

TERMS AND CONDITIONS

The following provisions are intended to govern the relationship between Inteligo Bank Ltd. NASSAU, BAHAMAS (hereinafter referred to as "the Bank"), and its customers (hereinafter referred to as "the Client") with respect to any account (s) or service (s) established at the Bank. If more than one person signs this agreement, it is understood that the word "Client" includes both or all of the persons who sign, and the rights, obligations and responsibilities of such persons shall be joint and several.

THESE PROVISIONS ALONG WITH THE APPLICATION, ANY ADDITIONAL AGREEMENT FOR ACCOUNT OR SERVICES THE CLIENT HAS REQUESTED, SCHEDULES, DISCLOSURES AND SUPPLEMENTAL FORMS, AND ALL AMENDMENTS AND SUPPLEMENTS TO ANY OF THEM, ARE REFERRED TO COLLECTIVELY AS THE AGREEMENT BETWEEN THE BANK AND THE CLIENT.

1. OPENING OF ACCOUNT(S)

Signing the Bank's account application forms (the "Application"), or the signature card (the "Signature Card"), or acceptance of a copy hereof by the Client shall constitute the Client's agreement to these terms and conditions. The Client agrees to notify the Bank promptly in writing of any changes in his address or taxation status. Any communication addressed and delivered to the Client to his address and contact information set forth in the record of the Bank shall be considered properly mailed.

The Application, the Signature Card, a Power of Attorney or any other authorization made by the Client (in form of an authorized signature(s) of the Client book or otherwise) contain sample copies of the signatures, which are hereby acknowledged by the Client and the Bank, and the Bank is entitled to rely thereon.

For the avoidance of doubt, if there is more than one Client and the Client indicates, in any of the Bank's application forms, that the account(s) established with the Bank is/are to be "joint", the rights, obligations and responsibilities of such persons in relation to any such account(s) shall be joint and several. Upon the death of one of the Clients, the surviving Client(s) shall automatically become the owner(s) of the account by right of survivorship.

The Client also agrees to notify the Bank promptly in writing of any changes in the authorized Signatories of the account, due to changes in their powers of attorney or revocation of powers. If the Client does not comply with informing the Bank of such changes or revocation of powers, the Client agrees to fully protect the Bank from any loss or liability incurred in relying on instructions or communications given by those authorized Signatories.

2. DEPOSITED OR CASHED ITEMS AND WITHDRAWAL

All items deposited in any account or cashed for any Client are received by the Bank as debtor to the Client and are subject

to the Bank's right of set off ("collection"). Any credit that may have been made to the Client's account (s) for any item that is not finally collected shall result in such credit being rescinded or cancelled. The Bank is authorized to accept for the Client's account (s) all remittances of funds or other property from third parties.

After any account is opened, deposits and withdrawals from the account shall be made only upon presentation to the Bank of a written order, on the appropriate form furnished by the Bank for such purpose. Withdrawals of money from the Client's account may be made by the Client either in person or by written order of withdrawal by mail or through another Bank. Nonetheless, the Client hereby authorizes the Bank to make deposits and withdrawals between the Client's accounts, as is necessary, in the best interest of the Client, without the need for prior written authorization.

Delivery by the Client or collection of drafts, checks and other items (and accompanying deposit slips) to the Bank is at the Client's absolute risk of loss and the Bank has no liability whatsoever for failure or lateness of any delivery thereof or for the loss, damage or mutilation thereof keeping clear and legible photocopies of the front and back of all drafts, checks and other items delivered to the Bank for deposit or collection.

Except as otherwise provided, if the funds or deposits received to open an account were not in U.S. currency, the Bank shall convert the funds into U.S. currency at the prevailing rate of exchange on the effective date of the deposit; in regard to the checks drawn upon a foreign Bank received for deposit, the Bank shall charge its ordinary collection fees.

3. BANK'S RIGHT TO REFUSE A PAYMENT

If the Client gives an order or instruction that exceeds the available funds or line of credit the Bank has the right to execute any such orders or instructions only up to the amount covered, choosing the transactions and the order of priority thereof, to be carried out regardless of the time of arrival of the Client's instructions or, whether such insufficiency of funds resulted from the payment of other orders, the return of any item relating to an order or the imposition of any payment from the Bank, including service or maintenance charges.

4. INTEREST

The interests on any Client's interest bearing account(s) shall be paid by the Bank at the regular rate the Bank pays with respect to similar accounts. The Bank has the right to change interest rates at anytime in accordance with the changes it makes to rates on similar accounts.

5. ASSIGNMENT

No assignment on an account shall be effective unless notification of the assignment has been delivered to the Bank in writing to the Bank's satisfaction and then only after the Bank has given written approval and has had reasonable time

to record the assignment on its books and records. However, it is not a policy of the Bank to allow assignment of any accounts.

6. BANK'S LIABILITY & INDEMNITY

The Bank shall use due diligence in the selection of collection agents and correspondent Banks (hereinafter collectively "Correspondents") but shall not be liable for the insolvency, negligence, misconduct, error, or default of any such Correspondent or for loss or destruction of any item in transit or in possession of others. The Bank or any correspondent may waive presentment notice and protest on all items for which credit or value is given in whole or in part or which are received for Client collection or may send any item, directly or indirectly to any bank, including the drawer or the payer, or to any non-Bank payer.

Without limiting the generality of other provisions of this agreement or any other agreement between the Bank and the Client, the Bank shall not be liable to the Client for any failure, omission, delay, interruption or error in the fulfillment of any of the terms, covenants or conditions of this agreement, or otherwise due to causes beyond the control of the Bank including, without limitation, Bank moratoriums or holidays, currency restrictions, trading suspensions, acts of God, public enemy or superior governmental authority, change in the applicable legislation, war, civil commotion, terrorism, cyberterrorism, compulsion, insolvency or ordinary negligence of other Banks. The Bank shall have no responsibility or liability (either at the Client's branches or at any other office of the Bank wherever located) to the Client for any reduction in the Client's available funds due to restrictions imposed or actions taken by any government, Central Bank, or other fiscal, monetary or other authority. The Bank's sole liability and obligation with respect to any account, or any agreement between the Bank and the Client respectively, shall be to pay the Client, (a) any credit balance in such account after giving effect to the applications, transfers and reductions thereof and deductions therefrom by the Bank, permitted under this agreement and, (b) any net proceeds payable under the provisions of any such other agreement in the Bank.

To avoid any doubt, the Bank shall not be liable for any damage, loss or expenses suffered by the Client from any act or omission whatsoever unless caused by the willful default or gross negligence of the Bank. The Client hereby agrees to indemnify the Bank and hold it harmless from and against all claims, demands, proceedings, penalties, liabilities and expenses suffered or incurred in connection with the provision of services to the Client by the Bank under this agreement, including legal expenses incurred in settling, defending or negotiating the same, providing only that this indemnity shall not extend to the consequences of any willful default or gross negligence of the Bank. This exculpation of indemnity is in addition to and without prejudice to all other exculpations and indemnities expressed or implied for the benefit of the Bank or generally available to it by law or otherwise.

7. STATEMENTS, BANK CORRESPONDENCE

The Bank shall include in the account statement, unless the Client specifically requests that a statement of the account (the "Statement") be mailed or otherwise physically sent to it, the items paid in support of the debit entries of such statement The

Client shall promptly and carefully examine such statement, and items to discover any irregularity, including but not limited to, any unauthorized signatures or alterations and shall notify the Bank promptly, in writing, of any such discrepancy within fifteen (15) calendar days subsequent to the time that the Client is notified that the Statement has been posted on the website or such Statement and items were first mailed or made available to the Client. In those situations in which the Client has authorized the Bank to hold correspondence, this section shall apply as if the Client had received such Statement on the date that appears on the statement.

