CAYMAN NATIONAL
A Subsidiary of Republic Financial Holdings Limited

# Personal Bank Account Application

**Individual • Joint | Deposit Accounts (Chequing • Savings • Term Deposit)**

Welcome to Cayman National. To apply for an account, review the below requirements and complete the application.

## APPLICATION AND *KNOW YOUR CUSTOMER* REQUIREMENTS (for each account holder)

| REQUIREMENT | CAYMAN ISLANDS RESIDENTS | NON-RESIDENTS |
|---|---|---|
| APPLICATION FORM | ☐ Completed and signed application form. | |
| PURPOSE OF ACCOUNT | ☐ If deemed necessary by Cayman National, documentation to support purpose of account and nexus to the Cayman Islands will be requested. | |
| SOURCE OF FUNDS | ☐ Documentation to support source of funds (the origin and means of the transfer of funds through the accounts). Examples include salary, sales of assets, dividends. | |
| IDENTIFICATION * | ☐ Current passport, or<br>☐ Current Cayman Islands driver's licence AND birth certificate**, or<br>☐ Cayman Islands voter ID AND birth certificate**<br>☐ For minors (children 18 years of age and below): current passport. | ☐ Current passport, PLUS one of the following bearing date of birth, photo, and signature: Current Driver's licence, national/state ID, voter ID, armed forces ID |
| PHYSICAL ADDRESS CONFIRMATION | ☐ One of the following: Utility bill, bank or professional reference confirming address, extract from Cayman Islands telephone directory which lists residential address, rental agreement, job letter confirming address. | ☐ Two of the following: Utility bill, bank or credit card statement, bank or professional reference confirming address. |
| BANK REFERENCES | N/A | ☐ One original bank reference, issued within three months of the date of account application, on the bank's letterhead to include<br>• The length of banking relationship (minimum three years);<br>• Average balance held in the account(s) for the past year;<br>• The manner in which the account(s) has been conducted. |
| ADDITIONAL CHARACTER REFERENCES | N/A | ☐ Non-residents must provide either a bank reference or character reference. If the banking relationship is less than three years, a character reference from a professional must be provided. |
| | All character references must be written by a professional, such as an attorney, accountant, director or manager of a regulated institution, teacher, notary public, justice of the peace, priest or pastor, confirming:<br>• How the professional knows the applicant;<br>• The length of time the professional has known the applicant;<br>• The character of the applicant. | |
| REFERENCE CRITERIA | All references must:<br>• Include the referee's title and contact information;<br>• Be written within the three months prior to receipt of the reference letter;<br>• Be written by a person who is independent, without a vested interest in the acceptability of the reference. For example, letters from employees who work under the influence of the applicant are not acceptable;<br>• Not be written by a family member; and<br>• Be addressed as follows: | |
| | ***Grand Cayman:***<br>Vice President<br>- Service Delivery<br>Cayman National Bank Ltd.<br>PO Box 1097<br>200 Elgin Avenue<br>Grand Cayman KY1-1102<br>CAYMAN ISLANDS<br><br>***Cayman Brac / Little Cayman:***<br>The Manager<br>Cayman National Bank Ltd.<br>PO Box 88<br>Cayman Brac KY2-2001<br>CAYMAN ISLANDS | ***International Premier Banking:***<br>Vice President<br>International Premier Banking<br>Cayman National Bank Ltd.<br>PO Box 30239, Suite 6201,<br>62 Forum Lane, Camana Bay<br>Grand Cayman KY1-1201<br>CAYMAN ISLANDS<br><br>***Domestic Premier Banking:***<br>Vice President<br>Domestic Premier Banking<br>Cayman National Bank Ltd.<br>PO Box 30239, Suite 6201,<br>62 Forum Lane, Camana Bay<br>Grand Cayman KY1-1201<br>CAYMAN ISLANDS |
| EMPLOYMENT | ☐ Provide an original of current employment letter on employer's letterhead, addressed to Cayman National Bank Ltd., and include the following:<br>• Writer's title and contact information;<br>• Date of commencement of employment;<br>• Position;<br>• Salary and other pertinent financial information (eg: anticipated bonus, gratuities). | |
| NEXUS TO THE CAYMAN ISLANDS | N/A | ☐ Provide nexus to the Cayman Islands and documentation if required by Cayman National. |
| TAX CERTIFICATION FORM | ☐ Cayman National Bank Individual Self Certification Form. | |

Applications submitted via courier or mail must be originals and signature/documents must be notarised.
* Identification documentation must be in colour and conform to the Bank's guidelines for size (Passports 129% and Drivers' Licences 155%).
**Only applicable to Caymanian Citizens that do not maintain a valid passport.

## MINIMUM OPENING DEPOSITS / CARD LIMITS

| ACCOUNT TYPE | RESIDENTS | NON-RESIDENTS | DEBIT CARD LIMITS |
|---|---|---|---|
| Chequing Accounts<br>EZ Banking<br>Student Saver<br>GenNow<br>Legacy Builder<br>Caymanite<br>Fixed Deposit<br>USD,GBP, EUR<br>CAD | KYD or USD 100<br>KYD,USD,GBP, EUR CAD 100<br>KYD or USD 25<br>KYD or USD 50<br>KYD,USD,GBP,EUR,CAD 500 (min balance)<br>KYD,USD,GBP,EUR,CAD 100<br>KYD 1,000<br>5,000<br>10,000 | KYD or USD 1,000<br>KYD,USD,GBP, EUR CAD 1,000<br>N/A (available to Residents Only)<br>N/A (available to Residents Only)<br>KYD,USD,GBP,EUR,CAD 500 (min balance)<br>KYD,USD,GBP,EUR,CAD 1,000<br>KYD 1,000<br>5,000<br>10,000 | Infinite debit cards are issued to account holders with the following limits.<br><br>LIMIT 1<br>Cash withdrawal: KYD1,000<br>Point of sale: KYD3,000<br><br>LIMIT2<br>Cash withdrawal: KYD2,500<br>Point of sale: KYD10,000<br><br>LIMIT 3<br>Cash withdrawal: KYD5,000<br>Point of sale: KYD20,000<br><br>Higher limits may be requested as needed. |
| Domestic Premier Banking<br>International Premier Banking | *Please see account opening criteria at caymannational.com*<br>*Please see account opening criteria at caymannational.com* | | |

## PART A: ACCOUNT DESCRIPTION

Please write in BLOCK CAPITALS and tick where necessary

Single Account ☐ Joint Account ☐

Statements (Check One): Printed* & Mailed ☐ * Refer to Schedule of Fees for paper statement charges Via Online Banking ☐

### NAME(S) OF ACCOUNT HOLDER(S)

Name must match identification documents. Account will be opened using legal names only in order listed.

| | | | |
|---|---|---|---|
| **Account Holder 1** | Surname | First Name | Middle Name |
| **Account Holder 2** | Surname | First Name | Middle Name |
| **Account Holder 3** | Surname | First Name | Middle Name |

## PART B – ACCOUNT HOLDER 1 INFORMATION (Copy for Account Holder 3 ☐ )

BANK ONLY RIM #

**Debit Card** Infinite Debit Card ☐ No Card ☐ **Online Banking** Yes ☐ No ☐ **Security Alerts** (Account Notification) Yes ☐ No ☐ User Name 6–16 chars, no numbers, spaces or symbols

Customer Account: New ☐ Existing ☐ If Existing Customer, has any information changed? Yes ☐ No ☐

This section **MUST** be completed for all NEW customers. Existing customers, indicate any changes in the information below within the last 6 months. If no additional changes please skip to Part C.

**CONTACT**

Dr. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ | Surname | First Name | Middle Name

Street Address | District/City/State

PO Box | Post Code/Zip | Country | Rent ☐ Own ☐ Other ☐ please specify other

Mobile Phone* | Work Phone | Home Phone

Primary Email** | Alternate Email

** Please Note: Each Account Holder will be contacted using the Primary Email address provided on this form *Mandatory for Online Banking

**IDENTIFICATION**

| | | | |
|---|---|---|---|
| Passport Number | Issue Date DD / MM / YYYY | Expiry Date DD / MM / YYYY | Country of Passport |
| Drivers Licence Number | Issue Date DD / MM / YYYY | Expiry Date DD / MM / YYYY | Country of Issuance |
| Other ID Number Only government–issued identification with photo, signature and date of birth | Issue Date DD / MM / YYYY | Expiry Date DD / MM / YYYY | Specify Type of Other ID |

Marital Status | Country of Citizenship | Place of Birth | Date of Birth DD / MM / YYYY

Country of Residence

**EMPLOYMENT**

| | | | |
|---|---|---|---|
| Current Employer | Start Date DD / MM / YYYY | Current Position | Employer Website Address |
| Employer Address | Employer Contact Number | Current Annual Salary Annual base salary, plus anticipated bonus, gratuities, etc. | |
| Previous Employer (If Less Than 3 Years) | | Start Date DD / MM / YYYY | End Date DD / MM / YYYY |
| Previous Employer Address | Previous Employer Contact Number | Position | |

**SEC**

Father's Name First and surname, for security purposes | Mother's Name First and surname, for security purposes | Mother's Maiden Name Last name only, for security purposes

## PART B – ACCOUNT HOLDER 2 INFORMATION

BANK ONLY RIM #

**Debit Card** Infinite Debit Card ☐ No Card ☐ **Online Banking** Yes ☐ No ☐ **Security Alerts** (Account Notification) Yes ☐ No ☐ User Name 6–16 chars, no numbers, spaces or symbols

Customer Account: New ☐ Existing ☐ If Existing Customer, has any information changed? Yes ☐ No ☐

This section **MUST** be completed for all NEW customers. Existing customers, indicate any changes in the information below within the last 6 months. If no additional changes please skip to Part C.

