Terms & Conditions

For conducting business with
Clarien Bank & Investments Limited

CLARIEN

1. General

1.1 Definitions and Interpretation

Throughout this Mandate where the context so requires, the singular includes the plural and vice versa and the masculine includes the feminine and neuter and the following expressions have the following meanings:

"Affiliates", in relation to the Bank, includes entities in which it holds shares, its shareholders and other entities owned or controlled by its shareholders.

"Bank" means Clarien Bank & Investments Limited. Unless the context otherwise requires, "Bank" also includes Clarien Bank & Investments Limited's agents engaged to provide some or all of the services provided by the Bank.

"Customer" unless the context otherwise requires, shall mean all person(s) identified as the Customer(s) in respect of any account held with the Bank.

"Issuing Branch" means the Clarien Bank & Investments Limited branch at which the Customer opened an account.

"Regulatory Authority" includes the Cayman Islands Monetary Authority as well as any agent acting on its behalf and any other person who by law or regulatory guidance is given power to regulate or supervise the activities of the Bank or its Affiliates.

The headings of these Terms and Conditions that accompany the part and clause numbers are for convenience and reference only, and in no way define or limit the scope and contents of the Terms and Conditions or in any way affect their provisions.

1.2 Account Opening

The Customer requests the Bank to open an account(s) in its name and to honour the signature(s) of the person(s) set out on the most recent Personal/Joint Relationship Form submitted by the Customer for each account.

1.3 Effective Date

These Terms and Conditions take effect when the Bank receives the Personal / Joint Relationship/Corporate Application Form executed by or on behalf of the Customer.

1.4 Scope of Application

These Terms and Conditions govern all accounts in the sole or joint name of the Customer with the Bank, including any accounts that may subsequently be opened in the sole or joint names of the Customer, unless otherwise agreed in writing by an authorized officer of the Bank. If there is a written agreement between the Customer and the Bank as to the terms and conditions to be governed by a specific account or facility, these Terms and Conditions only apply to the extent that they are consistent with the terms and conditions applicable to the specific account or facility.

1.5 Status of Previous Mandates

Unless otherwise agreed in writing between the Bank and the Customer, any previous mandates between the Bank and the Customer governing accounts are hereby terminated and replaced by these Terms and Conditions; However, all authorities, instructions, instruments and transactions authenticated in accordance with any existing mandate and purporting to have been given, made, issued or entered into prior to these Terms and Conditions taking effect will have effect as between the Customer and the Bank as though this instruction had never been given.

1.6 Instructions Regarding the Account

All instructions in connection with the Customer's accounts and in particular, but without limiting the generality of the foregoing, all instructions relating to instruments and securities, the charging pledging disposal and withdrawal of them, the taking of advances by way of discounts, loans, or otherwise with or without security, withdrawals of any amount, whether principal or interest, which may be standing to the Customer's credit, and discharges on deposit receipts standing in the name of the Customer are in order if given by the person(s) notified by the Customer to the Bank, in a form acceptable to the Bank, as being authorized to give those instructions on the Customer's behalf.

Unless otherwise communicated to the Bank in writing, the Bank is authorized and requested to act on the instructions of the person(s) notified by the Customer to the Bank, as provided in this clause, and that person(s) is/are authorized:

(a) to deposit with or negotiate or transfer to the Bank (but only for the credit of the Customer) all or any cheques, promissory notes, bills of exchange, orders for payment of money and other paper negotiable or otherwise, interest or dividend coupons and warrants, securities maturing or called for redemption, and the proceeds of any of them, and for that purpose to make, draw, endorse, sign, execute and deliver all or any of them to the Bank endorsed with the name of the Customer impressed thereon by rubber stamp or otherwise;

(b) to sign and deliver to the Bank the Bank's form of settlement of balances and release, and to agree, settle and certify all books and accounts between the Customer and the Bank, and to receive all commercial and other paper, and to sign and deliver to the Bank receipts for all or any of the foregoing;

(c) to make, draw, accept, endorse, sign and execute promissory notes, bills of exchange, orders for the payment of money and other instruments, whether negotiable or not, and agreements obligating the Customer to the Bank in respect of obligations or liabilities incurred or to be incurred by the Bank for the account or benefit of the Customer;

(d) to borrow money from the Bank on the Customer's credit in such amounts and on such terms as may be deemed expedient by obtaining loans or advances or by way of overdraft or otherwise;

(e) to mortgage, hypothecate, charge, pledge, convey, assign or transfer to or in favour of the Bank or otherwise give security to the Bank upon all or any of the property, real or personal, immovable and movable, present and future, owned by the Customer or in which it may have any interest and to empower the Bank or any person or persons to sell at public or private sale, assign, transfer and convey from time to time any or all property or interest therein over which security is held by or for the Bank, and execute in the name of the Customer or otherwise and deliver all assignments, transfers, conveyances, powers of attorney and other documents which may be deemed necessary or useful for the purpose of effecting or completing any such sale, assignment, transfer or conveyance, the nature and form of any such security and the rights, powers and authorities exercisable by the Bank or any person or persons thereunder or in respect of them to be satisfactory to the Bank;

(f) to sign or execute and deliver all such assignments, transfers, conveyances, hypothecations, mortgages, charges, pledges, agreements, deeds, releases, discharges and other documents and writings as the person(s) so notified to the Bank, in its discretion, may consider necessary or useful in connection with the Customer's business with the Bank or as the Bank may request;

(g) to withdraw from the Bank all or any securities and property that the Bank holds for safekeeping on the Customer's behalf or as collateral security or otherwise and sign and deliver receipts for them or to direct the Bank by written instructions to deliver all or any such securities and property to any person or persons named in such instructions, and all instruments, whether negotiable or not, documents and writings made, drawn, accepted, endorsed, signed or executed as herein provided and delivered by any bearer of them will be valid and binding on the Customer, and the Bank is authorised to act thereon and give effect to them.