In those situations in which the Client has appointed an attorney-in-fact pursuant to a Power of Attorney, fulfillment of the obligations of this section to and by the attorney-in-fact shall be the same as if entailing action by the Client itself. Subject to the timely notification from the Client pursuant to the foregoing paragraph, any Statement of any account of the Client shall be, in the absence of manifest error, conclusive evidence of the transactions and other matters set forth therein.

Other than Statements, the Client hereby requests and authorizes the Bank to deliver any and all mail and correspondence ("the Mail") to the Client at the address that appears in the Bank's records, including the email address indicated thereof, as the case may be, or at such address as the Client may advise the Bank from time to time.

The Client understands that theft, accidents, errors in Instructions and/or communication or other mishaps may occur in the delivery of the mail and may result in the mail failing to reach its ultimate intended destination. Therefore, the Client agrees to release the Bank from any liability stemming from any actions, claims, proceedings, costs or liabilities of any kind whatsoever resulting from or arising in relation to the failure of the Mail to reach its intended destination in any such circumstances.

8. BANK'S INDEMNITY (SECURITY AGAINST LOSS)

If the Bank believes in its absolute discretion that any Instruction that it agrees to accept might expose it to claims, suit, losses, expenses, liabilities or damages, whether directly or indirectly, it may require a satisfactory indemnity from any Client before following such instructions.

9. TERMINATION OF ACCOUNT

The Bank may at any time terminate, without the need to indicate the reason, any account established under this agreement and in doing so will incur no liability by mailing notice of termination to the Client's address set forth in the Bank's record. The Bank may, at the Client's risk, mail a check to the Client at such address for the balance of such terminated account provided that all fees, expenses and costs incurred by the Client have been settled in full.

10. ENFORCEMENT OF OBLIGATION

In the event that (a) The Client fails to pay or fulfill any obligations to the Bank when due or immediately upon the Bank's demand thereof, (b) the Client, if a natural person, becomes or is declared incompetent, (c) the Client, if a natural

person, dies, (d) the Client liquidates or dissolves voluntarily or involuntarily, (e) the Client becomes insolvent or a petition of bankruptcy is filed by or against the Client's assets or properties, (f) an attachment or restraining order is levied against one or more of the Client's accounts, (g) any collateral deposited or delivered by the Client or otherwise in possession of the Bank to secure the Client's obligations is deemed by the Bank, in its absolute discretion, to be inadequate or, (h) any of the accounts is terminated, all the obligations the Client has with the Bank may be declared to be and shall be payable to the Bank.

The Client hereby expressly waives demand, presentment for payment, notification of non-payment, protest, notice of protest and all other notices, filing of suit and diligence in collecting any obligations or enforcing any other remedy with respect thereto. The Bank may send any instrument drawn or endorsed in the name of or on behalf of the Client, directly or indirectly, to any banking institution and to any drawer or payer thereof. As a first consideration the Bank shall not be required to make demands upon, commence suit against or pursue or exhaust its other remedies against the Client or against any item of his obligation now or hereafter owed to the Bank and any affiliate by the undersigned, either individually or jointly, and it may simply charge the obligation to any deposit account in the name of the undersigned or in the name of the undersigned and another or others.

11. COLLATERAL AND SECURITY AGREEMENT AND SET OFF

As security for the full and timely payment of all obligations from the undersigned to the Bank or any of its affiliates, whether arising under this agreement or any other agreement between us, the undersigned hereby assigns and pledges to the Bank and any of its affiliates (as advised by the Bank) ("Affiliates") and grants the Bank and Affiliates a security interest in all deposits and credits in any account of the undersigned with the Bank and of any Affiliates or any credits with any claims of the undersigned against the Bank or any of its Affiliates (including, without limitation, rights under wholly or partially performed contracts, providing for transactions in or open positions with respect to precious metals) and any securities or other properties of the undersigned or its Affiliates and the proceeds thereof for the account of the undersigned, whether for safekeeping, custody, pledge, transmission, collection or otherwise.

The Bank is hereby authorized at any time and from time to time without having to notify the undersigned, to set off, appropriate and apply any or all of the foregoing items, deposits, accounts and property against any or all the obligations of the undersigned to the Bank or any Affiliate, whether under this agreement or otherwise, and whether now existing or hereafter arising, in addition to any other rights and remedies, the Bank and any of its affiliates have under any applicable law. No such demand, commencement of suit or other action by the Bank shall be deemed or considered to be its election of remedies. The rights and remedies of the Bank under this agreement, or with respect to the transactions contemplated hereby, shall be cumulative and not exclusive and may be exercised by the Bank from time to time and as often as the Bank determines in, its absolute discretion, to be necessary.

12. RIGHT OF WAIVER

The Bank may waive any of its rights and powers under this agreement but such waiver shall apply only to such instance with respect to the particular right or power being waived and shall not operate as a waiver of any other rights or powers of the Bank under this agreement.

13. APPLICABILITY OF RULES AND LAWS

The Account (s) shall be subject to these Terms and Conditions and to any applicable laws of The Commonwealth of The Bahamas. The Account (s) shall also be subject to the general rules and by-laws of the Bank including any present and future amendments thereto. These Rules and Regulations are subject to change without prior notice and any such change shall be effective immediately. By signing a Signature Card, Application or agreement for an account or service provided by the Bank, the Client agrees to be bound by these Rules and all applicable laws and Regulations of The Commonwealth of The Bahamas. The Bank may change these Rules at any time.

In any dispute or controversy that may arise with regard to any account, these Rules shall be construed in accordance with the laws of The Commonwealth of The Bahamas.

The Client agrees that this agreement and all transactions thereunder are to be construed and governed by the laws of The Commonwealth of The Bahamas and that if any claim or action at law is brought by the Client, or if any dispute arises thereunder in connection with any transaction with the Client, such action shall be brought before the courts of Bahamas, which the Client agrees shall be the exclusive forum for adjudication of any dispute arising under this agreement.

14. CLIENT'S COMMUNICATIONS

Without limiting the generality of other provisions of this agreement, the Client may request the Bank to accept and execute the Client's orders, instructions or communications, whether orally or in writing, by telephone or electronic communication ("Electronic Means"), according to the rules and procedures approved by the Bank by entering into the Indemnity Agreement and upon its terms and conditions. Therefore, all verbal and electronic instructions of the Client made to the Bank will be governed and ruled subject to the Indemnity Agreement provisions.

The Client hereby consents and expressly waives all rights to contest the taping or other mechanical recordings by or on behalf of the Bank of oral or telephone conversations constituting communications or purporting to effect an order or instruction upon the Indemnity Agreement. Notwithstanding the foregoing and without limiting other provisions of this agreement the Bank may, at any time in its discretion, require confirmation with agreement, respect to any oral or telephone communication without expense to the Bank, in writing or by Electronic Means within three (3) business days (or any period of time required by the applicable law, to be afforded by the Client whichever is longer) after the Bank's receipt thereof, orally or by telephone.

The Bank shall be protected in acting upon any communications from the Client. The Client assumes all

risks involved in connection with communications to or from the Client hereunder including, but without limitation to, risks arising or resulting directly or indirectly from delays or errors in transmission in identifying or locating the Client or the designee thereof, or in translation or interpretation of terms and provisions, technological telecommunication or electronic malfunctions of equipment, and failure of mail, hand delivery, Electronic Means, or other mean of communication, except for risks directly resulting from the Bank's willful misconduct or gross negligence as duly demonstrated.