**CONTACT**

Dr. ☐ Mr. ☐ Mrs. ☐ Ms. ☐ | Surname | First Name | Middle Name

Street Address | District/City/State

PO Box | Post Code/Zip | Country | Rent ☐ Own ☐ Other ☐ please specify other

Mobile Phone* | Work Phone | Home Phone

Primary Email** | Alternate Email

** Please Note: Each Account Holder will be contacted using the Primary Email address provided on this form *Mandatory for Online Banking

**IDENTIFICATION**

| | | | |
|---|---|---|---|
| Passport Number | Issue Date DD / MM / YYYY | Expiry Date DD / MM / YYYY | Country of Passport |
| Drivers Licence Number | Issue Date DD / MM / YYYY | Expiry Date DD / MM / YYYY | Country of Issuance |
| Other ID Number Only government–issued identification with photo, signature and date of birth | Issue Date DD / MM / YYYY | Expiry Date DD / MM / YYYY | Specify Type of Other ID |

Marital Status | Country of Citizenship | Place of Birth | Date of Birth DD / MM / YYYY

Country of Residence

**EMPLOYMENT**

| | | | |
|---|---|---|---|
| Current Employer | Start Date DD / MM / YYYY | Current Position | Employer Website Address |
| Employer Address | Employer Contact Number | Current Annual Salary Annual base salary, plus anticipated bonus, gratuities, etc. | |
| Previous Employer (If Less Than 3 Years) | | Start Date DD / MM / YYYY | End Date DD / MM / YYYY |
| Previous Employer Address | Previous Employer Contact Number | Position | |

**SEC**

Father's Name First and surname, for security purposes | Mother's Name First and surname, for security purposes | Mother's Maiden Name Last name only, for security purposes

## PART C: ACCOUNT INFORMATION

Indicate below what type of account(s) you would like to open and the details for each account.

### ACCOUNT 1

If deposit will be conducted by cash or withdrawal conducted by wire please indicate amount in space(s) provided.

FOR BANK USE ONLY Account #

Chequing ☐ Savings ☐ EZ Banking ☐ Student Saver ☐ GenNow ☐ Legacy Builder ☐ Caymanite ☐ Fixed Deposit ☐

KYD ☐ USD ☐ Other Currency ☐ please specify | Name of Child (applicable to Student Saver A/C Only)

Purpose

Opening Deposit Amount | Source of Funds (e.g. investments, salary savings, inheritance, etc.)

Monthly Deposits: Est. Number & Total Amount # | Amount | Usual Source of Funds for Deposits (e.g. salary, sale of asset, dividend, etc.)

Indicate how deposits will be conducted Cheques ☐ Cash ☐ Amount $ cash ATM ☐ Wires ☐ Online Banking ☐ EFT ☐ Other ☐

Usual Country of Destination for Wires

Link Account to Primary ☐ Secondary ☐ | Linked to Existing Yes ☐ No ☐

Link Account to Personal Online Banking Yes ☐ No ☐ If Yes, please indicate whether: View Only ☐ Full Access ☐

### ACCOUNT 2

If deposit will be conducted by cash or withdrawal conducted by wire please indicate amount in space(s) provided.

FOR BANK USE ONLY Account #

Chequing ☐ Savings ☐ EZ Banking ☐ Student Saver ☐ GenNow ☐ Legacy Builder ☐ Caymanite ☐ Fixed Deposit ☐

KYD ☐ USD ☐ Other Currency ☐ please specify | Name of Child (applicable to Student Saver A/C Only)

Purpose

Opening Deposit Amount | Source of Funds (e.g. investments, salary savings, inheritance, etc.)

Monthly Deposits: Est. Number & Total Amount # | Amount | Usual Source of Funds for Deposits (e.g. salary, sale of asset, dividend, etc.)

Indicate how deposits will be conducted Cheques ☐ Cash ☐ Amount $ cash ATM ☐ Wires ☐ Online Banking ☐ EFT ☐ Other ☐

Usual Country of Destination for Wires

Link Account to Primary ☐ Secondary ☐ | Linked to Existing Yes ☐ No ☐

Link Account to Personal Online Banking Yes ☐ No ☐ If Yes, please indicate whether: View Only ☐ Full Access ☐

### ACCOUNT 3

If deposit will be conducted by cash or withdrawal conducted by wire please indicate amount in space(s) provided.

FOR BANK USE ONLY Account #

Chequing ☐ Savings ☐ EZ Banking ☐ Student Saver ☐ GenNow ☐ Legacy Builder ☐ Caymanite ☐ Fixed Deposit ☐

KYD ☐ USD ☐ Other Currency ☐ please specify | Name of Child (applicable to Student Saver A/C Only)

Purpose

Opening Deposit Amount | Source of Funds (e.g. investments, salary savings, inheritance, etc.)

Monthly Deposits: Est. Number & Total Amount # | Amount | Usual Source of Funds for Deposits (e.g. salary, sale of asset, dividend, etc.)

Indicate how deposits will be conducted Cheques ☐ Cash ☐ Amount $ cash ATM ☐ Wires ☐ Online Banking ☐ EFT ☐ Other ☐

Usual Country of Destination for Wires

Link Account to Primary ☐ Secondary ☐ | Linked to Existing Yes ☐ No ☐

Link Account to Personal Online Banking Yes ☐ No ☐ If Yes, please indicate whether: View Only ☐ Full Access ☐

## HOW DID YOU HEAR ABOUT CAYMAN NATIONAL?

Referred by a Friend ☐ (Full Name of Friend)

Campaign ☐ Advertisement ☐ Social Media ☐ In-Branch ☐ (Branch Location)

Other ☐ (Please Specify)

## ADDITIONAL ACCOUNT INFORMATION

(Non-Residents) What is the purpose for having accounts in the Cayman Islands?
(e.g. pay Cayman bills, savings, investment, local mortgage/loans, etc.)

## PART D: DEBIT CARD

### DEBIT CARD LIMITS

Please check one of the these limits which best suits your debit card usage (final decision will be made by the bank)

| LIMITS | LIMIT ONE ☐ | LIMIT TWO ☐ | LIMIT THREE ☐ |
|---|---|---|---|
| CASH WITHDRAWAL | CI$1,000 | CI$2,500 | CI$5,000 |
| POINT OF SALE | CI$3,000 | CI$10,000 | CI$20,000 |

## PART E: JOINT ACCOUNT INFORMATION (if applicable)

Please note the provisions for Joint Accounts in the General Terms and Conditions.

To operate the accounts and issue instructions, joint accounts opened under this application will require: (check only one)

Any ONE Account Holder May Sign ☐ | Any TWO Account Holders Must Sign ☐ | Other Rules ☐ specify or attach a separate sheet

## PART F: ACCEPTANCE OF TERMS & CONDITIONS BY ACCOUNT HOLDER

Each Account Holder hereby applies to open Account(s) at Cayman National Bank Ltd., and for a debit card to be issued (unless otherwise specified), and confirms that the information provided in this Application is complete, true, and accurate, and agrees to inform Cayman National of any changes to the information supplied.

Each Account Holder specifically confirms that, as a condition of opening and maintaining any Account, it complies and will comply with any obligations of any country or jurisdiction in the world that applies to the Account Holder, including but not limited to laws and regulations in respect of tax, foreign exchange control, and restriction on trade.

Each Account Holder confirms that it has read and agreed to the General Terms and Conditions, attached as part of this Application, and confirms to be bound by such Terms and Conditions, as may be amended.

If any Account(s) is/are linked to Cayman National's Personal Online Banking, each customer hereby confirms that he/she has read, understood and agrees to be bound by the Terms and Conditions of Personal Online Banking which are available on Cayman National's website. The customer also confirms that the Terms and Conditions governing Personal Online Banking are separate and distinct from the General Terms and Conditions of the account. Each customer specifically agrees and understands that any other requirement or instruction to Cayman National to verify any signatures on any type of transaction or to limit any transaction in any way, does not apply to any Customer instructions received through Personal Online Banking. Customer acknowledges that limitations on individual or joint authority to transact any business under any other mandate do not apply to Customer Instructions on Personal Online Banking. Only limits created within Personal Online Banking apply to transactions conducted on Personal Online Banking.

| | |
|---|---|
| Account Holder 1 Signature | Account Holder 2 Signature |
| Print Name / Date DD / MM / YYYY | Print Name / Date DD / MM / YYYY |
| Account Holder 3 Signature | Account Holder 4 Signature |
| Print Name / Date DD / MM / YYYY | Print Name / Date DD / MM / YYYY |

## FOR BANK USE ONLY

Ref | Photo ID | Address | Compl | SOF | SOW | Online | Risk Rating Low Medium High | Next Review Date DD / MM / YYYY

Rev By | Approved By | Input By | Ser Attch To RIM Yes No

Phoenix Input Checked By | Branch Kapok Camana Bay CSC | Date DD / MM / YYYY

### CUSTOMER SUPPORT DEPARTMENT

Date Rec'd in Customer Support DD / MM / YYYY | Customer Advised Phone In Person

Request Actioned By: | Date DD / MM / YYYY | Authorised By: | Date DD / MM / YYYY

Date Complete DD / MM / YYYY

### CARD SERVICES DEPARTMENT

Card Created Yes No | C/H information updated Yes No | A/C added to existing card Yes No | Security Alerts (Account Notification) Yes No

CAYMAN NATIONAL
A Subsidiary of Republic Financial Holdings Limited

# Individual Self-Certification

## Instructions for completion

We are obliged under the Tax information Authority Law, the Regulations, and Guidance Notes made pursuant to that Law, and treaties and intergovernmental agreements entered into by the Cayman Islands in relation to the automatic exchange of information for tax matters (collectively "AEOI"), to collect certain information about each account holder's tax status. Please complete the sections below as directed and provide any additional information that is requested. Please note that we may be obliged to share this information with relevant tax authorities. Terms referenced in this Form shall have the same meaning as applicable under the relevant Cayman Islands Regulations, Guidance Notes or international agreements.