1.7 Authority to Act on Instructions re: Securities

The Bank is authorised and requested to honour and comply with all instructions to deliver or dispose of any securities, documents, foreign currency or property held by the Bank or on the Customer's behalf; to hold the Customer liable on all agreements and indemnities in connection with the issue of letters of credit, drafts and telegraphic transfers and with all banking transactions IF any such instructions, agreements and indemnities are signed by the person(s) notified by the Customer to the Bank, in a form acceptable by the Bank, as being authorized to do so.

1.8 Use of Agents

The Bank is authorized to appoint any person or persons (including its subsidiary or affiliate) as agent to perform any or all administrative, dealing and ancillary services or to do any act in the execution of this agreement or perform any of its functions under this Agreement. The Bank will act in good faith in the appointment and supervision of such agents.

1.9 Verification Clause

The Customer agrees with the Bank that:

(a) In respect of each account with the Bank, now or subsequently kept by the Bank the Customer will verify the correctness of each statement of account provided or made available.

(b) The Bank will render or make available online to the Customer, statements which, at the Bank's discretion will be monthly, quarterly, semi-annually or annually.

(c) Within 15 days after the day when each statement of account is issued or made available by the Bank, the Customer must notify the Bank in writing of any alleged omissions from, errors or debits wrongly made to, or inaccurate entries in the account as so set out in the statement, including but not limited to debits wrongly made as a result of or arising out of any negligence, forgery or fraud whatsoever and by whomsoever caused.

(d) At the end of the 15 days, the statement will be conclusive evidence as against the Customer without any further proof that (except as to any alleged errors, omissions, wrongful debits or inaccuracies notified as provided by this clause) the statement contains all credits that should be contained therein and no debits that should not be contained therein, and all the entries therein and the closing balance on the statement are correct, and subject to the above exception relating to Customer notification to the Bank, the Bank will be entitled to rely on the statement and will be free from all claims in respect of the account.

(e) The Customer must furnish the Bank with an address (electronic and/or physical) to which it may direct notices and communications. Where the Bank has accepted instructions from the Customer to retain communications addressed by it to the Customer or sent in care of it, for collection by it in due course, the Bank reserves the right to, mail notices and other communications to the latest address provided by the Customer where in its sole discretion it considers that the interests of the Bank requires the issuance to the Customer of such notices or communications to be effected.

(f) The Customer must lodge objections concerning execution or lack of it of any and all instructions with the Bank by telephone, telefax, telegram or telex immediately on receipt of the first advice or on determination of non-execution and must be confirmed in writing. In the case of securities and foreign exchange transactions, objections must be lodged prior to the opening of the next stock exchange session or foreign exchange trading session. On expiration of the time limits in these Terms and Conditions all account and securities statements, advices, executions, non-executions and other matters in connection with them will be deemed to have been approved and accurate.

(g) All notices and communications by the Bank will be deemed to have been duly given to the Customer by the Bank sending them by post to the last known or advised physical or electronic address or facsimile

number of the Customer and the Customer will be deemed to have received all such notices and communications in the case of electronic mail or facsimile transmission, within twenty four hours of dispatch and in the case of dispatch by post within seven (7) days of dispatch and in proving such service it will be sufficient to prove that the letter was properly addressed and posted or dispatched to the advised or last known email address or fax number.

(h) In the case of joint accounts, all notices and communications may be addressed to any one of account holders and will be deemed to have been received by each of them.

(i) The Customer must bear all risks connected with the use of carriers such as couriers, post, electronic mail, telephone, cable, telefax or telex, including but not limited to delivery failure, delays, misunderstandings or mutilation.

(j) In agreeing to these Terms and Conditions, the Customer further declares and agrees that it is essential and important that the examination and verification of all statements of account, and (if accompanying the statements) the cheques, instruments analogous to cheques and vouchers or any of them relating to such statements of account be carried out by the Customer in the manner and within the time stipulated in this clause and that the statements of account will have conclusive effect against and be unchallengeable by the Customer in relation to such entries or items or the closing balance in respect of which no notification of errors, omissions, wrongful debits or inaccuracies has been given by the Customer as required by this clause.

1.10 Customer's Obligations and Negligence

The Customer will at all times in respect of its accounts and in its dealings with the Bank act in good faith and with due diligence, and take all necessary precautions in all acts and matters relating to the operation and maintenance of its accounts with the Bank. The Customer alone will bear all the consequences of its negligence and will indemnify and hold the Bank harmless in respect of any and all losses or damages arising due to the Customer's fault or negligence.