The Client agrees that so long as the Client's account is open, the Bank may monitor or record the conversations and telephone calls (should the Bank choose, under its discretion, to do so) that the Client has with the Bank's employees or agents for the purpose of verifying transactions, quality control, or for other business reasons. The Client waives any notice other than this provision that its communications shall or may be recorded at any time.

If the Client provide us with his cell phone number as a contact number for the Account, the Client agrees that the Bank may call that number with service messages, including calls via an auto-dialer or prerecorded calls. Confidentiality and integrity of messages via email, facsimile, or other electronic media cannot be assured, and electronic media may not always transmit correctly, so the Client will not assume the Bank has received a message via such media if the Bank does not respond within a reasonable time. The Client understands that messages left on a voice-mail system may not be collected immediately for various reasons and, again, the Client should not assume the Bank has received a message if the Bank does not respond within a reasonable time. The Client understands that the Bank does not accept securities, money transfers or other instructions sent by electronic media and will not be responsible for them. Should the Bank agree to accept instructions that the Client sends by such media, the Client accepts that it does so at its own risk in accordance with this paragraph. The Bank may record and monitor communications via electronic media just as described above with regard to telephone conversations.

15. ENDORSEMENT GUARANTEES

The Client guarantees the regularity of all endorsements and the authenticity of all signatures on bills, checks, and other agreements with and instruments and documents presented to the Bank. Without limitation, this guarantee shall survive the termination or closure of any or all of the Client's Accounts. The Client agrees to reimburse the Bank upon its first request for guarantee and to acknowledge the effectiveness of such payments in advance.

16. FEES AND SERVICE CHARGES

Liability for fees, costs, expenses and disbursements of the Bank shall be that of the Client and the Bank shall be reimbursed for all costs, expenses and disbursements relative to its provision of services to the Client. Except as otherwise agreed between the Bank and the Client, the fees and service charges applicable to the use of accounts at the Bank are those published by the Bank from time to time. A schedule of the fees and service charges is available upon request at the Bank.

The Client authorizes the Bank to debit from any of his accounts for any ordinary service charges for operating such account. In addition, the Client agrees to pay on demand all losses, costs and expenses (including without limitation, fees and expenses from counseling), if any, incurred by the Bank in connection with or related to this agreement and any documents delivered hereunder, including losses, costs and expenses sustained as a result of, (a) a default by the Client in the fulfillment of its obligations and, (b) any claim by a third party, whether legally enforceable or not, or against any account of the Client with the Bank.

Should the Bank be served or receive any process, summons order, injunction, execution, restraint, garnishment, levy, lien or other legal process (hereinafter called "process"), and the Bank believes, in its absolute discretion and without liability, that it should withhold payment for any such account or otherwise refuse to honor any withdrawal of funds for any such account until process is annulled or disposed or resolved, it may do so. The Bank may charge to any account any expense, including reasonable attorney's fees, incurred by the Bank in responding to any process in relation to any account of the Client at the Bank.

In the event that the ownership of any account of the Client at the Bank or any part thereof becomes at issue due to causes beyond the control of the Bank, the Bank may freeze the balance of any funds in such account without liability to the Client and with hold payment until such ownership has been legally adjudicated. The Bank may charge to any account of the Client at the Bank any expense including reasonable attorney's fees and expenses incurred by the Bank in connection with any controversy concerning the ownership of any Account or any part thereof.

17. ABDICATION OF CONFIDENTIALITY RIGHTS

All information related to the Client's assets and liabilities, including any information related to any account maintained at the Bank, that is given to or obtained by the Bank in whatever capacity (all such information, referred to hereinafter as "Information"), shall be treated by the Bank as confidential and shall be held in strict confidence in accordance with the laws of The Bahamas. The foregoing notwithstanding, the Clients agrees and specifically authorizes the Bank and the Bank's affiliates, directors, officers, employees, auditors, counsel, agents, and representatives (each of such entities and persons hereinafter referred to as a "Representative") to disclose Information as follows: (a) to any person or entity at the request of the Client or with the Client's permission; (b) to any Representative, (c) to any person or entity where disclosure is required in the Bank's interests and for its protection, and (d) to any person or entity in response to a lawful request, examination, or inquiry by a government agency, a subpoena or other order issued by any Court of competent jurisdiction or administrative agency wherever located, or otherwise in accordance with the laws or regulations applicable to the Bank or the Representative responding thereto. For purposes of this paragraph, "government agency" shall mean an official agency, ministry, department, court, or other entity of the government of Bahamas, and any political subdivision thereof, or any other jurisdiction.

The Client agrees to reimburse all expenses, expenditure and losses, including legal fees and expenses, incurred by the Bank in complying with this clause; additionally, the Client authorizes the Bank to deduct said sums directly from the account(s).

18. DATA PROTECTION

18.1 Duty of Care and General Obligations

The Bank, in accordance with the Data Protection (Privacy of Personal Information) Act (Ch. 324A) (hereinafter called "DPA"), acknowledges its role as data controller in relation to any personal data collected, processed, kept, used and/or disclosed with respect to the Client (the 'data subject'). Under DPA, personal data refers to any data relating to a living individual who can be identified either from the data or from the data in conjunction with other information in the possession of the data controller. Further, the Bank acknowledges that it owes a statutory duty of care to the Client as it relates the collection of personal data or information intended for inclusion in such data or its dealing or handling with such data.

The Bank undertakes, in accordance with its obligations as data controller pursuant to section 6(1) DPA, and in relation to personal Client data kept by the Bank:

- to collect data, or the information constituting the data, by fair and lawful means;
- to ensure that data is maintained accurately and kept up-to-date pursuant to Client obligations set out in Clause 1 of these Terms and Conditions to inform the Bank of any relevant changes in personal information;
- only keep data for specified and lawful purposes and to only use or disclose such data in a manner compatible with those purposes, subject to the provisions contained in these Terms and Conditions, any relevant law of the Commonwealth of The Bahamas, or by order of a court;
- to only keep data that is adequate, relevant and not excessive in relation to the purpose for which it was collected;
- not to keep data for a period longer than is necessary; and
- to have in place appropriate security measures to prevent unauthorized access to, or alteration, disclosure or destruction of, or accidental loss or destruction of personal Client data.

The Client agrees to provide the Bank with accurate information, to the best of their knowledge and recollection, with a view to ensuring the Bank maintains accurate information in relation to the Client for internal recordkeeping purposes.

The Client further agrees and consents to waive any restrictions or exceptions to the disclosure of personal data ordinarily afforded to the Client in its capacity as data subject under DPA.

18.2 International Data Transfers

The Bank may transfer Client data outside the jurisdiction to its international branches and/or its parent companies for compliance purposes (for example antimony laundering regulations) and/or related companies that provide services to

the Bank and/or to third-party IT service providers with a view to improving our services, ensuring efficient data processing, providing industry-standard data security safeguards, providing server data storage, developing software, or generally improving our core IT, data management and processing systems. The Bank undertakes to use contractual or other legal means to provide a comparable level of data protection as that required under DPA from any third-party IT service provider or data processor to whom we may disclose Client information to for the purpose of data processing. Accordingly, the Client expressly agrees to the international transfer of Client data or information constituting such data.