If any of the information below regarding your tax residence or AEOI classification changes in the future, please ensure you advise us of these changes promptly. If you have any questions about how to complete this form, please refer to accompanying guidelines for completion or contact your tax advisor.

Please note that where there are joint account holders each investor is required to complete a separate Self-Certification form.

## SECTION 1: ACCOUNT HOLDER IDENTIFICATION

Please write in BLOCK CAPITALS.

| | | |
|---|---|---|
| Account Holder Name | | |
| Date of Birth dd / mm / yyyy | Place (City/Town) and Country of Birth | |
| Permanent Residence Address Number & Street | | City/Town |
| State/Province/County | Postal Code | Country |
| Mailing Address (if different from above) | | City/Town |
| State/Province/County | Postal Code | Country |

## SECTION 2: DECLARATION OF U.S. CITIZENSHIP OR U.S. RESIDENCE FOR TAX PURPOSES

Please tick either (a) or (b) or (c) and complete as appropriate.

☐ (a) I confirm that ***I am*** a U.S. citizen and/or resident in the U.S. for tax purposes (green card holder or resident under the substantial presence test) and my U.S. federal taxpayer identifying number (U.S. TIN) is as follows:

☐ (b) I confirm that I was born in the U.S. (or a U.S. territory) but am no longer a U.S. citizen as I have voluntarily surrendered my citizenship as evidenced by the attached documents.

☐ (c) I confirm that ***I am not*** a U.S. citizen or resident in the U.S. for tax purposes.

## SECTION 3: DECLARATION OF TAX RESIDENCY (OTHER THAN U.S.)

Complete section 3 if you have non-U.S. tax residences.

I hereby confirm that I am, for tax purposes, resident in the following countries (indicate the tax reference number type and number applicable in each country).

| COUNTRY/COUNTRIES OF TAX RESIDENCY | TAX REFERENCE NUMBER TYPE | TAX REFERENCE NUMBER |
|---|---|---|
| | | |
| | | |
| | | |

Please indicate not applicable if jurisdiction does not issue or you are unable to procure a tax reference number or functional equivalent. If applicable, please specify the reason for non-availability of a tax reference number:

## AGREEMENT

I declare that the information provided in this form is, to the best of my knowledge and belief, accurate and complete. I undertake to advise the recipient promptly and provide an updated Self-Certification form within 30 days where any change in circumstances occurs which causes any of the information contained in this form to be inaccurate or incomplete. Where legally obliged to do so, I hereby consent to the recipient sharing this information with the relevant tax information authorities.

| Signature | Print Name | Date dd / mm / yyyy |
|---|---|---|
| | | |

## General Terms and Conditions

### 1. Definitions

**"Account"** means a deposit account that the Customer has in his/her/their/its name(s).

**"Account Control"** means by which the Customer, through the Master User, establishes control and authorities over all Linked Accounts (eg: transaction limits, authorisations, workflow, Passwords), pursuant to the Online Banking Guides.

**"Account Product"** means an Account class that has its own eligibility criteria, benefits, and fees, as determined by the terms of such class.

**"Additional Cardholder"** means any person, other than the primary Customer, to whom Cayman National issues a Debit Card at the request and on the authority of the Customer, and whose transactions are charged to the Customer's Account. The Customer remains fully responsible and liable for all use of the Debit Card by the Additional Cardholder in accordance with these Terms and Conditions.

**"Affiliate"** means any other company that has Cayman National Corporation Ltd. as a shareholder (being the parent company of Cayman National Bank Ltd.).

**"ATM"** means Automated Teller Machine.

**"Authoriser"** means a User within a Multi User Profile who authorises (i.e.: releases to Cayman National for processing) any transaction created by a Maker in Online Banking.

**"Authorities"** includes any judicial, administrative, public or regulatory body, any government, any authority, court, central bank or law enforcement body, or any of their agents with jurisdiction over any part of Cayman National or an Affiliate.

**"Business Day"** means any day in which banks are normally open in the Cayman Islands, and does not include Saturdays, Sundays, and statutory holidays,

**"Bill Payment Service"** means the bill payment functionality made available by Cayman National (including through Online Banking Services) that enables a Customer to initiate payments to participating billers, subject to processing and reconciliation by such billers.

**"Business Hours"** means, on a Business Day, the hours of normal bank opening (usually 9.00 am on Mondays to Fridays), and normal bank closing (usually 4.00 pm Mondays to Thursdays, or 4.30 pm on Fridays). All times refer to time in the Cayman Islands.

**"Cardholder"** means any Customer to whom Cayman National issues a Debit Card, and any person authorised by the Customer to receive and use a Debit Card linked to the Customer's Account in accordance with these Terms and Conditions.

**"Cayman National"** means Cayman National Bank Ltd.

**"Controlling Customer"** means a Customer (through its Master User) who has control of any Linked Accounts of Related Parties in Online Banking.

**"Compliance Obligations"** includes obligations of Cayman National to comply with: (a) laws or international guidance, (b) any demand from Authorities or reporting, disclosure or other obligations under the Laws, (c) Laws requiring Cayman National to verify the identity or particulars of Customers, or (d) any Cayman National internal policies or procedures.

**"Connected Person"** means any natural person or legal entity (other than the Customer) whose information (including Personal Data or Tax Information) the Customer provides, or which is provided on the Customer's behalf, to any member of Cayman National or an Affiliate. A Connected Person may include any guarantor, recipient of a payment, an attorney-in-fact appointed under a power of attorney, anyone who has opened or operates an Account on behalf of a Customer, a director or principal shareholder or signatory of a Customer, anyone entitled to the money in an Account or any other persons or entities with whom the Customer has a relationship that is relevant to the Customer's relationship with Cayman National.

**"Content"** means the written words, pages, images, screens, information (other than information about the Linked Accounts and the Customer's financial affairs) and all material in the arrangement provided by Cayman National for Customer's use in Online Banking and other Services, and on the Website.

**"CTP"** means Visa's digital tokenisation functionality that enables a Cardholder's Card information to be securely provisioned and used as a network token for digital payments, including use in digital wallets, Visa Click-to-Pay, and merchant card-on-file transactions, in accordance with Visa's rules and security standards.

**"Customer"** means any or all of the Account holder(s) with whom Cayman National has entered these Terms and Conditions.

**"Customer Information"** includes Personal Data and confidential information relating to a Customer or a Connected Person or potential Customer; or if the Customer is a non-natural person then, all necessary information to identify satisfactorily the beneficial owner(s) and controller(s) of the non-natural person.

**"Customer Instructions"** include any instruction from the Customer or its representative to Cayman National, including an Unauthenticated Instruction and Electronic Customer Instructions, in respect of a transaction or any Account.

**"Customer Support"** means Cayman National's Customer Support (for Online Banking and for other Cayman National services) offered by phone, internet, email, in person, or other means.

**"Debit Card"** means the Visa Debit Card issued by Cayman National to Account holder(s).

**"Electronic Customer Instructions"** means any request or instruction that is received by Cayman National through Online Banking in accordance with Account Control.

**"Force Majeure"** means any event or circumstance beyond the reasonable control of Cayman National, its agents, or sub-contractors, that prevents or delays performance of its obligations or Services, including (without limitation) failure of any machine, device, data-processing system, software or transmission link; interruption of power or communications; natural disaster; hurricane; fire; flood; war; terrorism; civil unrest; strikes or other industrial action; government action or restrictions; or any law, regulation, order, or other act of any Authority.

**"Financial Crime"** means money laundering, terrorist financing, bribery, corruption, tax evasion, fraud, evasion of economic or trade sanctions, and/or any acts or attempts to circumvent or break any Laws relating to these matters.

**"Financial Crime Risk Management Activity"** means any action to meet Compliance Obligations relating to the detection, investigation and prevention of Financial Crime, including, (i) screening, intercepting and investigating any communication, application for Services or any payment, whether sent to or by the Customer or on the Customer's behalf; (ii) investigating the source of or intended recipient of money; (iii) combining Customer Information with other related information in the possession of Cayman National or an Affiliate; and/or (iv) making further enquiries as to the status of a relevant person or entity, whether they are subject to a sanctions regime or confirming their identity or status.

**"Laws"** include any law, act, statute, regulation, judgment, order, sanctions regime, or treaty applicable to Cayman National or an Affiliate.

**"Linked Accounts"** means all eligible account(s) (including credit cards where relevant) of the Customer(s) that are made accessible through Online Banking.

**"Maker"** means a User within Multi User Profile who initiates a transaction which must be approved by an Authoriser in Online Banking.

**"Master User"** means a User in the Multi User Profile who has been authorised by the Customer for the initial installation of the Online Banking, and who establishes and controls the authorities of any User.

**"Material"** means all copyright, intellectual property, and technical knowledge contained in the pages, screens, displays, printouts, and information that comprise Online Banking and the Website (other than information about the Linked Accounts or information that relates specifically to a Customer or the Customer's financial affairs).

**"Message Center"** means the secure email portal with Cayman National's Customer Support contained within the Online Banking Service.

**"Minor"** means a person who is older than 10 years old but has not yet reached his or her 16th birthday.

**"Multi User Profile"** means the feature within Online Banking in which more than one User may authorise and/or establish Account Control, and in which more than one User may be required to process any transaction and issue Electronic Customer Instructions.

**"Online Banking"** means the mobile app and/or internet facility to conduct Online Banking Services offered by Cayman National.

**"Online Banking Application Form"** means the application form completed by the Customer, for the purpose of applying for access to Online Banking.

**"Online Banking Guides"** means any current Online Banking brochure, customer guides, video tutorials, help text or similar documents (whether in hard copy or in electronic format) issued by Cayman National for use with the Online Banking Services, as amended from time to time.