1.11 Authority to Correct Errors

If the Bank makes any error in recording any entry in or to the Customer's accounts, the Bank has the right to make the necessary correction and may accordingly reverse or adjust the entry without notice to the Customer and recover the amount (if any) due from the Customer. The Bank will not be liable for any damage or loss arising as a result of any such error.

1.12 Consolidation and Transfers Between Accounts

In addition to any powers of combining or consolidating the accounts and liabilities of a Customer, or of set off, conferred on the Bank by law, the Customer agrees that the Bank may at any time without prior notice to the Customer SET OFF, COMBINE or CONSOLIDATE any or all of such sums of money or part or parts thereof as may now stand or hereafter may from time to time be standing to the Customer's credit on any account, regardless of the currencies in which they may be carried and without regard to maturity, with any or all or any part of such sums of money as may now be or subsequently may from time to time become due or owing to the Bank from or by the Customer, either as principal or surety, and either solely or jointly with any other person, or on loan or any other account whatsoever, or for actual or contingent liability including all usual banking charges; AND the Customer further agrees that the Bank may without any notice to or further or other consent from the Customer, apply or transfer any money now or at any time subsequently standing to the Customer's credit on any deposit account or savings account in payment or in part payment of any such sums of money as may now be, or subsequently may from time to time become, due or owing to the Bank from or by the Customer and that the Bank may refuse payment instructions received from the Customer which, if paid, would reduce the amount of money standing to the Customer's credit to less than the amount for the time being so due or owing to the Bank from or by the Customer.

1.13 Agreement Surviving Death, etc.

These Terms and Conditions will continue notwithstanding the death, insanity, bankruptcy, winding up or dissolution of the Customer, or any of the Customers.

1.14 Bills of Exchange Dishonoured etc.

The Bank is authorised to debit any of the Customer's accounts with any cheques, bills of exchange or other instruments that were previously credited to an account of the Customer which were either not paid when presented by the Bank or which if paid the Bank may be required to refund or which may be dishonoured for any reason whatsoever, and to also debit the Customer's account with all the Bank's costs, charges and expenses incurred in that connection.

1.15 Collection of Instruments for Customers

Where the Bank accepts for collection on the Customer's behalf any cheques, drafts, bills, dividend or interest warrants or other instruments issued in favour of Customer, the following provisions apply:

(a) The Bank is entitled to charge, and to debit any of the Customer's accounts with the Bank's collection charges as well as any fees or charges that the bank incurs in that connection.

(b) The Bank does not accept any responsibility for loss, delay, mutilation or interception of the instruments in postal or courier transit.

(c) The Bank does not accept or share any responsibility for realization of such instruments or for the genuineness, validity or correctness of the signatures or endorsements thereon.

(d) The Bank is entitled, but not obliged, to prohibit withdrawals against such instruments before realization by the Bank of the amounts for which the instruments were issued.

(e) Where the Bank accepts for collection cheques or other instruments payable outside the Cayman Islands, the Bank may require compliance with the relevant laws and regulations of the country in which the cheques or other instruments are payable, whether or not those laws and regulations are applicable to similar business in the Cayman Islands.

1.16 Keeping Account and Debiting Charges

The Bank may from time to time make and debit the account(s) without prior notice with the Bank's usual charges which the Customer agrees to pay, and the amount of which charges are available at each Branch of the Bank on enquiry and which may also from time to time be available on the Bank's website. The Customer agrees that:

(a) the Bank open and maintain such account(s) subject to the regulations relating to the respective account(s) for the time being in force;

(b) In respect of any customized banking package or products or services provided by the Bank, the Customer will pay such service charge, maintain such minimum account balance and make such regular deposits as may from time to time be required for the Customized Banking Package, failing which the Bank is authorized, without prior notice, to debit any accounts in the Customer's name with the Bank's service charges.

The Customer must pay all fees, expenses and disbursements of the Bank, its lawyers, servants or agents of and in connection with the protection and enforcement from time to time of the Bank's rights, including all legal actions and proceedings (whether in excess of the costs awarded by a Court or not) resulting from any breach whether express or implied of any stipulation, condition, warranty, undertaking or term, whether contained in this or any other agreement between the Bank and the Customer now in force or made subsequently, including the Bank's costs in relation to the enforcement of the performance by the Customer of its obligations to the Bank, including but without limitation to recovery of indebtedness of the Customer to the Bank.

1.17 Data Privacy

Your privacy is important to us. Our Privacy Statement, a copy of which shall be shared with you at onboarding and which can be found on our website sets out the types of personal data we collect from you and your devices ("Data"), where we obtain Data, who we share it with and how we use your Data.

1.18 Revocation of Authority

Subject to clauses 1.21 and 1.24, these Terms and Conditions will continue in force until the person(s) specified by the Customer, in a form acceptable to the Bank, as having the authority to revoke the Bank's authority have expressly revoked it by notice in writing delivered to the Issuing Branch of the relevant account(s), or such other branch at which the account(s) may for the time being be kept, and it will not be revoked by the death of any of the Customers. After any such death, the signature of the survivor(s) may be accepted as a sufficient discharge for any balance on this account or any part of such balance.