18.3 Client Rights to Data

The Bank acknowledges that the Client, as the data subject, is entitled to, subject to several statutory exceptions, a right of access to personal data the Bank holds on the Client by way of a written request ('data subject access request'). The Client, or an individual authorized to act on their behalf, may request:

- to be informed by the Bank whether the data kept by it includes personal data relating to the Client;
- to be supplied by the Bank with a copy of the information constituting such data; and
- where any of the information expressed in terms that are not intelligible to the average person without explanation, for the information to be accompanied by an explanation of those terms.

Upon the receipt of a data subject access request, the Bank shall assess the legitimacy of the same and make a determination whether to refuse or comply with the Client's request. The Bank shall inform the Client of its decision and provide a response and/or supply the data or information requested to the Client (in circumstances where the Bank chooses to comply with a request) within 40 days of the initial data subject access request.

Should the Bank refuse a data subject access request or deem that supplying such data or information exceeds its obligations to the Client pursuant to these Terms and Conditions or pursuant to any other relevant law of The Bahamas, the Bank shall provide a written response with reasons for its refusal. The Client acknowledges that in the event the Bank refuses a data subject access request, they are entitled to file a complaint to the Data Protection Commissioner in connection with the same.

The Bank may use Client personal data for the purpose of direct marketing of future or existing Bank products, promotional offers and event invitations. The Client hereby acknowledges, however, that communications sent by the Bank to the Client in connection with any services the Bank considers to fall within the scope of its advisory services (including, but not limited to, marketing information, securities issuers results, Client benefits, investment opportunities and regulatory notices) shall not be deemed as direct marketing.

The Client consents to the Bank keeping such data for that purpose. Should the Client wish for the Bank to cease using data for the purpose of direct marketing, the Client, or an authorized agent acting on their behalf, is entitled to make a written request, by letter or e-mail, to the Bank. Such written

request shall be reviewed by the Bank. An acknowledgement of receipt of a legitimate request shall be sent to the Client and within 40 days of the request, the Bank shall:

- Erase all data as was kept for the purpose of direct marketing; or
- If the data are kept for that purpose and other purposes, cease using the data for that purpose; and
- Notify the Client in writing accordingly.

The Client, or an authorized agent of the Client, may write to the following Bank contact to make a data subject access request or to request that the Bank cease using Client data for the purpose of direct marketing:

inteligomail@inteligogroup.com
Collins Avenue & Fourth Terrace, Centreville PO Box
N-3732 Nassau, The Bahamas

19. ONLINE SERVICES

The Client may use the Internet to access his Accounts and to electronically direct the Bank to process transactions from and between his Accounts. To gain access to these online services, the Client must subscribe the "Letter of Responsibility - Inteligo Bank Website" to accept all the terms and conditions that the Bank may set up for online services. Additional disclosures and specific terms and conditions for using the online services will be provided when you enroll with your eligible Accounts.

20. OWNERSHIP OF ACCOUNT CONTENT

The Client confirms that all cash deposits, checks, promissory notes, drafts, funds, acceptances, orders and other instruments of any kind deposited with the Bank are owned by the Client.

21. AMENDMENT

The Bank has the right to change the terms and conditions of this agreement by mailing notice of the changes to the Client, fifteen (15) days before the effective date of the change, to the last address of the Client set forth in the Bank's records.

22. CONFLICT WITH OTHER BANK AGREEMENT

In the event of a conflict between the provisions of these terms and conditions and any other agreement entered into between the Client and the Bank, the terms of the other agreement entered into between the Client and the Bank shall prevail to the extent of the inconsistency.

23. CONSENT AND ACKNOWLEDGMENT

BY SIGNING THIS DOCUMENT, THE CLIENT ACCEPTS AND ACKNOWLEDGES THE TERMS AND CONDITIONS AND ALL AGREEMENTS ENTERED INTO WITH THE BANK IN CONNECTION WITH ALL ACCOUNTS AND SERVICES.

 Account

 Date (day/month/year)

SIGNATURE

1 Signatory

 Signature

Print Name

2 Signatory

 Signature

Print Name



3 Signatory

Signature

Print Name

4 Signatory

Signature

Print Name

SCHEDULE A: INDEMNITY AGREEMENT

Pursuant to Section 23 of the Terms and Conditions, the Client has agreed to this Indemnity Agreement, whereby the Client requests and authorizes Inteligo Bank Ltd. NASSAU, BAHAMAS, hereinafter "The Bank", with respect to every and all accounts and services, to honor and accept:

1. All written instructions or scanned signatures sent by electronic means bearing the Client's scanned signature or signatures of an authorized signatory, and,
2. All verbal instructions given to "The Bank" over the phone or, otherwise, by the Client or in his name to direct (a) payment and transfer of funds or (b) placements, renewals, cancellation of Certificate of Client or, (c) provide other instructions that the Client is entitled to give "The Bank" in his capacity as account holder (s).

Accordingly, subject to the terms and conditions set forth herein the Bank shall execute all instructions received electronically through email, or by electronic means, verbally or in written form. The Bank will then confirm the execution of instructions in accordance with its regular business practices, including but not limited to written Correspondence or scanned signature sent by electronic means.

The Bank shall be entitled to honor any and all instructions or messages made (written, electronic means or verbal), given, or issued in the Client's name regardless whether such instructions were in fact given by the Client or by an authorized signatory on the account. The Client hereby authorizes the Bank to charge his account for any payments the Bank may make, or expenses it may incur that are associated with instructions given by written communications or, electronic means whether written or verbal that are received from the Client or carried out by the Bank. If there is any doubt, as a precaution, the Bank may, but without any responsibility if it does not, refuse to execute my instructions or any part thereof without incurring any liability. In this case, the Bank

will inform the party that is giving the instructions that it is refusing to execute them. Should the Bank act as described in this document, the Client understands that all risks of any misunderstandings, including the risk that instructions may be given by unauthorized parties, is completely the Client's responsibility and the Bank shall not be responsible for any loss that may result from any misunderstanding relative to the acceptance of unauthorized instructions. This clause shall also apply even if the Client's instructions by electronic means do not correspond to the instructions executed by the Bank. Furthermore, the Client hereby agrees to indemnify and hold "The Bank" harmless from and against any and all claims demands, and actions of any kind and nature, groundless or other losses, liabilities, damages, costs (including fees and costs of counsel) and all expenses of every nature suffered or incurred directly or indirectly by "The Bank" by reason of duplication or due to the fact that "The Bank" has accepted instructions or messages as described in this Agreement. This indemnity shall not apply to those claims of losses caused by "The Bank's" willful misconduct or gross negligence as duly demonstrated.

The Client is fully aware that the margin of error is greater when using written or verbal electronic means than when using other communication systems. It is understood, however, that the Bank is not obligated to operate under these circumstances and may require all instructions to the Bank to be made in writing.

This Agreement constitutes the parties' full agreement with the terms relative to understanding between the parties with respect to the subject matter thereof. This Agreement may not be changed or modified unless the Bank informs the Client of such changes or modifications pursuant to Section 21 of the Terms and Conditions. This Agreement shall be governed by and interpreted in accordance with the laws of the Commonwealth of The Bahamas without regard to the principles of conflict of laws.

SCHEDULE B: NONDISCRETIONARY INVESTMENT MANAGEMENT AND ADVISORY FRAMEWORK AGREEMENT

The Client authorizes the Bank to make investments and execute transactions relative to securities on his or her behalf and to manage the same under the provisions of this Schedule and pursuant to the provisions of the Terms and Conditions under which this Schedule is made and the Bank accepts such engagement and agrees to act as an investment manager with respect to the account(s) referred to in the Terms and Conditions (the “accounts”), and the parties have agreed to the following:

1. CAPACITY TO CONTRACT, CUSTOMER AFFILIATION

Based on documentation provided to the Bank the Client is of legal age and represents that he is not an employee of any exchange or of a Member Firm of any exchange or the NASD, or of a bank, trust company, or insurance company and will promptly notify the Bank if it becomes so employed.