**"Online Banking Services"** means the services available via Online Banking, including (where enabled) balance and transaction inquiries, viewing and downloading Statements, transfers between own accounts, third-party transfers within bank, Bill Payment Service, initiation of Electronic Funds Transfers and wire instructions, bulk payments, creation and submission of payment drafts, administration of Users and Account Control, and secure messaging via the Message Center, all as further described in the Online Banking Guides.

**"Other Mandates"** means the Customer's bank mandates, banking resolutions, Client Agreement and Disclosure Statements, prior Terms & Conditions, instructions, limits and requirements, and other agreements the Customer may have with Cayman National with respect to any Linked Account, at the time these Terms & Conditions for Online Banking are in force, or at any time in the future.

**"Password"** means any confidential password, phrase, code or number, or any other identification whether issued to the Customer or any User by Cayman National or adopted by the Customer or any User, which may be used to access Online Banking.

**"Personal Data"** means any information relating to an individual from which the Customer or Connected Person can be identified.

**"PIN"** means the Personal Identification Number that the cardholder enters into an ATM or Point of Sale device.

**"Privacy Notice"** means the Privacy Notice applicable to Cayman National that sets out how it may collect, use and share information as data controllers, as amended, as published on www.caymannational.com.

**"Related Party"** means a Customer that permits another Customer to control (ie: a Controlling Customer) its own Accounts via Online Banking.

**"Schedule of Fees"** means the Schedule of Fees or Service Fees charged by Cayman National for its services, as made available on Cayman National's website or at Customer Service Centres, amended from time to time.

**"Security Procedures"** means the steps required or recommended by Cayman National to protect Users' login IDs and passwords when using Online Banking.

**"Services"** means the banking, payment, and related services Cayman National provides to the Customer from time to time, including opening, maintaining, and closing Accounts; accepting deposits and processing withdrawals; payment and transfer services (including standing orders, third-party transfers, electronic funds transfers, international and local wire transfers, and bank drafts); foreign exchange; issuance and administration of Debit Cards (including tokenisation services such as Visa Click-to-Pay (CTP)); Online Banking Services (including the Message Center); provision of Statements; fraud monitoring; Customer Support; and any ancillary products or services described in these Terms and Conditions or otherwise made available by Cayman National.

**"Single User Profile"** means the feature within Online Banking in which one User only authorises and establishes Account Control, and in which only one User may process any transaction and issue Electronic Customer Instructions.

**"Statement"** means statement of account as described in Section 18 of these Terms and Conditions.

**"Tax Authority"** means any tax or tax information authority that has jurisdiction over Cayman National.

**"Tools"** means tools and other facilities that are provided to Users in connection with the Website and Online Banking.

**"Unauthenticated Instruction"** includes any communications Cayman National reasonably believes originates from the Customer (or the Customer's authorised signatory or Attorney in Fact), whether by way of telephone, email, internet transmission, or any other means, whether such communication is from the Customer or a person impersonating the Customer.

**"User"** means any persons designated by the Master User(s) to use Online Banking, including persons who are designated as a Maker, Authoriser, or Master User for Multi User Profile, and any persons set up as Single User Profile.

**"Visa"** refers to Visa Inc., a global payments technology company that facilitates electronic funds transfers throughout the world, primarily through its VisaNet network.

**"Website"** means the Cayman National public website, digital onboarding portal and Online Banking portal at www.caymannational.com.

**"Wholesale Funding Customer"** means any Customer that is not a natural person with either KYD50 million or greater in total assets and/or KYD50 million or greater in total annual revenues.

**"Young Person"** means a Customer who has reached his or her 16th birthday but not yet reached his or her 18th birthday.

## 2. General

2.1 These Terms and Conditions apply to each Customer, and to each Account held at Cayman National, and to any Debit Cards, and replace any prior Customer Agreement and Disclosure Statement or General Regulations and Conditions. In addition, Section 21 also applies to any potential Customer.

2.2 Upon successful completion of Cayman Nationals' digital onboarding process, a Debit Card will be issued to the Customer automatically. The Customer's use of the Debit Card is subject to these Terms and Conditions.

2.3 Cayman National may change these Terms and Conditions at any time, without prior notice. Cayman National may give notice of any such changes to Customers either directly in writing, by posting notification in Cayman National Customer Service Centres, on its website, social media pages, via email, or the Secure Message Centre.

2.4 Continued use of any Account, Online Banking, or Debit Card constitutes acceptance of these Terms and Conditions, as may be amended.

2.5 Subject to Section 2.1, these Terms and Conditions are in addition to any other agreements, or terms and conditions for services that the Customer may have with Cayman National at present, or in the future. If there is a conflict between these Terms and Conditions and any other agreement or other terms and conditions the Customer may have with Cayman National, these Terms and Conditions prevail unless the other agreement expressly states it prevails.

## 3. Use of Account

3.1 An Account may be only used for personal or business banking needs as declared by the Customer.

3.2 The Customer confirms that all funds deposited to an Account are owned by the Customer. Unless the Customer notifies Cayman National specifically in writing, the Customer certifies that no Account is being used or maintained on behalf of a third party. Regardless of any such notice, if the Customer holds any funds as a trustee or fiduciary, Cayman National is not responsible to ensure that the Customer uses the funds in accordance with its trust or fiduciary duties, and Cayman National recognises the Customer as the sole owner of the Account.

3.3 The Customer declares and confirms that it does not intend to hinder, delay or defraud any creditors, or engage in any conduct or use the facilities and services provided by Cayman National for any use that is contrary to the laws of the Cayman Islands.

3.4 For Accounts titled "In Trust For" or "ITF", the Customer remains the sole account holder of such Accounts, and the purported beneficiary is not the Customer.

3.5 Cayman National does not offer any Accounts with credit facilities to a Young Person.

## 4. Rates and Fees

4.1 Customer agrees to pay all fees for services as charged by Cayman National, as set out in its Schedule of Fees, or as may be agreed in writing or advised. Cayman National may debit fees from any Customer Account(s).

4.2 Cayman National may vary the interest rates charged or paid on any Account at any time. Current rates may be posted on the Website, and are available upon request.

4.3 Cayman National may offer differentiated Account Products to Customers. Customers agree to be bound by the terms of such Account Products.

## 5. Withdrawals and Deposits

5.1 Cayman National accepts cash deposits in only KYD, USD, GBP, EU, and CDN currencies.

5.2 Cayman National may refuse to accept cheques or bank drafts drawn on a bank outside the Cayman Islands, and may refuse any deposit to an Account for any reason.

5.3 Cayman National may refuse to provide a cash withdrawal from an Account for any reason.

5.4 Subject to Section 9, Cayman National may require at least 5 Business Days notice for, and in its discretion may refuse, any cash withdrawals over 10,000 currency units (i.e.: KYD, USD, GBP, EU, CDN). All other currencies may not be available in cash, may require additional advance notice, and will be subject to the then prevailing currency exchange rates and Schedule of Fees.

5.5 Cayman National is not obliged to pay cash to a Customer in any currency other than Cayman Islands Dollars, notwithstanding the Customer has a relevant Account in a foreign currency.

5.6 Cayman National may refuse to cash cheques for a person that is not a Customer.

## 6. Overdrafts

6.1 Cayman National may set an overdraft limit for an Account, which may be changed, made payable, or revoked at any time.

6.2 Accounts that are overdrawn will be subject to fees and interest at Cayman National's then prevailing rates.

6.3 Cayman National may refuse to honour a withdrawal request made against the Account or to pay a cheque or other payment if there are insufficient available funds including the overdraft limit in the Account, irrespective of any previous practice or acceptance.

## 7. Foreign Currency

7.1 The rates on foreign currency transactions may change at any time and are subject to market conditions at the time of execution, at the time of settlement, or after completion, irrespective of any quote.

7.2 Credit balances in any foreign currency are carried in the name of Cayman National with well established foreign correspondents, but at the risk of the Customer, including the risk of possible fiscal or other governmental measures (domestic and foreign), especially transfer restrictions.

7.3 If any item is sent for collection, the Customer shall not receive credit for such funds until the item has been cleared, and is subject to the then prevailing currency exchange rates and Schedule of Fees.

## 8. Standing Orders

8.1 If there are insufficient funds to execute a Customer's standing order, the Customer Instruction may not be processed, and the standing order may be cancelled entirely after 3 failed attempts to process. Standing order instructions may be processed if the relevant Account is funded before the standing order is cancelled.

8.2 If a standing order is scheduled to be paid on a day that is not a Business Day, then the standing order will be processed on the next Business Day.

8.3 Cayman National is not responsible for any consequential loss or damage that may result from the Customer's insufficient funds, and recommends that the Customer contact Cayman National to amend or confirm the standing order.

**9. Fixed Deposits**

9.1 All Fixed Deposits will renew automatically for a similar term at prevailing rates, unless Cayman National receives 2 Business Days prior written notice not to renew for amounts under $5 million in currency of account (face value), or 4 Business Days prior written notice for amounts $5 million in currency of account and greater.

9.2 Payout period of Fixed Deposits will be 2 Business Days after the contractual maturity date for amounts under $5 million in currency of account (face value), and 3 Business days after the contractual maturity date for amounts $5 million in currency of account and greater (face value).

9.3 Unless clause 9.4 applies, if the Customer breaks a fixed deposit before maturity, breakage fees apply in accordance with Cayman National's Schedule of Fees, currently the greater of the loss of interest or KYD250.00 (or currency equivalent), plus 2% of the principal. Cayman National may also exercise its discretion to apply the cost of replacement funding.

9.4 A breakage penalty for a Fixed Deposit for a Wholesale Funding Customer includes a repayment date no less than 31 calendar days after the termination request. Cayman National may also apply the breakage fees listed in the Business Schedule of Fees.