1.19 Address Changes

The Customer will immediately notify the Bank in writing of any address changes and all notices mailed to the Customer's last known address will be effective as though received. Notification must be provided by the Customer using the methods or procedures stated by the Bank.

1.20 Written Information

The Bank will not be liable to the Customer in respect of any information alleged to have been provided orally by the Bank or its employees to the Customer or by the Customer to the Bank, unless such information is confirmed or recorded in a written or other permanent form.

1.21 Consent to Bank Initiated Contact

The Customer consents to the Bank, its agents Affiliates or any of them communicating with the Customer by e-mail, telephone, fax, post or other means of communication in relation to the account, any products or services they may wish to offer to the Customer, or for any other purpose the Bank, its agents or Affiliates may consider it appropriate to communicate with the Customer.

1.22 Variation in Terms

The Customer agrees that the Bank may vary the terms and conditions of these Terms and Conditions (and any special conditions applicable to the Customer's Account(s) or Customized Banking Package(s)) by way of written notice to the Customer communicated by any appropriate means/media, which may include posting on the Bank's website, or alternatively sending by mail, bearer, fax or electronic mail to the mailing address, fax number or e-mail address (as the case may be) of the Customer in the Bank's records as at the date such notice is sent. The variation will take effect 14 days after the date of the notice or on such later date as may be specified in the notice.

1.23 Indemnity and Release

In consideration of the Bank complying with these Terms and Conditions, the Customer hereby undertakes and agrees to indemnify the Bank against any loss, charge or expense which the Bank may suffer or sustain thereby and to absolve and hold the Bank harmless from all liability for loss or damage which the Customer may sustain, however caused, provided the Bank has not acted contrary to these Terms and Conditions.

1.24 Release and Indemnity Regarding Remittance Instructions

The Customer agrees that instructions as to the payment or transmission of remittances if made through the Bank are done at the Customer's risk and cost, and the Customer releases the Bank, its correspondents and agents and agrees to indemnify and hold them harmless from and against the consequences of any irregularity, delay, telegraphic error, omission, error or misinterpretation that may arise and from and against

any loss which may be incurred through the Bank's correspondents failing to properly identify the person named in the instructions or retaining the funds pending confirmation of the identity of the person, or of the instructions. The Customer further agrees to so release, indemnify and hold the Bank harmless in relation to any risks that may arise from exchange fluctuations.

1.25 Closure of Accounts

The Bank may at any time in its discretion and with immediate effect close any account of the Customer and discharge its entire liability with respect to that account by mailing to the Customer, at the address noted for the Customer in the Bank's records, the Bank's draft in the currency of the account without recourse to the Bank as drawer, payable to the order of the Customer (or if more than one to any of them) in the amount of the then credit balance in the account.

1.26 Governing Law and Jurisdiction

The obligations of the parties under these Terms and Conditions will be governed by the Laws of the Cayman Islands. The exclusive jurisdiction for any legal proceedings regarding or arising out of these Terms and Conditions or the operation of the Customer's account(s) will be the courts of the Cayman Islands.

1.27 Notices

Unless otherwise agreed by the parties in writing or otherwise required by these Terms and Conditions or by law, any notice must be in writing and (a) in the case of a notice to the Customer, be sent to the Customer's mailing address, fax number or e-mail address in the records of the Bank; and (b) in the case of a notice to the Bank, be delivered to the Issuing Branch of the Bank.

All communication to the Bank must be addressed to it or to an officer of the Bank in his official capacity (by quotation of his title) but may be marked for the attention of a particular officer by usage of his personal name. The Bank will accept no responsibility whatsoever for loss, damage, claims, actions, proceedings, costs, expenses, however arising, incurred by the Customer as a consequence of delay on the part of the Bank in opening or processing communications and directions which are addressed to any officer of the Bank personally.

1.28 Severability

The parties agree that:

(a) the provisions of these Terms and Conditions shall be severable in the event that for any reason whatever any of its provisions are invalid, void or otherwise unenforceable;

(b) such invalid, void or otherwise unenforceable provisions will be automatically replaced by other provisions which are as similar as possible to the replaced provisions but are valid and enforceable; and

(c) the remaining provisions will remain valid and enforceable to the fullest extent permitted by law.

1.29 No Waiver

No neglect, emission or forbearance on the part of the Bank to take advantage of or enforce any right arising out of any breach, non-observance, or non-performance of any covenants, conditions or stipulations in these Terms and Conditions or by law implied nor the giving of time to the Customer will be deemed to operate as a general waiver of such covenant, stipulation or condition or to the right to take advantage of it either original or recurring or will in any way affect or prejudice any of the rights of the Bank against the customer or any other person liable to the Bank.

1.30 No Tax Advice

NCB (Cayman) Limited, its directors, officers, employees and shareholders ("NCB") DO NOT PROVIDE TAX ADVICE to any customers. All customers are advised to seek professional advice from their country of birth and residence in relation to their obligation to report to various authorities, pay tax or other disclosure in relation to their accounts.

2. Customer Warranties and Undertakings

2.1 Undertaking Regarding Account Use

The Customer undertakes to use its accounts with the Bank solely for the Customer's own transactions, and to indemnify and hold the Bank harmless in respect of any losses or damage (whether due to fraud, wilful or negligent conduct) that may result if the Customer uses or permits the use of the Customer's accounts for the benefit or on behalf of third parties.