2. DEFINITIONS

The word “property” or Securities is used herein to mean securities of all kinds, including but not limited to notes, bonds, convertible notes, structured notes, stocks, shares, or other type of equity securities, securitized notes, investment or mutual funds, monies, options, derivatives, commodities, certificates of deposit, time deposits, contracts for the future delivery of securities and all other investor assets, property and interests in property.

3. APPLICABLE RULES AND REGULATIONS

This Schedule and the respective obligations hereunder shall be subject to and governed by any rules and regulations or general terms and conditions that the Bank may adopt from time to time and which are applicable to all holders of all accounts. All transactions for any of the accounts to be effected in the international markets shall be subject to the regulations of all applicable federal, state, and self-regulatory agencies, the board of Governors of the Federal Reserve System, and the Constitution, rules, and customs, as the same may be constituted from time to time, of the exchange or market (and its clearing house, if any) where executed. In addition, where the Exchange Act of 1934, as amended, and (a) the Commodities Exchange Act, as amended and (b) the rules and regulations of (1) the Securities and Exchange Commission and (2) the Commodities Futures Trading Commission shall apply. Actual deliveries are intended on all transactions. The Client agrees not to exceed the limits and rules that may be set from time to time by you and at the Bank’s discretion for the accounts.

4. LIENS

All property that the Bank may at any time be carrying for the Client or which may at any time be in possession of the Bank for any purpose, including safekeeping, shall be subject to a general lien for the discharge of all of the Client’s obligations to the Bank or to any of the Bank’s affiliates, whether or not the Client or the Client’s affiliates have made advances in connection with such property, and regardless of the number of accounts the Client may have with the Bank.

5. POWERS OF INTELIGO BANK WITH RESPECT TO SECURITIES AND OTHER PROPERTY

Subject to the limitations of Section 6, the Bank shall be authorized to deal with all the securities, certificates of deposit, time deposits, and other property mentioned in Section 2 from time to time in the accounts in the same manner and to the same extent as the Client could and with all the powers the Client exercises without limitation; the Bank shall be specifically authorized to:

(a) buy, sell, exchange, convert or otherwise trade in any Securities mentioned in Section 2, including stocks, bonds, commodities, options, derivatives and other investor assets, including money market instruments and investments and mutual funds as well as securities issued, guaranteed, underwritten or dealt in by the Bank or the Bank’s affiliates or by entities managed or advised by the Bank or the Bank’s affiliates.

(b) place orders for the execution of any transactions, including any securities transactions, with or through brokers of the Bank’s choice, including any of the Bank’s affiliates and branches. The abovementioned orders will be effected either by hand delivery of signed instructions by the Client, or through registered email to the last known address on our records, or by electronic means (the “Operative Instructions”) to the Bank. The Operative Instructions may but need not be completed on the Bank’s “Operative Instructions” form. The Bank may change the “Operative Instructions” form at any time. The Client will be informed of said changes on the next execution. The Bank shall assume no responsibility for purchases except for securities actually received by the Bank and shall assume no responsibility for sales except for proceeds actually received by the Bank. The Bank shall have no obligation to advise the Client of any failure to receive delivery from the broker or others of securities or proceeds at or near the anticipated delivery date.

(c) Sell, exchange or otherwise dispose of any property and reinvest the proceeds of such sale, exchange, or disposition in accordance with this Schedule.

(d) Exercise all rights (including voting rights), options, privileges, and powers incidental to the ownership of Securities as may be exercised by any person owning such Securities in his or her own right.

(e) Hold any securities or certificates of deposit in negotiable or unregistered form, or cause any securities, certificates of deposit or time deposits to be registered, issued or booked in the name of the Client, in the name of the Bank as an agent, in the name of the Bank individually (without the agency relationship), or in the name of the Bank's nominee(s).

(f) Deposit, on a book-entry basis or otherwise, any Securities with a Client Trust Company, any Federal Reserve Bank, Euro Clear System, or any other Client or clearing corporation or system or with any correspondent Bank or sub-custodian selected by the Bank, or hold them by him or herself. Such Securities may be merged and held in bulk in the name of the nominee(s) of Client Trust Company or such other clearing or Client corporation or system. The Bank shall have no liability for any act or omission or for the solvency of any such sub-custodian.

(g) Collect interest, dividends, profits, revenues, rents, royalties, capital gains and other forms of income earned on property, and collect the principal of any property having a maturity date.

(h) Convert currency collected in the account into another currency through customary banking channels when practicable. The Client shall assume all expenses and risks stemming from such collection and conversion.

(i) Give to the Client any information about the accounts and execute (as agent and in the name and on behalf of the Client) any declarations or certificates that may be required under any tax or other laws or governmental regulations now or hereafter in effect without notifying the Client.

(j) Pledge, mortgage, or otherwise encumber any property (whether as security for the obligations of the Client or those of another designated by the Client).

(k) Transmit to the Client any shareholder communication, including annual and quarterly reports, notices of shareholder meetings, and proxy solicitation materials (collectively, "Shareholder Communications"), received by the Bank or the Bank's nominee(s) with respect to any securities registered in the name of the Bank or the name of the Bank's nominee(s) for the accounts.

(l) Accept payment by check (whether or not a certified or cashier's check) in cases of delivery of property involving payment.

The Client understands that (a) the Bank will perform these and similar services for various Clients and, from time to time, such Clients may have investments similar to or different from those held in the accounts; (b) the Bank and/or the Bank's affiliates may have banking or other relationships with entities whose Securities are held in or purchased for the accounts; (c) the Bank may engage other agents or subagents (which may be the Bank's affiliates) to provide investment advisory, brokerage, and other services to the Bank for the accounts; and (d) the Bank will provide further information concerning

compensation and the other terms of any such agency or sub-agency arrangement to the Client upon request.

6. NON-DISCRETIONARY INVESTMENT AUTHORITY

Except as otherwise agreed to by the Client pursuant to separate agreement or instructions, the Bank shall have no discretionary authority over any accounts. The Bank will conduct reviews of the accounts from time to time and will provide investment advice and make recommendations whenever, in the Bank's judgment, developments so warrant; however, the implementation of all investment decisions shall require the Client's prior approval for instructions, which will be made through the delivery of signed instructions by the Client, or given by the Client through the last email address provided by the Client in the Bank's records, or by any instruction given by the Client by electronic means. The Bank shall have no liability for the Bank's inability to contact the Client regarding a particular investment decision. The Bank shall be authorized to place orders to execute the transactions requested by the Client or recommended to and accepted by the Client provided that such orders are effected using the Operative Instructions. All investments in the accounts shall be made solely at the Client's risk and account.

7. NON-REINVESTMENT OF INCOME OR PROCEEDS

All dividends, revenues, profits, capital gains, rents, interest, redemption proceeds, and other amounts received with respect to the property shall be deposited by the Bank in the accounts or in one or more other accounts that may be maintained with the Bank or with another custodian or financial institution selected by the Bank, funds in such accounts: (i) shall be maintained in the same currency as the dividends, interest or other amounts received by the Bank with respect to the property, and (ii) shall not be exchanged or invested until written instructions are received from the Client with respect to such funds.