**10. Customer Instructions**

10.1 Cayman National may rely on all information provided by the Customer with respect to any withdrawal, credit, debit, transfer, wire, or payment instruction, including any routing or identifying names and numbers. Cayman National has no duty to detect any inconsistency or error in such information.

10.2 Customer is solely responsible for full routing instructions, and agrees that in executing any Customer Instructions, Cayman National may make use of correspondents, agents, sub-agents, funds transfer and communications systems. The Customer agrees that if a Customer instruction does not designate an intermediary bank where appropriate, Cayman National will select an intermediary bank on behalf of the Customer and the Customer agrees that Cayman National shall have no liability with respect to such selection. To the full extent permitted by law, correspondents, agents, sub-agents, systems or intermediary banks shall be deemed to be agents of the Customer and Cayman National shall not be under any liability for any errors, negligence, suspension or default of any of them, with all such risks being borne by the Customer.

10.3 The Customer agrees to notify Cayman National immediately upon knowledge of facts that reasonably put the Customer on enquiry as to the possibility of errors, omissions or irregularities affecting any Accounts, including any fraud or unauthorised activity.

10.4 Cayman National may correct any incorrect transactions upon its own discovery.

10.5 The Customer agrees to repay immediately in full any amount which was credited in error to an Account.

10.6 Customer agrees to review and verify the transaction history of the Accounts promptly. A Customer who intends to dispute any transaction on any Account must notify Cayman National in writing no later than the earlier of (a) 10 calendar days after the relevant statement is made available (including via Online Banking), or (b) 30 calendar days after the transaction date, in accordance with Section 18.4. After that time, Cayman National's records are deemed final and conclusive under Section 18.5.

10.7 Transactions may not be executed by Cayman National immediately when a Customer Instruction is received. Some transactions may take time to process. In addition, certain Customer Instructions may only be processed during normal banking hours even though Online Banking is Online and may be accessible outside normal banking hours. Customer agrees that Cayman National is not responsible or liable for any delay in completing a transaction or Customer Instructions.

10.8 The following Customer Instructions are processed by Cayman National immediately upon receipt or at the end of the Business Day, if Customer Instructions are received during Business Hours: Transfers Between Own Accounts, Third Party Transfers Within Bank, Bill Payments, new Term Deposits, Own Credit Card Payments, Third Party Credit Card Payments, Cash Advances or Loan Payments, Withdrawals, and Deposits. (Italics indicates processed at the end of the Business Day if Customer Instructions are placed at a Customer Service Centre, but processed immediately via Online Banking).

10.9 ollowing Customer Instructions processed by Cayman National may be subject to review and verification, and if they are in order and received by 12:30pm via Online Banking, or 1.00 pm at a Customer Service Centre, during Business Days, they will be processed that day, but if received after those times, they will be processed on the following Business Day: Electronic Funds Transfers (only via Online Banking), International Drafts, Local Drafts, International Wire Transfers. Cayman National may reject or delay processing such Customer Instructions in order to comply with its Compliance Obligations. Times stated in this Section 10.9 are indicative only, and subject to change without notice.

10.10 Unless otherwise specified, Customer Instructions relating to ordering currency will generally be filled by the next Business Day.

10.11 Customer agrees that Cayman National is not responsible for the late receipt of any funds by any payee, which could or does result in a late charge or penalty being assessed by the payee. Customer acknowledges that it may take a payee up to three Business Days to process internally and reconcile any payment by the Customer. As a result, Cayman National recommends that, for Customers using the Bill Payment Service, relevant Customer Instructions be received at least three Business Days before any payment deadline, in order to permit processing and reconciliation.

10.12 Cayman National will not be liable for delay in performing or failure to perform any of its obligations or Services which is caused by circumstances beyond its reasonable control, as described in Section 26.3 (Force Majeure).

10.13 Customer agrees to bear all losses for any loss of any sort, including foreign exchange losses, fees, charges, costs, or outright loss (ie: transfer to an unintended or fraudulent recipient) of an amount due to an error in Customer Instructions.

## 11. Communications and Instructions

11.1 Unless the Customer explicitly stipulates otherwise in writing, Cayman National may rely upon and is hereby authorised to receive and act upon any Unauthenticated Instruction. Such Unauthenticated Instruction binds the Customer and makes the Customer liable to the same extent as if the communication were signed and presented to Cayman National as an original, except where Cayman National has been grossly negligent or acted with wilful misconduct.

11.2 Cayman National may, in its sole discretion, choose to verify the authenticity of any Unauthenticated Instruction and request proof of identity and authority.

11.3 Whether or not Cayman National performs any such verification, the Customer hereby releases, waives, holds harmless, and fully indemnifies Cayman National from and for any and all actions, claims, costs, demand, damages, expenses, losses and liabilities incurred or sustained if Cayman National acted, acted incorrectly, delayed in acting, or did not act on Unauthenticated Instructions, except where Cayman National has been grossly negligent or acted with wilful misconduct.

11.4 The Customer consents to an audio recording of any telephone call, and the keeping of a record of any electronic communication with Cayman National. In the interests of security and preventing crime, Cayman National may use closed-circuit TV in and around its premises for the monitoring and collection of sound and/or visual images and the Customer and any Connected Person consent to such recording. All recordings remain Cayman National's sole property.

11.5 Unless otherwise specified, Cayman National may provide a specific notice to the Customer by mail or delivery or personal service, by posting an electronic message via Online Banking (if applicable), by telephone, or by email, to any address, telephone number, or email address (as the case may be) provided by the Customer for such purposes, and for which Cayman National does not receive a message indicating non-delivery.

11.6 Customer agrees to comply with all authentication measures required or implemented by Cayman National designed to ensure that requested transactions are properly authorised, including but not limited to Strong Customer Authentication, 3D Secure, One Time Password sent by SMS, push notifications, or otherwise. If Cayman National does not receive the appropriate response from such measures, the requested transaction may be declined, and Cayman National is not liable for any such declined transaction.

11.7 Customer agrees that it has or will have access to a computer or personal mobile device capable of supporting, at its own cost, high level browser encryption, internet access, a valid email address, and Online Banking, all as described in the Online Banking Guides. A Customer must possess a device that can receive SMS and email communications, and must inform Cayman National of the correct contact number / email address for such device.

11.8 Customer agrees to keep all of its information and bank details secure at all times. Cayman National will not normally contact a Customer to ask for bank details or specific information regarding the Customer or its Account. If a Customer receives requests for information, even if the Cayman National name or logo are used and the request appears to be genuine, the Customer should contact Cayman National immediately to verify the request. It is the Customer's responsibility to prevent fraud on its Account(s) by safeguarding of all bank information, including but not limited to:

- ensuring that any cheques posted to the Account are correct;
- informing Cayman National immediately by telephone, followed up in writing or as required by Cayman National, should such cheques become lost, stolen, or suspected of being in the wrongful possession of another;
- not allowing any person other than the Customer itself to have access to the Customer's Debit Card, PINs, passwords or any other security information or access to Customer's Online Banking account, etc.;
- keeping all cards, cheques, and other security and banking information secure at all times;
- not writing down passwords, PINs, or other security information;
- using appropriate passwords, PINs, or other security information that are known only to the Customer and which cannot easily be hacked or guessed;
- ensuring that all card receipts, account statements and any other information relating to the Accounts are held in safekeeping and only accessible by Customer;
- being careful and vigilant when destroying Statements and other documents that may provide information about Accounts;
- maintaining and using up-to-date anti-virus software, software, upgrades, plug–ins or additional security or access requirements on all computers and electronic devices used to access Online Banking;
- reviewing and reconciling Accounts regularly and frequently;
- keeping Cayman National fully and immediately informed about changes in Customer's status and all contact particulars;
- providing secure, current, and accurate detailed information that only Customer would know and or have access;
- being knowledgeable, vigilant, and aware of phishing attempts (via email, text, SMS, WhatsApp, calls, or any other medium) and not responding to them;
- following and implementing Cayman National's Account Security tips and advice for online security as posted on the Website under "Account Security."

## 12. Signatures

12.1 Cayman National shall be entitled but not required to verify further the authenticity of any authorised signature, other than by comparing it with the specimen on file. Cayman National is not liable for the consequences of any forgery unless such forgery were readily detectable by reasonable observation.

## 13. Debit Cards

13.1 This Section 13 applies to all Cayman National issued Debit Cards, and replaces any prior Cardholder agreements between Cayman National and the Customer, any Agreement and Disclosure Statement with respect to Debit Cards, any Visa Debit Card Agreement, or any Indemnity in respect of the Use of a Debit Card by an Young Person.

13.2 Each Customer must:

(a) choose which of the Customer's Account(s) to link to the Debit Card, and follow Cayman National's instructions to activate the Debit Card;

(b) sign the Debit Card issued to him or her upon receipt;

(c) keep the Debit Card secure at all times and not allow any other person to use it; and

(d) keep the PIN confidential and not disclose it to anyone or write it down in a manner which could be understood by someone else.

13.3 The Customer may use the Debit Card to pay for goods or services from businesses that display the Visa logo or withdraw cash at Cayman National ATMs or any ATM that displays the PLUS logo worldwide provided there are sufficient funds in the Account to cover the transaction. In the event that there are not sufficient funds in the Account or any overdraft limit has been exceeded, the transaction may not be processed. Cayman National sets limits on the value and number of transactions (per transaction, and per day), for ATM and for point-of-sale transactions. Contact Cayman National to modify those limits.

13.4 When using the Debit Card, Cayman National will immediately debit the Customer's Account for all such purchases or cash withdrawals. Where available, deposits through the Cayman National ATMs will receive same day value provided that the Customer makes the deposit to the ATM prior to 4:00 p.m. on Business Days.

13.5 The Customer remains liable for all amounts charged to the Account by the Customer's Debit Card (even if details on a sales voucher are wrong or where no sales voucher is signed) if it is clear that the Customer has authorised the transaction.

