence or wilful misconduct of CIBC FirstCaribbean, its Affiliates or the Correspondent, provided that the liability shall not exceed the amount of the Transaction.

### 14.0 DELAYED PERFORMANCE

Neither party will be liable for any loss or damage resulting from any delay, error or failure in performance of its obligations under this Agreement, if such delay, error or failure is due to any cause beyond the reasonable control of the party, including, without limitation, (i) war, civil commotion, disaster, labour disturbances, (ii) equipment, systems, communications facility or transmission disruption, failure, malfunction or error, and (iii) any measure taken by any actual or purported government, regulatory or other authority which prohibits, restricts, confiscates, withholds or otherwise interferes in whole or in part with a Transaction which Customer has instructed CIBC FirstCaribbean, in writing, to process.

### 15.0 TERMINATION AND CHANGES

**15.1** This Agreement will continue in effect until terminated in accordance with this section. Either CIBC FirstCaribbean or Customer may terminate this Agreement or any E-Pay Service by giving the other party thirty (30) days' prior written notice. In addition, CIBC FirstCaribbean may, at its option, in its sole discretion, terminate, suspend or withdraw any E-Pay Service, terminate this Agreement or to remove any Customer Account(s) from being included in the E-Pay Service, at any time, without prior notice, in circumstances CIBC FirstCaribbean, in its sole discretion, determines is appropriate, including, without limitation, if:

- (a) Customer breaches any term or condition of this Agreement and the breach is not remedied within ten (10) days of CIBC FirstCaribbean requiring it to be remedied;
- (b) Customer is in default under any of the terms and conditions of any other agreement or of any instrument made between Customer and CIBC FirstCaribbean or any of its Affiliates, CIBC FirstCaribbean or any of its Affiliates makes demand or gives notice according to the terms and conditions of that agreement or instrument, and the default is not remedied as required by such demand or notice;
- (c) CIBC FirstCaribbean and/or any of its Affiliates is served with any attachment, garnishment or other legal process or written court or governmental order or direction with respect to any Customer Accounts; or
- (d) Customer becomes bankrupt or insolvent or a receiver or receiver-manager is appointed for any of Customer's property.

**15.2** Termination of this Agreement shall not affect any liability existing on the effective date of such termination. Upon termination of the E-Pay Service, CIBC FirstCaribbean ceases to be obligated to commence to process any Transaction or to process to completion any Transaction that may have been commenced using the E-Pay Service but was not completed at the time of termination.