8. VERBAL AND ELECTRONIC INSTRUCTIONS

All verbal and electronic instructions of the Client made to the Bank will be governed and ruled subject to the Indemnity Agreement provisions. The Client agrees and authorizes the Bank or the Bank's affiliates to introduce any recordings of conversations as evidence in the case of a controversy and waives all objections to that effect.

9. PLEDGE OF SECURITIES AND OTHER PROPERTY

Within the limitations imposed by applicable laws, rules, and regulations, all Securities and other property of the Client may be pledged and repledged and hypothecated and re-hypothecated by the Bank from time to time, without sending prior notice to the Client, either separately or in common with such other securities and other property of other bona fide customers of the Bank, for any amount that the Client owes to the Bank. The Bank may do so without retaining in its possession, or under its control for delivery, a like amount of similar securities or other property.

10. "LONG" SALES, TRANSACTIONS, AND SETTLEMENTS

The designations of a sale order as "long" is a representation on the Client's part that the Client owns the Security; if the

Security is not in the Bank's possession at the time of the contract or sale, the Client agrees to deliver the Security to the Bank by Settlement Date, which for the purposes of this Agreement shall be deemed to be three (3) business days after the date on which such trade is executed. In the case of non-delivery of the Security, the Bank is authorized to purchase the Security to cover the Client's position and charge any loss arising from such transaction (including brokerage commissions) to the accounts. It is further agreed that if the Bank fails to receive payment for Securities purchases, the Bank may, without prior demand and notice, sell Securities held by the Bank in any of the accounts and any loss resulting therefrom will be charged to the accounts.

11. AGREEMENT TO READ AND REVIEW ALL PERTINENT DISCLOSURES

The Client agrees not to enter into any purchase or sale of equity or debt securities, foreign currency, options derivatives, commodities, or other instruments or Securities if the Bank has not answered any questions he or she may have. The Client understands that short option positions are assigned on a first in, first-out basis in accordance with industry practice. All short option positions can be assigned at any time including the day written.

12. OPTIONS EXERCISE AND ASSIGNMENT

Upon the purchase of any listed option, the Client will notify the Bank of its intention to exercise such option no later than two hours before the expiration time of the option (one hour in the case of an over-the-counter-option). Failure to give such notice will constitute an abandonment of the option, in which event it may (but need not) be exercised for the account if it is profitable to do so. It is further agreed that the Bank has no duty or obligation to exercise any option absent specific instructions from the Client to that effect. If it is not profitable to the accounts to exercise an option due to commission expenses, the option may be permitted to expire or, at the Bank's discretion, sold or acquired by the Bank for some equitable payment to the Client at his or her expense and risk without any liability or responsibility on the Bank's part.

13. CALLABLE SECURITIES

When the Bank holds bonds or stocks in street or bearer form on the Client's behalf that are callable in part, the Client agrees to participate in the impartial lottery allocation system of the called securities in accordance with the provisions of the New York Stock Exchange or other applicable rules. Further, the Client understands that when the call is favorable, no allocation will be made to any accounts in which the Bank, the Bank's officers or employees have financial interests until all other customers are satisfied on an impartial lottery basis.

14. CREDITWORTHINESS

As part of this Agreement, the Client understands that an investigation may be made into the Client's credit standing and business conduct. If such investigation is conducted, the Client understands that he or she has the right to make written request within a reasonable period of time for a complete and accurate disclosure of the nature, scope, and findings of such investigation.

15. BINDING EFFECT

This Agreement and its terms shall be binding upon the Client's heirs, executors, administrators, and assigns. In the event the Bank receives notice of the Client's death, incompetency or disability, and whether or not executors, administrators, committee, or conservators of Client's estate and property shall have qualified or been appointed, the Bank may cancel or complete any open orders for the sale of property that the Bank may be carrying for the Client and for which payment has not been made, or buy any property of which the accounts may be short, or any part thereof, under the same terms and conditions as hereinabove stated, as though the Client were alive and competent, without prior notice to the Client's heirs, executors, administrators, assignees, committee or conservators, and without prior demand from any of the same.

16. CONFIRMATIONS AND STATEMENTS

Confirmations of orders and statements of the account shall be conclusive if not objected to in writing (including by e-mail) within three (3) days after delivery by the Bank to the Client. Communications sent to the Client or held for the Client in the manner specified in Section 31 shall be deemed to have been personally delivered to the Client on the date sent or the date since it became available to the Client. The Client agrees to waive all claims, losses and causes of action resulting from the Client's failure to receive any such communications. The Bank's failure at any time to insist upon strict compliance with this Agreement or with any of its terms or any continued course of such conduct on the Bank's part shall not constitute or be considered a waiver by the Bank of any of its rights.

17. LIMITATION OF LIABILITY AND INDEMNIFICATION

Neither the Bank nor the Bank's officers, directors, shareholders, employees, advisors, counsel, agents, or affiliates shall have any liability for losses incurred or sustained by reason of declines in the market value of property in the accounts or for losses and expenses incurred upon the purchase, retention, sale, management, or administration of such property nor shall the Bank or the Bank's officers, directors, shareholders, employees, advisors, counsel, agents, or affiliates have any liability in connection with any other act taken or omitted by the Bank in good faith hereunder (including, without limitation to, negligent acts or omissions). The Client hereby agrees to indemnify the Bank and the Bank's officers, directors, shareholders, employees, advisors, counsel, agents, and affiliates against, and hold each of them harmless from, any liability, cost, and expense (including, without limitation, legal fees and expenses and any fines and penalties imposed by any governmental agency, contract, market, exchange, clearing organization or other self-regulatory body) that the Bank and the Bank's officers, directors, shareholders, employees, advisors, counsel, agents, and affiliates may incur or be subject to with respect to the accounts or any transaction or position therein. Without limiting the generality of the foregoing, the Client agrees to reimburse the Bank on demand for any cost of collection incurred by the Bank and the Bank's officers, directors, shareholders, employees, advisors, counsel, agents, and affiliates in collecting any sums from the Client under this Agreement and any cost incurred by the Bank in successfully defending against any claims asserted by the Bank, in each case, including, but without

limitation to, legal fees, interest, and expenses. The Clients' obligations under this Section 17 shall be binding upon the Client's successors, assigns, heirs, executors, administrators, and distributes, and anything elsewhere in this Agreement to the contrary notwithstanding shall not be affected by any termination or amendment hereof or by the Client's death.

The Client accepts responsibility for any taxes or levies imposed by any jurisdiction or laws as a result or in connection with any transaction to be effected by the Bank with the property under this Agreement and the payments made under the property.

18. SEVERABILITY

If any provisions herein are or should become inconsistent with any present or future law, rule, or regulation of any sovereign government or of a regulatory body having jurisdiction over the subject matter of this agreement, such provision shall be deemed to be rescinded or modified in accordance with such law, rule, or regulation. In all other respects, this Agreement shall continue and remain in full force and effect.

19. WAIVER

The authority hereby conferred shall remain in force until written notice of revocation is delivered to the Bank; however, any such revocation shall not be effective with respect to any obligation of the Client incurred previously and outstanding toward the Bank or any transaction previously effected or pending for the benefit of the accounts. The Bank has the right, in its sole discretion, to terminate this Agreement and close the accounts at any time for any reason with notice to the Client. This agreement may not be modified or amended verbally.

20. NO LIENS OR ENCUMBRANCES

The Client represents and warrants that all property delivered to the Bank for inclusion in the accounts will, at the time of such delivery, be owned by the Client free and clear of any pledges, charges, embargoes, attachments, any judicial measure, action or resolution, lien, or encumbrance of any kind.

