

## PERSONAL ACCOUNT AGREEMENT

1. **BASIC TERMS:** In exchange for FirstCaribbean International Bank (Barbados) Limited or FirstCaribbean Insurance Agency (Bahamas) Limited or FirstCaribbean International Bank (Bahamas) Limited or FirstCaribbean International Trust and Merchant Bank (Barbados) Limited or FirstCaribbean International Bank (Cayman) Limited or FirstCaribbean International Bank (Jamaica) Limited or FirstCaribbean International Finance Corporation (Netherlands Antilles) Limited or FirstCaribbean International Finance Corporation (Leeward and Windward) Limited or FirstCaribbean International Wealth Management Bank (Barbados) Limited or FirstCaribbean International Bank (Trinidad & Tobago) Limited or FirstCaribbean International Bank (Curacao) N.V. 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 these companies (each known as “**the Bank**”) opening and operating one or more Accounts for me, I agree to be bound by the following terms:

**This Personal Account Agreement (“Agreement”)** replaces previous Personal Account Agreements. Herein, “**Account**” means each existing account and future accounts opened with the Bank by me, as a single or joint account holder or to which I was added as a joint account holder. “**Bank Card**” includes the debit card(s) and credit card(s) that the Bank may issue me to enable me to transact business at branches or at automated banking machines or to obtain cash advances or to charge retail purchases to the Account. “**Disclosure Documentation**” means the Account fees and interest disclosure documentation I received when I opened the Account or was added as a joint Account holder, as applicable. “**I**”, “**me**”, “**my**”, “**you**” and “**your**” refers to each person who has signed the application form, signature card and declaration.

2. **Joint and Separate Liability:** Each of the undersigned is individually liable, and all are jointly liable, to-pay FirstCaribbean International Bank Limited any amounts any of us may owe in respect of the Account.
3. **ACCOUNT STATEMENTS:** With regard to a statement of the Account (“**Account Statement**”) the Bank may either: 1. mail the Account Statement to my last recorded mailing address, according to the Bank’s records (“**Mailed Statement**”); **or** 2. deliver the Account Statement: (a) to the branch of the Bank at which my Account was opened; **or** (b) to another branch of the Bank if I designate, in writing, that the Bank do so. The Account Statement referred to above in sub-paragraph 2 of this clause is known as a “**Delivered Statement**” and the branch of the Bank referred to in sub-paragraph 2 of this clause is known as the “**Branch**”. The periodicity of the Mailed Statements or Delivered Statements may vary from time to time.

**Mailed Statements:** I agree to: 1. review the Mailed Statement after I receive it; **and** 2. to notify the Bank, in writing, if there are errors, omissions or irregularities in the Mailed Statement, within thirty (30) days after the date on which the Mailed Statement was mailed to me. If a Mailed Statement is returned to the Bank as Undeliverable (as defined in this clause, below) I acknowledge and agree that the Bank may, in its sole discretion, no longer mail Account Statements to me. If the Bank ceases to mail Account Statements to me and I subsequently provide to the Bank notice, in writing, of my then current address and request the Bank to mail Account Statements to me at my then current address, the Bank will mail Account Statements to my then current address.

**Delivered Statements:** I agree to: 1. attend at the Branch as soon as possible after the Delivered Statement is at the Branch to review the Delivered Statement; **and** 2. to notify the Bank, in writing, within thirty (30) days after the date on which the Delivered Statement is at the Branch if there are errors, omissions or irregularities in the Delivered Statement. If I do not attend at the Branch within thirty (30) days after the Delivered Statement is at the Branch, I acknowledge and agree that the Bank, may, in its sole discretion, no longer deliver Account Statements to the Branch.

In the event that: (i) Account Statements are not mailed to me; (ii) Account Statements are not delivered to a Branch; (iii) the Mailed Statement is not received by me; or (iv) the Delivered Statement is not delivered to the Branch; then, I agree to: 1. review the Account Statement at least once every thirty (30) days, either by attending at a Bank branch, by attending at a Bank automated banking machine, by using the internet, by using telephone banking or by any other method; **and** 2. to notify the Bank, in writing, if there are errors, omissions or irregularities within thirty (30) days after the date on which the applicable entry was posted to the Account.