2.2 Solvency Warranty

The Customer, and the persons signing the Personal / Joint Relationship Form on its behalf, warrants that no winding up, bankruptcy or other insolvency proceedings have been instituted against the Customer, nor has a receiver or manager been appointed in respect of the Customer or any of its assets. The Customer and the signatories undertake to immediately advise the Bank in writing in the event that this warranty ceases at any time to be correct.

3. Conduct of Account

3.1 Uncleared Funds

Any credit entry made in any account of the Customer in respect of cheques received does not make the funds so credited available for withdrawal or payment until the proceeds of the cheque have actually cleared and been realised by the Bank. Further the Bank reserves the right to debit the account in reversal of the relevant credit entries if such cheques are returned unpaid, and to charge a fee for the reversal of the entry.

Where the Bank does effect payment of cheques and other instruments and permit withdrawals against uncleared effects, there will not in consequence of that or incidental to that be deemed to have been established a course of conduct between the Bank and the Customer for such payments and withdrawals and the Bank may, at any time in its absolute discretion and without notice, cease to effect payment of cheques and other instruments and to permit withdrawals against uncleared effects.

3.2 Dormant Account Classification

Any account of the Customer may be classified as dormant if there are no Customer generated transactions effected by the Customer for a continuous period as determined by Bank from time to time. The Bank has the right to debit charges applicable to dormant accounts. Once the account becomes dormant the Bank will have the right, but not the obligation, to suspend all transactions on the dormant account. A dormant account may be reactivated, if so permitted by law, subject to such procedures and charges as the Bank may have for reactivation from time to time. The Bank is obliged to notify the Customer of its procedures for reactivation, charges applicable to dormant accounts and periods after which accounts may be classified as dormant following a request by the Customer for such information.

3.3 Suspending Transactions

The Bank is entitled to suspend some or all transactions (including withdrawals) on the Customer's account(s) if:

(a) the Bank considers that such suspension would facilitate compliance by the Bank, or the Customer, with an order (by a court or any other authority) in relation to the Customer or the account(s) of which the Bank becomes aware (whether or not the order properly interpreted strictly requires such suspension);

(b) the Bank suspects that the account(s) has/have been, is being or may be used for any unlawful activity or any activity the Bank may consider to be improper (such activities include, but are not be limited to, money laundering and the financing of terrorist activities);

(c) the Bank considers such suspension to be necessary or appropriate having regard to directives or communication received from a Regulatory Authority; or

(d) the Bank otherwise considers such suspension to be in the best interest of the Bank and/or the Customer.

The Bank's liability for suspending transactions on the Customer's account(s), or for the consequences of doing so will be limited to the interest that would otherwise have been paid by the Bank to the Customer on the credit balances in the account. The Bank will not be liable to the Customer for suspending transactions on accounts with a zero balance or which are overdrawn.

3.4 Stop Payment Instructions

The Bank may, but is not obliged, to refuse to accept a stop payment instruction of any previously given payment instructions in the absence of a written instruction to stop payment signed by the persons authorized to give the Bank such an instruction. The Bank is entitled, but not obliged, to treat any oral instruction to stop payment as not binding on the Bank unless such instructions are immediately confirmed in writing and acknowledged by the Bank.

3.5 Instructions given by email, telephone, telex or fax

The Customer hereby agrees as follows in relation to email, telephone, telex or fax instructions to the Bank:

(a) The Bank may in its sole discretion act on instructions received from the Customer by way of email, telephone, telex or fax, but is not obliged to so act. The Bank may therefore, in its sole discretion, decline to act on or in accordance with the whole or any part of any instruction received by way of any of these methods for any reason, so however that the Bank will not be under any obligation to so decline in any case, and the Bank will in no event or circumstances be liable in any respect of the Bank either acting on or declining to act on such instruction.

(b) If at any time the Bank chooses to act on any instructions it receives via email, telephone, telex or fax, the Customer agrees that the Customer will not send the Bank any original or further copy of the same instruction by any other means, and the Customer understands and accepts that any such original or further copy of the same instruction may result in a duplication by the Bank of the carrying out of the instruction.

(c) The Customer voluntarily and with full knowledge takes and assumes any and all risks associated with the giving of instructions via email, telephone, telex or fax.

(d) Once such instructions have been sent to the Bank purportedly by the persons authorized to give the Bank instructions on behalf of the Customer, the Bank has no obligation to check or verify the authenticity or accuracy of such instructions purporting to have been sent by the Customer and may act on such instructions as if same had been duly given by the Customer.

(e) In acting on instructions received by email, telephone, telex or fax the Bank will be deemed to have acted properly and to have fully performed all obligations owed to the Customer, notwithstanding that such instructions may have been initiated, sent or otherwise communicated in error or fraudulently, and

the Customer will be bound by any such instructions on which the Bank may act if the Bank has acted in the belief that such instructions were given by or on behalf of the Customer.