13.6 Cayman National is not liable to the Customer if the Debit Card is not accepted by any party or if a withdrawal cannot be made.

13.7 A merchant may ask Cayman National for authorisation before accepting payment by the Debit Card. Cayman National may not authorise the transaction if:

(a) the Debit Card has been reported as, or Cayman National believes the Debit card is lost, stolen, missing, the subject of fraud, or compromised;

(b) the Customer or Cardholder has breached these Terms & Conditions;

(c) taking account of all other transactions that have been authorised, including those not yet charged to the Account, there are or will be insufficient funds available in the Account; or

(d) if Cayman National is directed to block the merchant, subject matter, or geographic jurisdiction of the proposed transaction.

13.8 Cayman National is not liable for any action or inaction by a merchant or another financial institution in relation to a Debit Card transaction, including but not limited to refusal to accept a Debit Card, or imposing additional fees. Customers should report such merchant actions or inactions to Cayman National for investigation.

13.9 Once a Cardholder has carried out a transaction using the Debit Card, Cayman National cannot stop that transaction. Cayman National may be able to cancel a transaction that has been authorised but not paid if Cayman National receives satisfactory evidence that the transaction has been cancelled by the merchant. The Cardholder must try to resolve any errors, omissions or objections relating to any Debit Card transaction with the merchant before reporting such dispute to Cayman National. Cayman National is not liable for any amounts in dispute if reported beyond 30 calendar days from the transaction date.

13.10 When a Customer makes a transaction in a country other than the Cayman Islands or in the Cayman Islands in currencies other than the currency of the Account, the transaction will automatically be converted to KYD (Cayman Islands Dollars) at the exchange rates offered by Visa on the transaction date. The KYD amount is then converted to the currency of the Account at the Cayman National exchange rate offered on the posting date.

13.11 The Debit Card is issued for the exclusive use of the Customer. Subject to Section 13.12 below, each Customer is responsible for all transactions effected by the use of the Debit Card, and each Customer releases and indemnifies Cayman National for any loss or damage caused by any unauthorised use of the Debit Card or PIN. .

13.12 As soon as the Customer believes that the Debit Card is lost, stolen, missing, or compromised, or that someone else knows the PIN, the Customer must notify Cayman National immediately. Current phone numbers are published on the Website, www.caymannational.com. At the time of publication, phone numbers for the following apply: During Business Hours in the Cayman Islands, call Cayman National Customer Support at 345-949-8300. After Business Hours, call 345-926-2253. From within the USA or Canada, call Visa International at 1-800-396-9665 or 1-800-847-2911, or 303-967-1098 if outside the USA or Canada.

13.13 Upon notification, Cayman National will cancel the existing Debit Card(s) and new Debit Card(s) will be issued. If a lost Debit Card is then found, the Customer must not use it.

13.14 Until Cayman National is notified pursuant to Section 13.12 above, each Customer is liable for any losses incurred in respect of unauthorised transactions using a Debit Card. In addition, the Customer is liable for any and all losses arising if the Customer:

(a) acted fraudulently;

(b) granted access to the Debit Card and/or PIN to another person;

(c) failed to keep the Debit Card secure; or

(d) breached any material term of these Terms & Conditions.

13.15 Cardholders must not use the Debit Card:

(a) before or after the period for which the Debit Card is valid;

(b) after Cayman National has notified the Customer that the Debit Card has been suspended, withdrawn, or restricted;

(c) if Cayman National receives notice of the loss, theft or possible misuse of the Debit Card; or

(d) if Cayman National otherwise terminates or withdraws the privilege of using the Debit Card.

13.16 Cayman National may suspend, withdraw or restrict the use of a Debit Card without notice for any of the following reasons:

(a) upon reasonable grounds to suspect that the Debit Card details have not been kept safe;

(b) upon reasonable grounds to suspect unauthorised or fraudulent use of the Debit Card;

(c) as a result of the manner in the way the Customer operates the Account;

(d) if the Customer has breached any of Cayman National's terms or conditions;

(e) Cayman National has sent the Customer a replacement Debit Card;

(f) Cayman National considers it appropriate for the Customer's protection; or

(g) the Account to which the Debit Card is attached is closed or restricted.

13.17 The Customer authorises Cayman National to give any appropriate third party any relevant information in connection with the loss, theft or possible misuse of a Debit Card or PIN, and in order for Cayman National to meet its obligations as a member of Visa and/or Mastercard and associated networks.

13.18 A Customer may request that Cayman National issue a Debit Card to a Minor, in which case, the following terms apply:

(a) the Customer must be a parent or legal guardian of the Minor;

(b) the Customer and the Minor must be joint account holders on the Account(s) that is or are linked to the Debit Card issued to the Minor;

(c) the Customer is solely and fully responsible for the use of and all obligations, responsibilities, and liabilities owed to Cayman National or third parties, whether incurred by the Customer or the Minor, with respect to the Debit Card issued to a Minor;

(d) with respect to each Customer on an Account to which a Debit Card is issued to a Minor, each Customer hereby releases, waives, holds harmless, and indemnifies Cayman National from and for any and all actions, claims, costs, demand, damages, expenses, losses and liabilities incurred or sustained as a result of the issuance of a Debit Card to the Minor.

13.19 Cayman National may debit a Customer's Account in respect of all debits in relation to a Debit Card, pursuant to the Schedule of Fees.

13.20 Cayman National may, at the Customer's request and subject to its policies and procedures, issue one or more supplementary Debit Cards linked to the Customer's Account(s).

Each Additional Cardholder shall comply with these Terms and Conditions as if they were the Customer.

The Customer is solely and fully responsible for all transactions, obligations, and liabilities incurred through the use of any supplementary Debit Card, whether or not authorised by the Customer, until Cayman National has been notified of the loss, theft, or cancellation of such card in accordance with Section 13.12. Cayman National may, in its discretion, cancel or suspend any supplementary Debit Card at any time without affecting the validity of the primary Debit Card.

## 14. Online Banking

14.1 This Section 14 applies to all use of Online Banking, and replaces any prior agreements or Terms and Conditions relating to Personal Online Banking, or Business Online Banking.

14.2 Upon receiving an application for Online Banking Services, Cayman National will assign the Customer to a Single User Profile, or a Multi User Profile, for Online Banking purposes.

14.2.1 Under the Single User Profile, only one User may issue Electronic Customer Instructions. As a result, one person only (i.e.: one User only) may issue Electronic Customer Instructions and no other person verifies or approves Electronic Customer Instructions. (Typically, Single User Profiles include personal Customers, and small business Customers).

14.3 This Section 14.3 and its subsections apply to Customers using the Multi User Profile:

14.3.1 Customer confirms and acknowledges that, when using Online Banking, control over all of the Linked Accounts and the Customer's financial transactions rests with the Customer's appointment of the Master User(s), and any controls the Master User(s) then implement. The Master User(s) have the authority and ability to:

(a) create, establish, change, and inactivate other Users (including other Master User(s);

(b) establish and change Users' rights, abilities to view or transact, transaction limits, daily limits, and authorisations;

(c) change Account Controls (including Services used).

As such, the Customer acknowledges and confirms to Cayman National that it is aware and consents that the Master User(s) may override any other Customer Instruction or mandates the Customer may have informed Cayman National.

14.3.2 The access rights and limits set by the Master User(s) apply to all Linked Accounts.

14.3.3 Customer will appoint the initial Master User(s) on the Online Banking Application Form and/or any Supplement(s). The Master User(s) will register for Online Banking Services online and establish all Users and their authorities and limits.

14.3.4 If the Customer is not a natural person (e.g.: a company, partnership, etc.), the legal controllers of the Customer (e.g.: if a company, then directors; if a partnership, then the general partners) must authorise the designation of a Master User(s) or any changes thereto. Persons who are merely authorised signatories are not authorised to appoint or amend Master User(s).

14.3.5 Customer must provide the names, and Know Your Customer (KYC) documents as requested by Cayman National of the persons who will be Master Users and Authorisers.

14.3.6 A Related Party may appoint a Controlling Customer to control any of its Linked Accounts. As such, the Related Party cedes all Account Control to the Controlling Customer.

14.3.7 Any Controlling Customer that receives Account Control from a Related Party accepts all responsibility for the Linked Accounts under these Terms and Conditions, as if the Related Party's Linked Accounts were those of the Controlling Customer.

14.4 The Customer can set their own limits below the Single/Multi User limits set by Cayman National.

14.5 Customer acknowledges that each Authoriser, and each User, may (depending on his or her own citizenship or residency status) have an obligation to report information relating to the Customer's Accounts to regulatory authorities or agencies outside of the Cayman Islands,

including the United States of America, and that Cayman National may have similar reporting obligations.

14.6 Customer specifically agrees and understands that any prior or other requirement or Customer Instruction to Cayman National to verify any signatures on any type of transaction, or to limit any transaction in any way, does not apply to any Electronic Customer Instructions received through Online Banking. Customer acknowledges that limitations on individual or joint authority to transact any business under the Other Mandates do not apply to Electronic Customer Instructions in Online Banking. Customer must establish (or re-establish) its own Account Control (eg: authorisation limits) through its Master User(s) in accordance with the Online Banking Guides.

14.7 Customer acknowledges that the User(s) (to the extent authorised by the Master User(s)) will be able to view and access each of Customer's Linked Account(s) in any manner and for any purpose available through Online Banking Services whether now available or available at some time in the future.

14.8 Customer and all Users agree to comply with all instructions or recommendations Cayman National may issue regarding Online Banking security including, without limitation, the security recommendations contained in the Online Banking Guides. Customer agrees that it is solely responsible to establish, maintain and regularly review security arrangements concerning access to, and use of, Online Banking Services, and information stored on computing and communications systems, Users' control of Passwords, and access to Online Banking.