“**Undeliverable**” means the Mailed Statement is returned for any reason, including, but not limited to, the fact that: 1. my last recorded mailing address, according to the Bank’s records, was not an existent address or is no longer an existent address; 2. my last recorded mailing address, according to the Bank’s records, is no longer my mailing address and I have not provided to the Bank notice, in writing, of the change in my mailing address; or 3. the Mailed Statement was mailed to my last recorded mailing address, according to the Bank’s records, and receipt of the Mailed Statement was refused by me or by someone else.

4. **SECURITY:** I undertake to keep secret and secure all passwords, codes, identities, user names, etc. that the Bank issues to me and undertake to keep the Bank indemnified, safe and harmless against their misuse – willingly, negligently or unknowingly.
5. **CONDUCT:** I undertake to operate the Account and the allied facilities in a manner that is responsible and abiding to the terms and conditions laid out in this Agreement and the laws of the countries that govern the operation of such Accounts. I undertake to keep the Bank indemnified, safe and harmless against any misconduct or illegal activity done by me, willingly, negligently or unknowingly.

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6. **REPORT OF LOSS / THEFT:** I must notify the Bank immediately if my Bank Card(s), or any cheques are lost or stolen, or if there are other circumstances from which one might reasonably infer that a fraud may occur or have occurred in connection with the Account. Subject to any other agreement I may have with the Bank, the Bank will not be liable for any improper withdrawal from the Account if I have not given the Bank immediate notice as required by Clause 3, or if my estate has not given the branch which administers the Account immediate notice of my death.
7. **LIABILITY FOR FORGERY:** The Bank will only be liable for a loss due to a forged or unauthorized signature on, or any alteration of a cheque or other payment instrument if I do both of the following:
  - a. I notify the Bank of the alleged forgery or alteration in writing and within the time period required by Clause 3 above, and
  - b. I prove that I took all reasonable steps to prevent the forged or unauthorized signature or the alteration and the resulting loss, and that despite that fact, the loss was unavoidable;
8. **INDEBTEDNESS:** I authorize the Bank to debit the Account for all charges, purchases, advances, instruments, cheques, instructions issued, signed or authorized by me, either in writing, electronically or via the internet and for all applicable fees as set out on the Disclosure Documentation. I also authorize the Bank to debit the Account any other indebtedness I may owe the Bank. I undertake to honour the said liability and agree to pay the Bank the full amount of indebtedness upon applicable due dates or on demand by the Bank.
9. **OVERDRAFT AND CREDIT LIMIT:** The Bank may allow an overdraft in the Account upon my prior written request or for any reason including, but not limited to, as a result of withdrawals, cheques, charges, fees, purchases, advances or otherwise, at its sole discretion. The following apply to this section:
  - a. If the Bank does allow the Account to become overdrawn, then I must pay the amount by which the Account is overdrawn immediately, upon the Bank's demand. I authorize the Bank to debit the Account the Bank's service fee(s) in respect of the overdraft, plus interest on the overdraft amount at the rate in effect from time to time.
  - b. The Bank shall set up an Overdraft Limit for the Account. I will not make an Account Withdrawal, which would cause my Overdraft Limit to be exceeded. The Bank has absolutely no obligation to pay an Account Withdrawal that would cause my Indebtedness to exceed my Overdraft Limit or to be further exceeded.
  - c. For each calendar month in which an Account is overdrawn, I will pay the Bank the greater of: (i) interest on the indebtedness, calculated in accordance with Clause 9 d; or (ii) The Minimum Charge. If more than one Account is overdrawn in the same calendar month, the greater of interest calculated in accordance with Clause d or the Minimum Charge is payable for each Account.
  - d. Interest will be calculated and debited monthly to the Account to which it relates, based on the final daily indebtedness in the Account throughout the calendar month. The rate of interest I will pay is the nominal annual interest rate set by the Bank from time to time in accordance with Clause 10. Interest at the rate set by the Bank will apply both before and after the indebtedness becomes payable, before and after this Agreement is terminated, and before and after judgement is obtained against me.
10. **CHANGES TO THIS AGREEMENT, THE INTEREST RATE OR FEES:** Subject to applicable law, the Bank may, from time to time, change the terms of this Agreement (including, but not limited to, applicable interest rates, fees, charges, or overdraft limits). The Bank will give me not less than forty-five (45) days' notice of any such changes (such notification may be through mail, email, postings in the Bank's branches, in my Account statements, on the Bank's internet sites, ATM screens, or by other like methods). I may choose to close any of the Accounts under this Agreement without having to pay the Bank amounts in respect of such closure if I prefer not to accept any such changes.
11. **STOP PAYMENTS:** If I give the Bank instructions to stop payment of any Instrument, I acknowledge that I will provide the Bank with complete details of the Instrument, and pay the appropriate service charge. The Bank will use its commercially reasonable efforts to stop payment of such instrument. The Bank is only required to stop payment of the Instrument if it exactly matches the details I have provided else, the Bank does not have to reimburse me for the amount of the Instrument. If for any other reason the Instrument is paid, then subject to the terms of this section, the Bank will reimburse me for the amount of the cheque and refund me the service charge unless it represents payment of a just debt due and owing by me. I will review my statements to determine if the instrument has been paid in error and, if so, I will notify the Bank immediately. The Bank will not, however, be required to reimburse me for the amount of the Instrument unless I notify the Bank within the time period specified in Clause 3 of this Agreement. I agree and understand that stop payments cannot be issued by me on the Bank Card transactions.
12. **INTERNET BANKING, E-MAIL, TELEPHONE AND FAX:** Any reference in this section to "electronic instructions" or "my instructions" refers to internet, e-mail, telephone or fax instructions. E-mail instructions will only be accepted from my e-mail address stated on this application form. I agree as follows:
  - a. Authorized Instructions. I authorize the Bank to act upon any electronic instructions from me to conduct any banking transactions in the Account.
  - b. Risks. I hereby understand that electronic instructions are not secure means of communication and I assume full responsibility for the risks of doing so.
  - c. Acting on instructions. The Bank reserves the right to refuse to act upon such electronic instructions at its sole discretion and demand written instructions in lieu thereof.