(f) The Customer releases the Bank from liability for and indemnifies the Bank against all claims, losses, damages, costs and expenses howsoever arising in consequence of, or in any way related to, the Bank having acted in accordance with the whole or any part of any instructions received by way of email, telephone, telex or fax or having exercised (or failed to exercise) the discretion referred to in, paragraph (a) above, or any duplication that may arise as provided in paragraph (b) above.

3.6 Application of Payments to Account

Any payment or other credit to an account of the Customer may be applied to any debit on the account in such order as the Bank considers fit, or to the balance on the account.

4. Joint Accounts

4.1 Joint and Several Liability

The Customers declare themselves jointly and severally liable in respect of all transactions involving their accounts with the Bank, including but not being limited to any loan or other credit facilities or accommodation which will be granted on any account in their joint names, together with all interest, commissions and other banking charges and expenses incurred in connection with the accounts.

The Bank verifies the signature by comparing it with the specimen on file. The Bank will be entitled but not required to go beyond such verification. The Bank will not be liable for consequences of forgery unless such forgery should through observance of reasonable due diligence have been readily detected.

4.2 Effect of Joint Account Holder's Death

All money standing to the credit of a joint account and all interest on it will be the joint property of the Customers in whose name the joint account is held. In the event of the death of any one or more of the Customers the survivor(s) will have full control of all money then and subsequently standing to the credit of the Customers' account(s) and of all securities and articles deposited with the Bank in their joint names, and the Bank may pay or deliver to or to the order of the survivor(s) all money, securities, deeds, documents and other property (including security boxes and their contents) whatsoever standing to the credit or held by the Bank for any account in the Customers' joint names.

5. Accounts

5.1 Acceptance of Signatures

The Bank will be entitled to accept the signatures of the persons who will become entitled to sign in respect of the account(s), and who are notified to the Bank as signatories, as a sufficient discharge and receipt for all money withdrawn from the account(s) without any signature in consent of the other(s).

5.2 Co-operation Against Fraud etc.

The Customer must take such steps as are reasonable to avoid fraud, forgery and other illegal activities from taking place in respect of the Customer's accounts, including the issuing and negotiating of cheques and other bills of exchange. These steps include, but are not be limited to, providing such information and instituting such measures as the Bank requests for the prevention of such activities involving accounts kept with the Bank. If the Customer fails to take such reasonable steps, the Customer takes the full risk associated with any fraud, forgery or other illegal activity in respect of the Customer's accounts, and releases, indemnifies and holds the Bank harmless in respect of any damages or losses arising therefrom.

5.3 Account Features and Brochures

At the time of opening each account, the Bank may supply the Customer with a brochure detailing further conditions and features applicable to that account. Those conditions and features will form a part of the conditions on which that account is held with the Bank, and will be subject to change by the Bank from time to time in the manner in which these Terms and Conditions may be varied as provided in clause 1.21.

6. Term Deposits

6.1 Certificate of Deposit

Where the Bank accepts from the Customer sums on deposit for a fixed period, the Bank may issue to the Customer a certificate evidencing that deposit or a deposit advice with details of the deposit. If a certificate of deposit is issued, the Bank may (but is not obliged to) require that the certificate be produced to the Bank before accepting any instruction regarding such deposit, including any instruction as to the return of any funds so deposited.

FOR THE PROTECTION OF DEPOSITORS, THE THEFT OR LOSS OF A CERTIFICATE MUST BE REPORTED, WITHOUT DELAY, TO THE BANK.

6.2 Premature Closure

Fixed deposit accounts may be closed prior to their maturity dates only at the discretion of the Bank and the Bank reserves the right to require fifteen (15) days' notice of such closure. In the event of such premature closure, interest may be paid at the rate applicable on the date of deposit for the period for which the deposit has remained with the Bank less a charge for premature closure and the adjustment rate for replacing the deposit at the rate of interest obtaining at the date of premature closure.

6.3 Renewal

Where by the maturity date no written instructions are received by the Bank as to what should be done with the proceeds of deposit, those proceeds will be reinvested at such interest rate and for such period as the Bank in its sole discretion determines to be applicable. The proceeds of deposit are the amount deposited together with interest earned thereon net of Bank charges.

6.4 Advice

On maturity of each deposit, the Bank will issue an advice in respect of the deposit, which will specify the amount deposited and the interest earned up to the maturity date. Clause 1.8 of these Terms and Conditions will apply to such advices as though that clause referred to an advice instead of a statement of account.

7. Savings Account Conditions

7.1 Interest on Deposit Accounts

The Bank offers various types of deposit accounts, some of which attract interest. Accordingly, the Customer undertakes to consult with the Bank's website or, during normal banking hours, with the Bank, to confirm the interest and other product features of the Customer's accounts, which information to be binding on the Bank must be provided in written form. Where interest is paid, it is understood that any interest rate, minimum monthly balance required and intervals at which interest is paid are to be determined from time to time by the Bank in its sole discretion and without notice of amendment. For accounts requiring a minimum monthly balance, the Bank may decline to pay interest and/or may debit the Customer's accounts with a charge where the minimum monthly balance is not maintained.

7.2 Withdrawals

All withdrawals will be payable in the currency of the Cayman Islands or, when available, appropriate foreign currency or by manager's (bank) cheque or draft or telephone payment order on the Bank's appropriate correspondent, all at the option of the Bank.