14.9 Customer confirms that it has assessed the Security Procedures for Online Banking and determined that these features, in combination with its own security measures, are adequate to protect its own Linked Account(s) and its own banking needs.

14.10 Customer must ensure that Users keep his or her own User name/Password secure and secret at all times and take steps to prevent unauthorised use of their User name/Password provided or created by them. Each User name/Password acts as a signature signifying authority and authenticity. Passwords may be changed by the User at any time by following instructions in the Online Banking Guides.

14.11 Customer (or Master User) must notify Cayman National immediately of any known or suspected unauthorised access to Online Banking or the Website or any Linked Account, or any unauthorised transaction or instruction.

14.12 Because Online Banking Services are accessed through the internet, which is a public system over which Cayman National has no control, Customer acknowledges that it is solely responsible to ensure that any computer, phone, or other device which is used to access Online Banking Services is free from and adequately protected against acquiring computer viruses, security breaches or spy ware, and other destructive, invasive, or disruptive components.

14.13 Customer agrees that it is solely responsible for the performance and protection of any browser used in connection with Online Banking, including the prompt adoption of all security patches and other security measures issued or recommended from time to time by the suppliers of such browsers.

14.14 At certain times the Online Banking Services may not be available due to system maintenance or circumstances beyond Cayman National's control. During such times, or if for any reason a Customer cannot access Online Banking Services, contact Customer Support.

**15. Power of Attorney**

15.1 The Customer may appoint an attorney-in-fact to act in respect of the Account, subject to Cayman National's policies and procedures and so long as Cayman National has not received written notice that the appointment is invalid.

15.2 In its discretion, Cayman National may choose not to accept an appointment of an attorney-in-fact that is greater than 5 years old. Each attorney-in-fact must provide satisfactory Know Your Customer documents in accordance with Cayman National's policies and procedures.

15.3 Cayman National may choose to verify the validity of any appointment of an attorney-in-fact, and may choose not to act, or may delay in acting, on the directions of an attorney-in-fact. The Customer waives and holds Cayman National harmless for any and all actions, claims, costs, demands, damages, expenses, losses and liabilities incurred or sustained if Cayman National acted, acted incorrectly, delayed in acting, or did not act on the instructions of a person purporting to act as an attorney-in-fact, except where Cayman National has been grossly negligent or acted with wilful misconduct.

15.4 If any Customer intends to appoint an attorney-in-fact to a joint Account, then it is the obligation of the Customer to notify all other joint Account holders that the attorney-in-fact will act on behalf of the Customer in relation to such Account.

**16. Joint Accounts**

16.1 If more than one person is an account holder of an Account, then all such persons hold the Account as joint tenants, and not as tenants in common. Each account holder will be treated equally, with no person having any greater rights or access to the Account, irrespective of whether the Account was opened jointly at first instance, or whether the Account was made joint after the Account was opened.

16.2 Unless the Customer specifies in writing otherwise and subject to this clause, any one account holder of a joint account may give Cayman National instructions with respect to the Account, including withdrawal of any portion of or the entirety of funds in the Account; sign cheques on the Account; accept Statements, documents, notices or other information relating to the Account; deposit to the Account.

16.3 Irrespective of signature authority requirements (i.e.: whether a joint Account requires one person to sign, or two or more to sign), upon the death of a joint Account holder, each surviving Customer continues as an account holder until there is no surviving Customer, in which case the Account forms part of the estate of the last surviving Customer only.

16.4 Other than Accounts that Cayman National closes on its own initiative, each Account holder must authorise the opening and closing of the Account, and the addition or removal of any other Account holder to that Account, subject to clause 16.5.

16.5 In instances where a joint Account requires one person to sign (and not two or more to sign), an Account holder may request Cayman National to remove that Customer from the joint Account, providing that there are no credit

facilities linked to such Account (including loans or overdrafts). Cayman National may decline to remove a Customer as an Account holder from a joint Account, subject to Cayman National's policies and procedures (which may be amended from time to time). If a Customer is removed as an Account holder, the Customer must notify all other joint Account holders of the change.

16.6 Upon the closing of a joint Account, the proceeds of the Account will be disbursed as directed by all of the account holders jointly, or in default, by cheque or bank draft payable to all account holders jointly posted to the address on file.

16.7 Any liabilities owing to Cayman National arising in any joint Account are owed jointly and severally by the Account holders.

**17. Indebtedness**

17.1 Cayman National may debit an Account at any time if a cheque, instrument or other item or transaction is dishonoured or not paid for any reason whatsoever. The Customer waives presentment for payment, notice of dishonour, protest and notice of protest on all cheques, instruments and other items requiring such action.

17.2 Unless Cayman National explicitly agrees otherwise in writing, Cayman National may apply any credit balance in any Account against any debt or liability the Customer owes to Cayman National or any Affiliate, without notice, whether as primary obligor or guarantor, and/or retain a debt collection service for such purposes.

17.3 Cayman National may use any collateral held as security for any purpose as security for any unauthorised indebtedness, without any obligation to provide notice to the Customer, and to apply that security to that the indebtedness.

**18. Statements and Acceptance of Records**

18.1 Cayman National may prepare a regular statement of account, made available to the Customer via Cayman National's Online Banking service.

18.2 Although Cayman National has no such obligation, Customer may request Statements to be printed and delivered. Fees will charged at the prevailing rate listed in the Schedule of Fees.

18.3 Each statement of account will be deemed to have been received by the Customer, on the earlier of: the day it is actually received; the day on which the Customer becomes aware of facts that reasonably put the Customer on enquiry as to the possibility of errors, omissions or irregularities affecting the Account including any fraud or unauthorised activity; or 10 calendar days after the statement is dispatched or posted or made available through Online Banking, whether the statement of account is actually received. The Customer shall further be deemed to have received a statement of account each time the Customer accesses Online Banking.

18.4 Customer agrees to examine every statement of account as soon as it is available on Online Banking or is deemed to have been received. If the Customer disputes any transaction, the Customer must notify Cayman National in writing by the earlier of (a) 10 calendar days after the statement has been prepared, or (b) 30 calendar days after the transaction has been recorded.

18.5 If the Customer has not lodged a written dispute within the time frames indicated in Section 18.4 above, the Customer agrees that Cayman National's records are conclusive evidence of dealings with Cayman National regarding the Accounts and are correct, complete, authorised and binding upon the Customer, and Cayman National is and will be released from all responsibility for Account activity preceding the statement of account pertaining to such errors, omissions, irregularities, fraud or unauthorised activity, including Cayman National's negligence, (but excluding such due to gross negligence or wilful misconduct).

18.6 The Customer agrees not to object to the admission of Cayman National's records, including Statements of account and computer records, as evidence in any legal proceeding on the grounds that such records are not originals, are not in writing, are hearsay, or are documents containing information extracted from a computer or other electronic medium. In the absence of evidence to the contrary, Cayman National's records are conclusive for all purposes, including litigation, in respect of any Customer Instruction to Cayman National, and any other matter or issue relating to any Account.

**19. Dormant and Inactive Accounts**

19.1 Accounts that have had no Customer-initiated transactions for one year may be subject to inactivity fees. The Customer may reactivate an Account in accordance with Cayman National's policies and procedures. The proceeds of an Account that is inactive for 7 years or more may be subject to forfeiture to the Cayman Islands Government pursuant to the Dormant Accounts Act, as amended from time to time.

**20. Closure**

20.1 Subject to Sections 9 and 16.4, the Customer may terminate and close any Account at any time upon written notice, effective only when such notice is received.

20.2 Cayman National may withdraw or terminate any Account or any of the services it offers to the Customer at any time upon 15 calendar days notice (or sooner if in urgent circumstances), and need not provide any reason for doing so. Cayman National may close any Account immediately if a Customer or Connected Person exhibits abusive behaviour to, or threatens, any Cayman National employee or director. Cayman National will have no liability to the Customer for any loss or inconvenience or consequential losses that may result from any closure, unless caused by Cayman National's gross negligence or intentional wrongful act.

20.3 These Terms and Conditions shall survive the close of an Account, or termination or withdrawal of Cayman National's services and will continue to apply with respect to determination of responsibility and resolution of all disputes for events, acts or omissions occurring before or circumstances as exist as at the time of closure, termination or withdrawal.

**21. Customer Information and Compliance**

21.1 The Privacy Notice applies to all provisions of this Section 21, and is incorporated into these Terms and Conditions. Provisions of this Section 21 supplement the provisions of the Privacy Notice.

21.2 Cayman National and its Affiliates may collect, use and share Customer Information for proper business purposes.

21.3 Cayman National will not disclose Customer Information to anyone, other than:

(a) where Cayman National is legally required to disclose or has a public duty to disclose;

(b) the Customer has consented to such disclosure; or

(c) as provided in these Terms and Conditions.

21.4 The Customer agrees and consents that Cayman National will process, transfer, and disclose Customer Information to a third party, which may be within or outside the Cayman Islands, in order to:

(a) verify the Customer's identity or instructions and effect the Customer Instructions;

(b) perform Financial Crime Risk Management Activity;

(c) carry out Customer Instructions;

(d) collect any money owed by the Customer to Cayman National;

(e) perform credit checks and obtain or provide credit references; or

(f) enforce or defend the rights of Cayman National or an Affiliate.

21.5 The Customer agrees and consents that Cayman National may transfer and disclose Customer Information, all subject to industry-standard confidentiality, as follows:

(a) to any member Affiliate and any party who provides services to Cayman National or their agents;

(b) to any Authority pursuant to the relevant legal provision;

(c) to any correspondent and agent banks, clearing houses and clearing or settlement systems, or service providers, as may be necessary;

(d) to other financial institutions, fraud prevention agencies, trade associations, credit reference agencies and debt recovery agents;

(e) to any third party in connection with any reorganisation, sale or acquisition of Cayman National or an Affiliate; and

(g) to third parties for marketing purposes where the Customer has consented to marketing.