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- d. The Bank's liability. The Bank will not be responsible for any costs, damages, demands or expenses that I may incur due to the Bank's acting or failing to act upon my electronic instructions, except for the Bank's negligence or misconduct where the Bank's liability will be limited to the amount of the transaction. The Bank will not in any event be liable for any special, incidental, consequential or indirect damages or losses.
  - e. Indemnity clause. I will indemnify and save the Bank harmless from any claims, damages, demands and expenses that the Bank incurs (other than due to its own negligence or misconduct), including among other things, all legal fees and expenses, arising from the Bank acting, or declining to act, on any of my instructions given under this agreement. I provide this indemnity in addition to any other indemnity or assurance against loss provided by me to the Bank.
13. **STORING INFORMATION:** The Bank may record and store all information relating to my Account in such form and by such means as the Bank sees fit. I acknowledge and accept that the Bank is not obligated to retain or return original Items, instruments or cheques or to provide me with copies of any Account statements, Items or other documents. The Bank may, do so only in its discretion and subject to availability upon my written request. I will pay the Bank its applicable charges for any searches I request in advance or upon demand.
14. **CONSENT:** I understand that the Bank protects all of my Information but there are instances where the Bank will need to provide Information to third parties and the Bank requires my consent in order to do so.

I hereby consent to the collection, use and sharing by the Bank (including its parent, subsidiaries, related entities or affiliates or their respective successors and assigns) (the "**Bank Group**") of Information about me collected during the course of my relationship with the Bank with any member or members of the Bank Group, in whichever country such member conducts business. I also consent to the Bank collecting, using and sharing Information with any domestic or foreign: (a) governmental, regulatory (including bank regulators), tax, judicial, law enforcement, administrative or self-regulatory authorities, agencies or departments (b) financial institutions (including correspondent or intermediary banks) (c) entities providing outsourcing services to the Bank (d) credit bureaus or similar reporting agencies, or (e) authorities, agencies, departments or other parties as may reasonably be required for the purposes of: (i) identifying me; (ii) qualifying and providing me with products and services; (iii) processing my transactions; (iv) verifying Information I may provide; (v) managing the Bank's or the Bank Group's business; (vi) protecting me, the Bank or the Bank Group from error and illegal activity; (vii) facilitating domestic or foreign tax, regulatory or other reporting; (viii) contemplating or entering into business transactions such as selling or securitizing assets; (ix) complying with legal or regulatory obligations including responding to requests made pursuant to applicable treaties; or (x) informing me about other products or services.

I may choose to close any of the Accounts under this Agreement without having to pay the Bank amounts in respect of such closure if I prefer not to consent to the sharing of my information referred to above.

The Bank will only be liable for direct damages resulting from the Bank's, its parents', subsidiaries', affiliates', agents', suppliers' or third party service providers' negligent acts or omissions arising from the performance of the obligations under this Agreement.