Customer Initials (each Page): \_\_\_\_\_

- 15.3** Customer acknowledges and agrees that CIBC FirstCaribbean may, from time to time, in its sole discretion, change any or all of the terms and conditions of: (i) the E-Pay Services, including, without limitation, changes in equipment, software, accessibility periods, methods and procedures relating to security and operation and the charges for each E-Pay Service, without prior notice to Customer; and/or (ii) this Agreement, without prior notice to Customer. CIBC FirstCaribbean will give notice of a change to any of the terms and conditions of this Agreement. CIBC FirstCaribbean may, at its option, and in its sole discretion, give such notice of change in any way it deems appropriate, including, without limitation: (i) by posting or displaying the notice at Automatic Banking Machines in the country in which the E-Pay Service is offered to Customer for a period of thirty (30) days; or (ii) by stating the notice through telephone banking or CIBC FirstCaribbean's Customer Service Centre; or (iii) by providing the notice via the CIBC FirstCaribbean website; or (iv) by sending the notice to Customer; or (v) by advising Customer that Customer may obtain a copy of the change to the terms and conditions at any branch of CIBC FirstCaribbean.
- 15.4** Customer may, in its sole discretion, remove any Customer Account, Payor Account and/or Payee Account from the E-Pay Services by giving CIBC FirstCaribbean thirty (30) day's prior written notice and CIBC FirstCaribbean shall effect such removal as soon as it is practicable to do so.
- 16.0 GENERAL**
- 16.1** This Agreement:
- (a) is the entire agreement between Customer and CIBC FirstCaribbean and supersedes all prior oral or written representations or agreements concerning the subject matter of this Agreement unless expressly incorporated by reference into this Agreement;
  - (b) shall not be transferred or assigned by Customer;
  - (c) is in addition to and will not affect or apply in substitution for the terms and conditions of any other agreement between Customer and CIBC FirstCaribbean or any of its Affiliates (including, without limitation, any agreement governing the operation of Customer Accounts that Customer maintains with CIBC FirstCaribbean or any of its Affiliates); except for prior agreements specifically concerning any service similar to or substantially similar to any E-Pay Service. In the event of conflict between this Agreement and any such prior agreement, the terms and conditions of this Agreement shall prevail; and
  - (d) will not affect any rights or remedies CIBC FirstCaribbean may have in respect of Customer Accounts.
- 16.2** This Agreement shall be governed by and shall be construed in accordance with the laws of the jurisdiction in which the office of the undersigned CIBC FirstCaribbean company offering Customer the E-Pay Services is located and Customer agrees to submit to the non-exclusive jurisdiction of the courts in the said jurisdiction.
- 16.3**
- (a) The Form (attached hereto) contains additional terms and conditions. The Form constitutes part of this Agreement and Customer agrees to be bound by the terms and conditions of the Form;
  - (b) Appendix 1 (attached hereto) contains additional terms and conditions. Appendix 1 constitutes part of this Agreement and Customer agrees to be bound by the terms and conditions of Appendix 1;
- 16.4** This Agreement may be executed in counterparts which when taken together shall constitute one and the same agreement.

Customer Initials (each Page): \_\_\_\_\_



**APPENDIX 1:  
Additional Terms & Conditions for Customer E-Pay Services**

These additional terms and conditions constitute part of the Agreement, shall be read as incorporated into and forming part of the Agreement and Customer agrees to be bound by the terms and conditions of Appendix 1.

### Customer Transaction Requests

1. A Customer's Transaction request to access and to use the E-Pay Services will only be accepted if it has been received by CIBC FirstCaribbean with the appropriate Identification, Password and Token and in accordance with the terms and conditions of the Agreement and strictly in accordance with CIBC FirstCaribbean's instructions in effect from time to time.
2. Customer hereby requests and authorizes CIBC FirstCaribbean to treat all Customer's Transaction requests received by CIBC FirstCaribbean as Transaction requests properly authorized by Customer, even if the Customer's Transaction request conflicts with the terms and conditions of any other mandates given by Customer at any time concerning the Customer Accounts, Payor Accounts and/or Payee Accounts. Subject to Customer's obligations pursuant to the terms and conditions of Clause 1 of this Appendix 1 (above) CIBC FirstCaribbean shall be under no other obligation to check the authenticity of a Customer's Transaction request or the authority of the person or persons giving Customer's Transaction request.
3. Customer acknowledges and agrees that if there is a requirement in Customer's General Banking Mandate for CIBC FirstCaribbean to verify two or more signatures on cheques for direct deposit of funds, transfer of funds, or direct collection of funds, that requirement does NOT apply to a Customer's request with regard to a Transaction.
4. Where Customer Accounts are held: (i) under more than one tax identification numbers; and/or (ii) in more than one territory; and are included on Customer's E-Pay Services profile, Customer acknowledges and agrees that the Authorized Customer Delegate of the Customer Accounts may be given authority by the Administrator to process the Transaction on such other Customer Accounts included in Customer's E-Pay Services profile.