The Bank reserves the right to require seven (7) days' notice of withdrawal of the whole or part of the Customer's balance.

Where payment orders/requests by the Customer exceed the balance of credit available to it, the Bank may, at its discretion and without regard for the date of the orders or their receipt, refrain from carrying out part or all of the orders/requests.

Withdrawals of deposits, and the interest on them, may be made by a depositor personally or by written order, if the signature thereto accords with the specimen signature held by the Bank (and the signing arrangements specified in the mandate held by the Bank), or by power of attorney duly authenticated. Withdrawals by cheque are not permitted by the Bank.

Accounts closed within six months of being opened will be subject to a charge at the discretion of the Bank.

8. Custodial Services

8.1 Customer's securities will be held in safekeeping and administered with the same care, as the Bank's securities, subject to payment of safe-custody fees.

Securities acquired or delivered abroad, may, at the Bank's discretion be held at foreign correspondents considered in good standing except when the Customer has given specific instructions to the contrary. All securities deposited in the name of the Bank but held for account of the Customer at a foreign depository, will be held at the Customer's risk. The Customer assumes all fiscal risk and risk of other (domestic and foreign) government measures, especially transfer restrictions associated with the provision of this service.

At the end of each calendar year the Bank will furnish to the owners of security deposits, a list of the securities entrusted to it. The Bank will watch for redemptions, payments, subscription rights and presentation of coupons pertaining to securities deposited with it; however, insofar as this concerns foreign securities not quoted in the Cayman Islands but held in the Cayman Islands at the Customer's instructions the Bank hereby declines all liability. Claims for tax refunds will only be made on specific instructions from the Customer.

9. Foreign Currency Accounts

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

10. Letters of Credit

The general rules and customary processes of the International Chamber of Commerce will apply to all commercial letters of credit transactions and collections of commercial instruments, , subject to different local practices, provided that the general rules and usages of the International Chamber of Commerce will apply with the necessary changes to transactions involving commercial documents.

11. Miscellaneous Provisions

(a) The Bank may at any time in its absolute discretion permit the Customer to avail itself of banking facilities, services, time or any one or more of them without express arrangements for the same being in place. If it does so there will not in consequence be deemed to have been established a course of conduct between the Bank and the Customer for the transaction of such banking business or businesses and the Bank may, at any time in its absolute discretion and without prior notices, determine any or all of the facilities, services or time for the provision of which express agreement is not in full force and effect.

(b) Collections of drafts and similar negotiable instruments payable at secondary banking places as well as of drafts and similar negotiable instruments with short maturities will be handled without liability on the part of the Bank for timely presentation or protest. Obtaining of acceptances of the Customer will be handled by the Bank without liability even when commissions and expenses are being charged for them.

(c) For stock exchange orders the applicable local rules will apply. For end of account or term transactions of the Customers, the Bank will be responsible only if instructions have been received prior to the opening of the exchange of the settling day and where the contract is to be taken up, only if sufficient coverage is available.

(d) Extension of credit may be revoked at any time by the Bank, and claims including current account claims are due at any time, subject to specific arrangements to the contrary.

(e) The Bank is entitled at its discretion either to debit the Customer with drafts endorsed and made payable to the Bank in the course of business and subsequently not met, or to present such draft plus interest, commission and disbursements to any acceptor regardless of any existing account arrangements.

(f) The Bank has a lien on all securities, domestic and foreign currencies, gold bars, claims and other assets including all related revenues and subscription rights. which the Bank may hold now or in the future for account of the Customer or may be holding or administering elsewhere. Securities other than bearer shares are hereby assigned to the Bank by way of pledge. The Customer undertakes to comply with all formalities which the Bank may deem necessary to establish and to enforce the lien or pledge immediately upon demand. Insofar as life insurance policies are pledged, the Customer undertakes to make regular and timely payments of premiums. It consents to the Bank making these payments on his behalf for his account and to notification of the insurance company of its assignment.

The lien serves to secure all claims which the Bank may have now or may have in the future, on whatever legal grounds these may be based and applies both to the principal of these claims, as well as to the applicable interest, commissions, expenses, etc.,

(g) The Bank is entitled to demand coverage or increased coverage, whenever in the opinion of the Bank the margin or the ratio of margin is no longer present in the desirable proportion. This also applies to “futures” transactions. It will be considered also as reduction in value if, as a result of governmental blocking of securities or other governmental actions there are material difficulties in the realisation or transfer of the proceeds. In cases where such request is not met within the prescribed time limit, the entire claim will become due. As to the giving of notice, realisation and collection of pledged securities, receivables, etc. the Bank is authorised but not obliged to do so. The Bank will be entitled in case of pledging of receivables to notify the third party debtor.

(h) Where the Customer does not comply with the requirement of providing coverage or additional coverage or repayment of the debt on maturity or in the fulfillment of required formalities within the prescribed limit, the Bank will have the right, without further formalities at its discretion and without liability, to sell privately the pledged assets, to the extent required in order to liquidate its claims, either immediately or later even before the due dates, and where necessary to cover short positions through repurchases.

The Customer hereby agrees to the operation of its account in accordance with these Terms and Conditions and expressly consents to the use and disclosure of its personal data as provided in the Privacy Statement located on the Bank's website, as may be updated from time to time.