For the purposes of this section, "Information" means any information or data in any form, including paper, electronic, video or voice recording, and includes (but is not limited to) personal information (such as name, address, contact details, age, marital status, education, employment history, identification numbers, financial information and credit records) or any information or record either (a) related to any product or service provided by the Bank Group to me or an Account over which I have signing authority or a legal or beneficial interest or ownership; or (b) to transactions (including those between me and the Bank) in respect of these products or services.

15. **ANTI-MONEY LAUNDERING:** Anti-money laundering legislation requires that the Bank verify the source of funds before accepting deposits or processing transactions and report unusual transactions to the relevant authorities. I hereby consent to the Bank to disclosing this information to any statutory, financial or regulatory bodies for the purpose of ensuring that "the Bank" complies with anti-money laundering legislation. I will indemnify the Bank for its out of pocket expenses, including, but not limited to, reasonable legal fees and court costs, for any investigation or potential investigation under applicable anti-money laundering legislation regarding the Account, including, but not limited to, seeking direction from a court of competent jurisdiction on the Bank's rights and obligations in such matters.
16. **BANK PROPERTY:** I acknowledge that all cheques and Bank Cards issued to me are the property of the Bank and I shall safeguard them from loss, theft or misuse at all times.
17. **CHANGE OF PERSONAL INFORMATION:** I undertake to provide the Bank in writing any change in my personal information including, but not limited to, name, address, contact telephone numbers, financial position, solvency and any other information that may affect the conduct of my agreement with the Bank.
18. **DISRUPTION OF SERVICE:** I acknowledge that the Bank shall perform its obligations under this Agreement in normal circumstances. However the Bank shall not be liable for any damages as a result of force majeure or disruption due to natural disasters, power failures, communication and transport systems failures, wars, strikes, coups and all such natural or man-made acts that are disruptive in nature.

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### 19. CHEQUES:

- a. Cheques may not be drawn on the Bank except on the forms supplied by us and registered for the Account. Applications for new cheque books should be made on the printed application form or in any other way that the Bank may prescribe or permit from time to time. Any new cheque book(s) may be sent to you at the Bank's discretion by post (whether by ordinary or registered mail), courier or in any other manner the Bank deems appropriate at your cost and risk (including the risk of disclosure of any information concerning the Account arising thereby).
- b. The Bank may accept foreign currency cheques for clearing in the manner then prevailing for the acceptance of such cheques as the Bank may determine from time to time. Your Account will be credited with the proceeds of such cheques only after the Bank has deducted fees, taxes and charges related to the clearing of the cheques and after converting the amount of the currency of the cheque to the currency of the Account. All adjustments based on exchange rates, bank commission, stamp duty and other charges upon clearance of the cheques and all risks connected with the clearing including, but not limited to, exchange rate movement shall be for your Account.
- c. Foreign currency cheques and other financial instruments received for collection will only be credited to your Account after the Bank receives payment of the proceeds.
- d. Cheques drawn on local banks are only cleared on a designated Clearing Day, which must be a Business Day.
- e. Cheques drawn on local banks are credited when deposited but cannot be drawn against until the proceeds have been received into the Account. The Bank will debit the Account if such cheques are dishonoured.
- f. Clauses 19.c, 19.d and 19.e shall apply to all cheque deposits placed with the Bank whether over the counter or through any other means.
- g. You hereby authorize the Bank to debit your Account with any amount that was credited in respect of cheques or other instruments that are subsequently dishonoured or returned unpaid.
- h. Cheques or financial instruments deposited by you and dishonoured or which cannot be processed by the Bank for any reason may be returned by ordinary mail to your Account mailing address at your own risk and expense.
- i. The Bank may refuse to accept any cheque or financial instrument for deposit. This includes any cheque on which the payee's name is not identical with your name and any cheque made payable to a corporation, firm, partnership, limited liability partnership, society, association, trade union, institution or other business concern for credit to your Account.
- j. The Bank may refuse to pay cash if the payee is a corporate entity even though the word "bearer" is not cancelled and the cheque is not a crossed or "A/C Payee" cheque.
- k. The Bank reserves the right to charge for issuing cheques and cheque books at the Bank's prevailing rates.
- l. The Bank may refuse to act on stop payment instructions unless the Bank receives a written request signed by any signatory of the Account or a verbal request from any signatory of the Account subject to the Bank verifying the identity of the person making the request. Stop payment on cheques will be effected based on the cheque number(s).
- m. Stop payment instructions will be valid for such period as the Bank determines from the date on which the Bank receives your verbal or written instructions. Any charges will be debited from your Account regardless of whether your stop payment instruction was processed successfully.
- n. You agree not to make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with the Bank without first notifying the Bank and entering into such arrangements as the Bank may require. The Bank may (but are not obliged to) verify any stamps or seals or other instruments against your specimen stamps or seals or other instruments. If you or any person acting on your behalf make use of any stamps or seals or other instruments in drawing cheques, or other forms of withdrawals, or in communications with the Bank in breach of these Terms and Conditions, the Bank may, without notice to you, refuse to honour or pay such cheques or requests for withdrawals or disregard such communications. The Bank will not be liable in any way for any loss arising from honouring, paying or relying on such cheques, requests or communications and/or failing or refusing to honour, pay or rely on such cheques, requests or communications.