### Security

1. Customer agrees to comply with the terms and conditions of this Agreement and any other instructions or recommendations CIBC FirstCaribbean may, in its sole discretion, issue to Customer regarding the E-Pay Services' security including, without limitation, the security recommendations contained in the E-Pay Services Welcome Kit. Customer acknowledges and agrees that it is Customer's sole responsibility to select, obtain, install, test, monitor, maintain, use and regularly review security arrangements concerning access to and use of the E-Pay Services, and Data and Information stored on Customer's computing and communications systems, and in particular Customer's and any Authorized Customer Delegates' control of Identification, Passwords and Tokens and access to the E-Pay Services.
2. Customer acknowledges and agrees that Customer is responsible to ensure that each Authorized Customer Delegate(s) complies with the terms and conditions of this Agreement, including without limitation, any security procedures mentioned or referred to in the E-Pay Services Welcome Kit and the online information for Administrators, available at [www.cibcfib.com](http://www.cibcfib.com) and any changes made thereto from time to time
3. Customer acknowledges and agrees that, without limiting the foregoing Section 2 of Appendix 1, Customer is responsible to ensure that each and every Authorized Customer Delegate(s):
  - (i) keep(s) the Authorized Customer Delegate's Identification(s), Password(s) and Token(s) secure and secret at all times; and
  - (ii) prevents unauthorized use of the Authorized Customer Delegate's Identification(s), Password(s) and Token(s), including, but not limited to, by complying with the following steps:
    - never write or otherwise record the Identification(s), Password(s) and/or Token(s) in a way that can be understood by anyone other than the Authorized Customer Delegate;
    - never reveal the Password(s) and/or Token(s) to anyone including, without limitation, CIBC FirstCaribbean employees;

Customer Initials (each Page): \_\_\_\_\_



**APPENDIX 1:**  
**Additional Terms & Conditions for Customer E-Pay Services (cont'd)**

- never reveal the Identification(s) to anyone including, without limitation, CIBC FirstCaribbean employees excluding those employees authorized in writing by CIBC FirstCaribbean;
- destroy any advice from CIBC FirstCaribbean concerning the Identification(s), Password(s) and Token(s) promptly after accessing, via the Internet using eVolve, the E-Pay Services and obtaining the logon details to the Authorized Customer Delegate(s) site;
- avoid Password(s) which may be easy to guess, such as passwords used in connection with third parties;
- inform CIBC FirstCaribbean immediately if Customer believes that an unauthorized third party may have seen or have had access to an Identification, Password or Token;
- never record the Identification(s), Password(s) or Token(s) on any software which automatically retains Identification(s), Password(s) and/or Token(s) (for example, any computer screen prompts or 'save password' feature or the like on an internet browser);
- ensure the Authorized Customer Delegate is not observed by anyone or monitored by closed circuit TV and avoid allowing anyone to identify the keys being pressed while logging onto the E-Pay Services;
- change Passwords on a regular basis and do not alternate between Passwords;
- never personalize Identification(s), Password(s) or Token(s) in such a manner so as to allow or facilitate anyone to link to the Identification(s), Password(s) or Token(s); and
- never allow anyone to come into possession or take control of or use of the Identification(s), Password(s) or Token(s).

**Notification of any Suspected Impropriety, or Changes to Authorized Customer Delegate or Administrator**

1. If Customer suspects any impropriety on the part of any Authorized Customer Delegate in connection with the E-Pay Services or an Authorized Customer Delegate leaves Customer's employ, Customer shall ensure that the Administrator immediately takes all steps necessary to ensure that the Authorized Customer Delegate is unable to access the E-Pay Services.
2. If Customer suspects any impropriety on the part of the Administrator in connection with the E-Pay Services or the Administrator leaves Customer's employ, Customer shall immediately take all steps necessary to replace such Administrator.
3. Customer shall provide CIBC FirstCaribbean with immediate notice of any change(s) to Administrator or Authorized Customer Delegate and the Administrator's/Authorized Customer Delegate's access to the E-Pay Services.
4. Until CIBC FirstCaribbean has received notice of change of the name of the Authorized Customer Delegate or Administrator from the Customer, CIBC FirstCaribbean is authorized to continue to take instructions from the Authorized Customer Delegate and Administrator named in the Form on CIBC FirstCaribbean's files or otherwise previously notified by the Customer in writing and no liability will attach to CIBC FirstCaribbean for taking these instructions.

Customer Initials (each Page): \_\_\_\_\_