21. CONSULTATION WITH COUNSEL

The Bank shall be authorized, at the Client's expense, to consult with counsel with regard to the accounts and/ or to retain counsel and appear in any action, suit, or other legal proceeding affecting the accounts whenever the Bank deems it necessary or desirable to do so. The Bank shall have no obligation to become involved in legal proceedings affecting the accounts unless it is indemnified to its satisfaction.

22. JOINT ACCOUNTS AND INDIVIDUALS ACCOUNTS

It is the express intention of the Client (even if more than one individual) to create an estate or account as tenants in common with rights of survivorship. The Bank will rely even on the instructions effected only by both of the Clients and any or all property in the accounts may be withdrawn only by both of the Clients pursuant to the terms hereof. Each of the Clients will be fully, jointly, and severally liable for any amounts due

to the Bank hereunder. In the event of the death of any of the Clients, the Bank will treat the property in the accounts as belonging to the descendants of the other Client, but the Bank may require the production of legal documents as the Bank deems appropriate. Death will not in any manner release the decedent's estate from any liability or obligation arising under this Agreement. The Bank will be obligated to require the signatures of all of the Clients if it receives conflicting demands or instructions and the Clients understand that the Bank will ordinarily require the signatures of all of the Clients for any instructions whatsoever related to the accounts, including but not limited to changes in the account's terms, title, or signature requirements. If the Bank becomes aware of a conflict of demands or a dispute with respect to one or more of the accounts, or if the Bank receives inconsistent instructions with respect to the accounts, it may, in its sole discretion, take whatever action it considers advisable (or which the Bank's counsel recommends) until the conflict or inconsistency is resolved to the Bank's satisfaction. Such action may include, among others, disregarding any instruction not issued jointly in writing by all of the Clients, freezing the property in the accounts, placing such property in a suspense account, or interpleading such property.

If the Client (even if it is more than one individual) instructs in writing that the instructions and orders with respect to the account may be effected by only one of the individuals, the Bank will require the sole signature of said individual for any instructions whatsoever related to the accounts, including but not limited to changes in the accounts' terms, title or signature requirements, under which circumstance the Bank assumes no responsibility or liability. However, if the Bank becomes aware of a conflict of demands or a dispute with respect to one or more of the accounts, or if it receives inconsistent instructions with respect to the accounts, the Bank may, in its sole discretion, take whatever action it considers advisable (or which the Bank's counsel recommends) until the conflict or inconsistency is resolved to the Bank's satisfaction. Such action may include, among others, disregarding any instruction not issued jointly in writing by all of the Clients, freezing the property in a suspense account, or interpleading such property.

23. AMENDMENT

The Bank shall have the right to amend this Agreement by modifying or rescinding any of its existing provisions or by adding any new provision. Any such amendment shall be effective fifteen (15) days after notice thereof is made pursuant to Section 21 of the Terms and Conditions.

24. WITHDRAWALS AND TERMINATION

(a) Subject to Sections 4 and 27, the Client may withdraw any and all property from the accounts at any time upon written notice (including by e-mail) given to the Bank at least five (5) business days prior to the intended date of withdrawal. Upon receipt of such an order, the Bank shall proceed to take all actions that may be required on its part to effect the withdrawal. The Bank shall not, however, have any responsibility for any delay beyond its control in effecting the delivery of withdrawn property (or related certificates or other documentation) to the Client or his or her designee.

(b) Either party may terminate this Agreement at any time by giving at least five (5) business days prior written notice (including by e-mail) to the other party. In the event of such termination, the Bank's fees shall be prorated to the termination date.

25. INTEREST

Debit balances on the accounts shall be charged with interest, in accordance with the Bank's usual custom and with any increase in rates caused by money market conditions and including other charges that the Bank may make to cover the use of its facilities and extra services.

26. CONFIDENTIALITY

The Client agrees that all information in relation to the accounts, the property and the Client's assets and liabilities that is given to or obtained by the Bank in whatever capacity (all such information, referred to hereinafter as "Information"), shall be treated as confidential and held in strict confidence; however, the Bank and the Bank's affiliates, directors, officers, employees, auditors, counsel, agents, and representatives (each of such entities and persons will be hereinafter referred to as a "Representative"), are hereby authorized to disclose Information as follows:

(a) to any person or entity at the request of the Client or with the Client's permission;

(b) to any other Representative, and

(c) to any person or entity in response to a lawful request, examination, or inquiry by a government agency, a subpoena or other order issued by any Court or administrative agency having jurisdiction over the Representative responding thereto, or otherwise in accordance with the laws or regulations applicable to the Representative responding thereto. For purposes of this paragraph, "government agency" shall mean an official agency, ministry, department, court, or other entity of the government of Bahamas, and any political subdivision thereof, or any other jurisdiction.

The authorization contained herein may not be withdrawn or limited in any way as to scope or time and constitutes a waiver, which may not be withdrawn or limited by the Client, of any statutory or common law rights of confidentiality or duties of confidentiality applicable to any Representative, under the laws of Bahamas, and any political subdivision thereof, or any other jurisdiction as such laws currently exist or may be amended in the future. Any Representative who relies in good faith on the advice of counsel in acting under this paragraph shall be deemed authorized by this paragraph and protected in so acting.

27. VALUATIONS

The Client understands and agrees that valuations of property held in the accounts set forth in any account statement are provided for information purposes only, are confidential, and are intended solely for the Client's use. The valuations may not represent the actual or indicative terms at which new (or economically equivalent) transactions could be entered into or the actual or indicative terms at which existing (or such

equivalent) transactions could be liquidated, assigned, or unwound. The Bank may derive valuations for property set forth on any account statement through the use of proprietary pricing service models and/or any external pricing service selected by the Bank at its sole discretion, and estimates and assumptions about relevant future market conditions and other matters, all of which are subject to change without notice. Any such changes may have a material impact on the valuations provided and valuations based on other models or different assumptions may yield materially different results. No guaranty or warranty is made as to the reasonableness of any assumptions or the accuracy or completeness of the models or market data, whether internally or externally generated. Accordingly, the Client understands that the Client should not regard the valuations as advice by the Bank in respect of the Client's positions or as the sole basis for valuing such positions, and the Client should discuss with its accountants, attorneys, investment advisors, and other representatives whether and to what extent these valuations may be useful in the preparation of tax returns, financial statements, regulatory reports, or otherwise. The Client acknowledges that the valuations set forth on account statements may vary significantly from the estimates used by the Bank in valuing transactions involving property for purposes of the Bank's internal books and records and for other purposes.

The valuations do not reflect (i) any bid/offer spread customary for these transactions, and (ii) other factors and costs which could affect value, including, without limitation, the liquidity of such transactions (or related hedges), the Bank's portfolio configuration, credit policies, and prevailing market factors as well as general business considerations. Accordingly, the valuations of property held in the accounts may not reflect the actual or realizable value of such property and may not reflect the total cost the Client would incur if a termination, transfer, or other action with respect to the property were effected, and no assurance can be given that any such termination, transfer, or other action would be available to the Client at these values or at all. The valuations are not, and the Client shall not construe them as, an offer to enter into or terminate any transaction. The Bank expressly disclaim any responsibility for (i) the accuracy of any proprietary or external models, pricing services, and/or estimates used in deriving the valuations set forth in any account statement, (ii) any errors or omissions in market data or reference sources on which such valuations are based or in computing or disseminating the valuations, and (iii) any uses to which the valuations are put. Neither the Bank nor any of the Bank's affiliates shall be liable for any losses, costs, expenses, or damages (incidental, special, consequential, compensatory, punitive, or otherwise), arising out of any use of or reliance on any valuation of any property set forth in any accounts statement.