### 20. CHEQUE TRUNCATION (applicable in Bahamas ONLY):

- a. You acknowledge that you are aware that the Bank is a member of and participant in the clearing house system operated by Bahamas Automated Clearing House ("BACH"), which system is operated pursuant to the System Rules made by BACH (the "BACH System Rules").
- b. The Bank may (but shall not be obliged to) submit all cheques and other instruments presented to us for collection to BACH for payment and settlement in accordance with the BACH System Rules as same may be amended from time to time and any agreement between the participating banks.
- c. The Bank may present a cheque for payment to the bank on which it is drawn by way of electronic transmission of an image and the electronic payment information of the cheque, instead of presenting the cheque itself and any cheque thus presented shall be deemed to be duly presented for payment. You hereby waive any right to physical presentment of cheques for payment notwithstanding the provisions of the Bills of Exchange Act ("BEA").
- d. Any cheque presented in accordance with the aforesaid provision shall be deemed to have been presented at its "proper place" within the meaning of section 45 of the BEA.

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- e. For the avoidance of doubt, any payment made upon presentment in accordance with this section shall not be taken to have been made outside the ordinary course of business or in bad faith or negligently solely because it is made upon transmission of an image and the electronic payment information of the cheque rather than the cheque itself.
- f. Where you deposit a cheque to your Account and such cheque is dishonoured by reason of non-payment or otherwise in circumstances where the Bank might otherwise be obliged to return to you the original of any such cheque or other instrument, the Bank is not obliged to return to you any such original and it shall be sufficient that we (subject to such conditions as the Bank may impose) issue to you the Image Return Document ("IRD"), or a certified copy of the original cheque, relating thereto provided always that the Bank may (in its sole discretion and subject to such conditions as the Bank may impose) nevertheless return the aforesaid original in lieu of the relevant IRD or certified copy.
- g. The Bank shall not be obliged to replace any IRD or certified copy of a cheque or other instrument that has been lost or destroyed unless the Bank was, at the time of such destruction or loss, in possession of the IRD, certified copy of the cheque or other instrument.
- h. Subject to any conditions which the Bank may impose from time to time, where a cheque has been dishonoured, the IRD or certified copy of the cheque that was returned to you may be re-presented to the Bank for payment. The Bank reserves the right to reject any IRD or certified copy of a cheque that is altered, mutilated or torn.
- i. The Bank shall be entitled to:
  - i. honour and make payment on any cheque, IRD or certified copy of a cheque or other instrument presented for clearing which is presented in accordance with the BACH System Rules or other rules governing the operations of the automated clearing system or any agreement between the participating banks and/or any cheque or other instrument presented for clearing which is presented in accordance with any applicable legislation, and
  - ii. debit any Account or require you to reimburse the amount paid in respect of such cheque, IRD or certified copy of cheque or other instrument.
- j. Where the Bank has paid on any cheque or other instrument as aforesaid drawn or purportedly drawn by you (and/or on the image and relevant electronic payment information in respect thereto):
  - i. The Bank is not obliged to return to you the original of any such cheque or other instrument and it shall be sufficient (when so requested by you and subject to such conditions as the Bank may impose) that the Bank issues to you the electronic image of such cheque or other instrument or a printed or electronic copy thereof;
  - ii. you consent to the retention and storage of the aforesaid original by the relevant presenting bank and/or the designated agent of such presenting bank and to the destruction of the aforesaid within such period as is allowed by the BACH System Rules or other rules governing the operations of the automated clearing system or any agreement between the participating banks or any relevant statute of The Bahamas; and
  - iii. you consent to the retention and storage of the electronic data and/or image in respect of the aforesaid original arising from the automated clearing house process in accordance with (and, unless the Bank otherwise determines acting in its discretion and subject to such conditions as the Bank may impose, only for so long as the retention period specified in or pursuant to) any rules and/or regulations of the BACH and to the destruction of the aforesaid electronic data and/or image upon the expiry of the retention period so specified without the Bank retaining a copy in any form or medium;Provided always that the Bank may (acting at its discretion and subject to such conditions as the Bank may impose and/or the relevant rules and/or regulations of the BACH) nevertheless return the aforesaid original in lieu of the relevant electronic image or a printed or electronic copy thereof.
- k. The Bank is entitled to disregard the presence or absence of any company or personal stamp(s), seal(s) and/or similar marking(s) on:
  - i. any cheque (including but not limited to, a cheque which under the BEA or otherwise is not transferable) or other instrument (including, but not limited to, an instrument to which the BEA applies) drawn or purportedly drawn by you; or
  - ii. the image and/or relevant electronic payment information in respect of any such cheque or other instrument as aforesaid, even though you may have issued us contrary instructions, or the mandate for the Account may contain contrary instructions.
- l. The Bank shall not be liable to you (or any third party claiming through you) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising in connection with its clearing of cheques and other instruments through the automated clearing house including, but not limited to, the acts or omissions of any person or entity and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless it is caused solely and exclusively by the negligence or fraudulent or dishonest act of the Bank or its officers or employees.
- m. The Bank has absolute discretion (without incurring any liability to you) to determine whether to process through the BACH and/or any other clearing and/or settlement system as the Bank thinks fit any article, document or item