21.6 Each Customer must inform Cayman National in writing about any changes to Customer Information, or any changes relating to the use of any Account, or any Change to Master User or Authorisers in Online, as soon as possible, and in any event, within 30 calendar days of the change.

21.7 Each Customer must promptly provide Customer Information as requested by Cayman National.

21.8 Notwithstanding any provision of these Terms and Conditions, Cayman National will not be liable for loss (whether direct, consequential or loss of profit, data or interest) or damage suffered by any party arising out of: (a) any delay or failure by Cayman National (or any of its Affiliates) in performing any of its duties under these Terms and Conditions or other obligations caused in whole or in part by any steps which Cayman National, in its sole discretion, considers appropriate to take in accordance with all such policies and procedures, laws, acts, regulations or guidance; or (b) the exercise of any of its rights under this Section 21.8.

21.9 Without limiting Sections 21.1–21.8, the Customer represents and warrants that it:

(a) has authority to provide to Cayman National the Customer Information and Personal Data of all Connected Persons, including any Users (such as Master Users, Makers, and Authorisers) and any Additional Cardholder(s), that is required for the opening, maintenance, and operation of the Account(s) and Services; and

(b) has provided (or directed such persons to) Cayman National's Privacy Notice and, where required by applicable data-protection laws, has obtained all necessary notices and consents for Cayman National (and its Affiliates and service providers) to collect, use, store, and disclose such information as described in these Terms and Conditions and the Privacy Notice; and

(c) will promptly notify Cayman National of any changes to such Connected Persons or their details in accordance with Section 21.6

## 22. Account Holds

22.1 Cayman National may, in its discretion, hold, freeze, or restrict any item or funds deposited to an Account, or to return funds, and to defer the Customer's ability to withdraw funds represented by such a deposit: (a) until Cayman National actually receives (i) irrevocably the funds or payment for the item, and (ii) satisfactory source of funds documentation, if required, and (iii) any and all Customer Information required; or (b) if Cayman National is made aware of (i) unusual or suspicious or any alleged criminal activity in the Account, or (ii) any judicial proceeding or potential proceeding or third party claim that may give rise to a claim against or cause a loss to the Customer, Cayman National, or an identifiable third party, and in no circumstance is Cayman National liable for any loss or consequential loss resulting therefrom.

22.2 Cayman National may hold up to KYD10.00 (or equivalent in the currency of the Account) per Account in order to pay government stamp duty or account fees. Such holds will be released upon Account closure.

22.3 Notwithstanding any hold period, an item sent for collection to another financial institution may be returned to Cayman National. The Customer agrees to be liable for any amount returned and for any out of pocket expenses incurred by Cayman National, pursuant to Section 17 of these Terms and Conditions.

22.4 The Customer agrees to produce any additional documentation or information that Cayman National may reasonably require to verify the purpose or source of any transaction, or to satisfy any proper request from a correspondent bank.

## 23. No Grant of Security Interest

23.1 Unless Cayman National explicitly agrees otherwise in writing, the Customer may not give anyone other than Cayman National any security interest in any funds in an Account, whether by assignment, hypothec, charge, transfer or otherwise.

## 24. Own Legal and Tax Advice

24.1 The Customer acknowledges that Cayman National does not provide and is not qualified to advise on legal or tax matters and confirms that Cayman National has not rendered any such advice. Each Customer should seek its own independent tax and legal advice.

24.2 Cayman National recommends that all Customers obtain legal and tax advice from relevant professionals on matters affecting the Customer and the Customer's Account in all jurisdictions where the Customer may be subject to the laws of such jurisdictions.

**25. Customer Compliance for Tax, Reporting, Trade**

25.1 Under the laws of certain countries or jurisdictions, some Customers may be required to report or comply with obligations imposed by such jurisdictions, including but not limited to, laws and regulations in respect of tax, foreign exchange control, income, and restriction on trade. Each Customer is solely responsible for complying with his, her, or its own legal and tax obligations (and Connected Persons are responsible for complying with theirs), such as payment of tax and filing of tax returns, in all countries where those obligations arise and relating to the opening and use of accounts and Services provided by Cayman National. As a condition of opening and maintaining any Account with Cayman National, the Customer specifically acknowledges and agrees that it does and will comply with any and all such relevant obligations. The Customer agrees to indemnify fully Cayman National for any losses, damages, or costs incurred if the Customer breach of this condition.

25.2 If a Customer does not promptly respond satisfactorily to Cayman National's request(s) for Customer Information, does not agree that Cayman National can disclose, transfer or process Customer Information as provided in these Terms and Conditions, or if Cayman National suspects Financial Crime, then Cayman National may:

(a) be unable to provide all or part of the Services and can terminate its business relationship with the Customer;

(b) take necessary steps for an Affiliate to meet the Compliance Obligations;

(c) charge appropriate fees; and/or

(d) block or close any Account(s).

25.3 If a Customer does not provide accurate Customer Information upon request, Cayman National may make its own decision about the Customer's tax status. This may result in Cayman National reporting relevant information to a Tax Authority, and/or withholding any relevant amounts from an Account to pay to an appropriate Tax Authority in accordance with applicable law, and Cayman National shall not be liable for such actions.

**26. Indemnification and Limitation of Liability**

26.1 The Customer agrees to indemnify and pay Cayman National (and permits Cayman National to debit any Account) for all expenses, costs, fees, damages (including legal fees and expenses) Cayman National may incur in dealing with any issue in relation to the Account, including but not limited to taking any steps to recover any sum due from the Customer, any matter arising out of the Customer's business with Cayman National, responding to any process or order or litigation or threatened litigation issued by any court or regulatory body whether Cayman National is a party or not, addressing any government directive, any enhanced or further due diligence or monitoring or acceptance of transactions, or any research, retrieval, and production of information or documents.

26.2 Customer agrees Cayman National is not liable for any loss or damage with respect to any Services or Account, except for losses or damage directly caused by Cayman National's gross negligence or wilful misconduct. In any event and under all circumstances, any such loss or damage is limited to the Customer's actual, direct losses, and under no circumstance is Cayman National liable for any consequential or indirect loss.

26.3 Cayman National shall not be liable if it is unable to perform any of its obligations or Services, or is delayed in its performance of any Service, due to a Force Majeur event.

**27. Intellectual Property**

27.1 Cayman National owns or licenses all copyright in the Material, unless otherwise noted. Customer may print, copy, download, or temporarily store extracts from the Material for its own information or when using Online Banking Services. Customers may not alter or otherwise make any changes to any Material printed or downloaded including, without limitation, removing any identifying marks or legends from such Material. Any other use is prohibited unless the Customer first requests and obtains Cayman National's written permission.

27.2 Where Tools are provided to Users in connection with the Website or Online Banking, such Tools are not provided as part of the Online Banking Services, and are provided subject to the terms, conditions, exclusions, and disclaimers relevant to such Tools as provided.

**28. Complaints**

28.1 Cayman National encourages all Customers to communicate any dissatisfaction or complaints to Cayman National. Customers can communicate with Cayman National via Online Banking, by written correspondence, by completing a form or attending any Cayman National Customer Service Centre.

**29. Interpretation**

29.1 These Terms and Conditions shall be governed by and construed in accordance with the laws of the Cayman Islands, and the Customer submits to the exclusive jurisdiction of the courts of the Cayman Islands on any matter relating to the Account(s).

29.2 If any part of these Terms and Conditions is held unenforceable for any reason, the unenforceable portion(s) will not affect the enforceability of the remainder of these Terms and Conditions, which will continue in full force and effect. So far as possible, Cayman National and the Customer shall give effect to the intent of the unenforceable portion(s).

29.3 The headings in these Terms and Conditions are inserted for convenience only and shall not affect the construction hereof.

29.4 Any terms or expressions importing the singular shall include the plural and vice versa.

29.5 Nothing in these Terms and Conditions conveys any rights to any third party under The Contracts (Rights of Third Parties) Act, 2014, as amended from time to time.

29.6 No action or inaction on Cayman National's part (whether continuing or not) to insist on the strict compliance with these Terms and Conditions does not constitute any waiver of Cayman National's rights.

**30. Privacy & Data Protection Acknowledgement**

30.1 By signing this application, the Customer(s) (including, where applicable, any Users such as Master Users and Authorisers and any Additional Cardholder(s)) confirms that they have read and understood Cayman National's Privacy Notice (available at www.caymannational.com/privacy) and acknowledges that Cayman National may collect, use, store, and disclose Customer Information (including information relating to Connected Persons) in accordance with that notice and applicable data protection laws.

30.2 The Customer(s) further acknowledges that Cayman National may share Customer Information relating to the Customer and any Additional Cardholder(s) with Visa, its affiliates, agents, and service providers for purposes related to the issuance, authorisation, processing, settlement, fraud monitoring, tokenisation, and administration of the Debit Card. The Customer(s) understands that Visa is independently responsible for its own processing of Customer Information, which is subject to Visa's Global Privacy Notice available at www.visa.com/legal/privacy-policy.html.

30.3 To the extent that both Cayman National and Visa process the same Customer Information, each shall do so separately for its own lawful purposes and in accordance with its own privacy policy. In the event of any inconsistency between those privacy policies, the policy of the party that determines the relevant purpose and means of the processing shall prevail for that processing activity. Nothing in these Terms and Conditions limits Cayman National's obligations under applicable data-protection laws in relation to Personal Data it controls.

30.4 Participation in Visa's CTP functionality is subject to the Customer's (and any Additional Cardholder's) consent, and either may opt out of CTP at any time by contacting Cayman National at cnbcardservices@caymannational.com or following the opt-out process communicated by Visa.

**July 2026**