28. GOVERNING LAW AND JURISDICTION

This form of agreement may be used for accounts maintained at the Bank's principal office, in the Bahamas, and for accounts maintained at any of the Bank's other offices in any country. This Agreement shall be governed by and in accordance with the laws of the Bahamas. Any claim or action arising under this Agreement and not subject to arbitration in accordance with Section 33 hereof, may be brought in the courts of The Bahamas, and the Client hereby irrevocably consents to and accepts the jurisdiction of such courts. THE CLIENT HEREBY

WAIVES THE RIGHT TO A JURY TRIAL IN ANY SUCH ACTION AND THE CLIENT UNDERSTANDS THAT SUCH WAIVER IS A CONDITION TO THE BANK'S ACCEPTANCE OF THIS AGREEMENT. In the event this document is also executed in a language other than the English language, the Client hereby agrees that only the English language version shall prevail. Any version of this agreement in a language other than the English language is only supplied to the Client for his or her convenience and shall have no effect on the agreement between the parties herein.

29. COMPENSATION

In exchange for the Bank's services hereunder, the Client agrees to pay the Bank the fee(s) that is indicated in the Schedule of Fees for each investment or any other stated fees from the Bank. The Bank shall amend or modify one or more times and at any time the fees disclosed in such Schedule according to the Schedule of Fees for asset management accounts that is in effect from time to time. The Bank will provide the Client with written notification of any change to the Schedule of Fees with the next monthly account statement remitted to the Client. The Bank's fees shall be prorated for any period of less than a full quarter. The fee(s), the Bank's expenses, any taxes that the Bank is required to pay in connection with the property held for the accounts, and any legal fees, expenses, and costs incurred by the Bank in connection with legal actions by the Bank or against the Bank regarding the accounts may be charged to the accounts to the extent the property the Bank holds in the accounts is insufficient to pay such compensation, taxes, fees, expenses, and costs; the Client agrees to reimburse the Bank promptly upon demand. The Bank agrees that it may keep for its own account, as additional compensation hereunder, (i) any profit arising from or in connection with the execution of any transaction hereunder, and (ii) any and all commissions, rebates of broker commissions, and/ or discounts allowed to the Bank as an institutional financial market intermediary or otherwise, subject to any restrictions imposed under applicable law and (iii) any income earned on Securities loaned in accordance with and as permitted under Section 9. The Client understands that the Bank will provide further information concerning such compensation to the Client upon request. Without limiting the generality of Section 4 hereof, all property of the Client in the accounts or otherwise held by the Bank shall be subject to a lien in the Bank's favor securing the performance of all Client's obligations and liabilities to the Bank, and this Agreement shall serve as a security agreement for purposes of such lien. If upon first demand made by the Bank, the Client fails to pay or discharge any of the obligations and liabilities referred to above, the Bank shall be entitled to sell, realize, or otherwise dispose of such property in the accounts as the Bank determines in its sole discretion and to apply the proceeds of such sale, realization, or disposal in reduction or discharge of such obligations and liabilities.

30. ENTIRE AGREEMENT

This Agreement is the exclusive embodiment of the understandings and agreements of the parties hereto with respect to the subject matter hereof.

31. NOTICES

Notices, confirmations, statements, shareholder, communications, Informative Documents and other communications concerning the account shall be handled as follows (please initial one):

(a) Mail or email all communications to the Client to the permanent residence address indicated in the Personal Information section or the main office address in case of Corporate accounts.

(b) Hold all communications on the Client's behalf until requested by the Client. The hold mail provisions of the Terms and Conditions (a copy of which the Client acknowledges receipt of) shall apply as may be in effect from time to time. All correspondence retained by the Bank, including, but not limited to, notices having legal consequences or affecting this Agreement shall be deemed to have been delivered to the Client on the date which appears on the correspondence or on the mailing list held by the Bank and shall be effective notwithstanding the Client's lack of knowledge of the contents of such correspondence.

The Client agrees that in the event the Bank is restricted under the Bahamian laws and regulations (AS DETERMINED BY THE BANK IN THE BANK'S SOLE DISCRETION) from releasing Information Documents to the Client, the Bank may forward the Client's Information Documents outside of The Bahamas to the address or email account set forth below and will refrain from doing so if the Client has declined to provide the Bank with an address outside The Bahamas. The Client represents and warrants to the Bank that he or she has declined to review such information Documents, including a Prospectus, if any, relating to the investment product the Client has instructed the Bank to purchase. Consequently, the parties agree that the aforementioned Information Documents will be sent by the Bank to the Client at the address specified as permanent residence address in the Personal Information section or the main office address specified for Corporate accounts (which the Client certifies that he or she will not be accessing while in The Bahamas) specified in the Personal Information section or the main office address specified for Corporate Information as the case maybe, which will be all information Documents that the Bank, in its sole discretion, considers necessary or appropriate for the Client to receive Information Documents outside The Bahamas.

Information Documents are hereby defined as any prospectus, notice, circular, memorandum, letter, or communication regarding any security or investment. The Bank shall incur no liability to the Client, and the Client agrees to indemnify the Bank, the Bank's officers, directors, shareholders, and employees and hold each of them harmless from any and all losses, costs, fines, penalties and liabilities arising from the Bank's forwarding or holding of the Client's correspondence, including informative Documents as defined herein, in accordance with the preceding instructions and Terms and Conditions.

32. REPRESENTATIONS AND WARRANTIES

The Client further represents and certifies to the Bank that its citizenship, residency, and address are as follows:

Citizenship

Residency

The Client agrees to notify the Bank promptly of any change in the information provided in this Section 32.

The Client further represents and warrants to the Bank that the Client is aware that (i) the Investments made under this Agreement entail certain risks, including possible loss of principal; (ii) performance of such investments may be adversely affected by market conditions and numerous other factors; and (iii) neither the accounts nor the collection of investments represented by the accounts is an obligation of or is guaranteed by Inteligo Bank Ltd. or any other member of the Inteligo Bank Ltd. organization, or a deposit insured by the Federal Deposit Insurance Corporation or any other governmental entity or agency. The Client understands that neither the Bank nor the Bank's affiliates makes any guarantee as to the principal amount invested by the Client in the accounts, as to the performance of the accounts, or as to the success of any particular investment or investment strategy. In this regard, The Client acknowledges that the Bank provides no assurance that his or her investment objectives will be achieved, and the Client understands that investment results may vary substantially.

33. CONTROVERSIES

The Client hereby agrees that any legal action or proceeding against the enforcement of this Agreement or of any judgment with respect to this Agreement may be brought in the courts of The Bahamas, or elsewhere, as the Bank may choose, and the Client irrevocably consents that service of proceeds in any such action may be made upon the undersigned by registered or certified mail, postage prepaid, to be undersigned at the address set forth below. The Client hereby further agrees that service of process in such manner shall be full and sufficient notice of any such action or proceeding.

The Client hereby knowingly, voluntarily and intentionally waives the right to a trial by jury in respect of any litigation based hereon, or arising out of, under or in conjunction herewith, or any course of conduct, course of dealing, statements (whether verbal or written) or action of either party. This provision is a material inducement for the Bank to enter into this Agreement with the undersigned. The Client also waives the right to assert in any action or proceeding upon this Agreement any offsets or counter-claims that the Client may have with respect thereto.