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including, but not limited to, cheques and other instruments (including, but not limited to, an instrument to which the BEA applies).

- n. Any reference in these Terms and Conditions to cheques and/or other instruments shall, where the context requires, include a reference to an IRD, or a certified copy of the cheque or instrument.
  - o. You agree that any IRD or any other image transmitted or retained in electronic form may be admitted in evidence as an original document and agree that you will not challenge the admissibility of any such IRD or electronic image on the grounds only that it is made or recorded in electronic form.
21. **ACCOUNT CLOSURE and TERMINATION:** The Bank reserves the right to close any Account upon giving thirty (30) days' written notice. At any time after the expiration of the notice period, the Bank shall forward by registered mail to the Account holder's last recorded mailing address, a cheque representing the balance on the Account, if any, as at the date of closing. Any item(s) or instrument(s) drawn or presented for payment or deposit after such closure will be declined by the Bank and these item(s) or instrument(s) will be returned to the Account holder. The Bank shall not be liable for any damages arising out of the dishonouring or returning of such item(s) to you. You agree to fully indemnify the Bank against any third party claim(s) that may arise out of any such return or dishonour. In the event of Account closure due to inactivity, the Bank will, in accordance with the regulations of the jurisdiction in which this Agreement is signed, transfer the balance of this Account to the relevant authority after the period of inactivity specified in those regulations. In this event, I undertake to promptly return the Bank's property (as detailed in Clause 16 above) and pay to the Bank all my dues and indebtedness (as stated in Clause 8 above).
22. **JOINT TENANCY:** Unless otherwise agreed in writing, all money which is now or may later be credited to the Account (including, but not limited to, all interest) is joint property with the right of survivorship. That means that if one of you dies, all money in the Account automatically becomes the property of the other account holder(s). In order to make this legally effective, you each assign such money to the other account holder (or the others jointly if there is more than one other account holder).
23. **WITHDRAWALS:** Each of the undersigned authorizes FirstCaribbean International Bank Limited to accept as a valid discharge any withdrawal, cheque, receipt, other voucher or payment instrument which is signed by the sole applicant; or, in the case of a joint Account, as per the Joint Account Mandate (Section 6 of the application form).
24. **SEVERABILITY:** If any clause of this Agreement is found by a court of competent authority to be void or unenforceable, that clause will be severed without affecting the validity or enforceability of any other provisions of this Agreement.
25. **JURISDICTION:** This Agreement shall be construed in accordance with and governed by the laws of the jurisdiction where the Account is opened and operated.
26. **CONTACT:** By providing an email address, telephone number and/or mobile telephone, the Account holder or the joint Account holders authorize(s) the Bank to contact the Account holder or the joint Account owners by any of these means.