Customer Name _____ Date _____

Customer Name _____ Date _____

Customer Name _____ Date _____

Privacy Statement (Last revised August 2024)

At Clarien Bank & Investments Limited ("Clarien", "we", "us" or "our"), we are committed to protecting your privacy and safeguarding your personal, business and financial information.

The purpose of this Privacy Statement is to inform you about the types of Personal Information, as defined below, that we process. It explains how we use and disclose that information, the choices you have regarding such use and disclosure, and how you may correct that information.

This Privacy Statement is designed to meet the standards prescribed by Cayman Islands Data Protection Act ("DPA") and best practice.

From time to time, we may make changes to this Privacy Statement. The Privacy Statement is current as of the "last revised" date which appears at the top of this page. We will treat Personal Information in a manner consistent with our Privacy Statement, unless we have your consent to treat it differently. This Privacy Statement applies to any information we collect or receive about you, from any source.

The Statement covers the following:

1. What is Personal Information?
2. How do we collect your Personal Information?
3. Where do we store your Personal Information?
4. How do we use your Personal Information?
5. To whom do we provide your Personal Information?
6. When and how do we obtain your consent?
7. How do we ensure the privacy of your Personal Information when dealing with our affiliates and other third parties?
8. How long will we use, disclose or retain your Personal Information?
9. How can you access your Personal Information that we have collected, utilized or disclosed?
10. How do you know that the Personal Information we have on you is accurate?
11. What if the Personal Information we have on you is inaccurate?
12. How fast will we respond to your written requests?
13. Are there any costs to you for requesting information about your Personal Information or our Privacy Policy or practices?
14. How do we verify your identity when you request access to your Personal Information?
15. What safeguards have we implemented to protect your Personal Information?
16. How can you withdraw your consent to our processing of your Personal Information?
17. How do you contact us regarding access to your Personal Information or our Privacy Statement and practices?

1. What is Personal Information?

"Personal Information" is any information relating to an identified or identifiable natural person; an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, mental, economic, cultural or social identity of that natural person. This information

may include, but is not limited to, your mailing address, telephone number, email address, Internet Protocol ("IP") address, age, gender, marital status, health information, financial status, credit card information and credit history.

We collect the following types of Personal Information:

Contact – information that allows us to communicate with or contact you (e.g., address, telephone number, e-mail, social media account name and fax number).

Identity – information that allows us to identify you or to meet tax, anti-money laundering and other "know your client" legal and regulatory obligations (e.g., name, national identification number, date of birth, occupation, government-issued identification and country of tax residency).

Financial – information that allows us to determine creditworthiness or eligibility for or appropriateness of products or services (e.g., employment and financial history with others, income, net worth, credit reports, investment knowledge and objectives, and details of security provided for loans).

Transactional – information about how you use different products or services or otherwise do business with us (e.g., purchase and payment history).

Relationship – information that helps us to understand more about you including how you like to do business and what types of products, services or offers you may like (e.g., communication preferences, location, demographics and interests).

Another Individual – information we request, or that you provide, about an individual other than yourself (e.g., information about beneficiaries under an insurance product, an authorized user of your account, and contact information of someone you believe may be interested in a Clarien product or service). If you provide us with information about another individual, we will assume you have the authority to provide this information and to consent to its collection, use or sharing for the purposes set out in this Privacy Statement.

2. How do we collect your Personal Information?

We will always collect your Personal Information by fair and lawful means (for example, when you engage us to provide services, use our website or speak to an Clarien representative). We collect Personal Information directly from you (e.g., applications for or use of our products or services, communications with us, and user-generated content on our social media websites such as photographs or comments you post), or indirectly from third party sources as otherwise permitted by applicable law.

From time to time, you may voluntarily provide us with unsolicited Personal information (e.g. by providing information through our websites). If you provide such information for any reason, you consent to us using that information in the ways described in this Privacy Statement or as described at the point where you choose to disclose this information.

When providing us with unsolicited information, we ask that you do not provide any sensitive information (e.g. Personal Information revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, trade union membership, genetic or biometric data, health information) unless you provide us with explicit consent to collect this information from you.

We may also collect information from other sources such as credit bureaux, references you have provided, program partners, government or financial institutions or from public sources such as telephone directories, newspapers, internet sites, commercially available marketing lists or government agencies and registries or public records.

We may monitor or record communications between you and our representatives (e.g., telephone calls) in order to enhance and maintain client service quality, to protect you and us, to confirm our discussions with you or for training purposes. We use surveillance, including videotaping, in and around our branches,

ABMs and other locations for the safety of our clients, employees and others, to protect against illegal activity, such as theft, vandalism and fraud, or to enhance and maintain client service quality.

With respect to our websites, we may use cookies, log files and web beacons to collect information regarding the use of the websites. Generally, this information is non- identifiable and would likely not be considered Personal Information.

Cookies: Cookies are small text files placed on your hard drive that assist us in providing a more customized website experience. For example, a cookie can be used to store registration information in an area of the site so that a user does not need to re-enter it on subsequent visits to that area. It is our policy to use cookies to make navigation of our websites easier for visitors and to facilitate efficient registration procedures. If you are concerned about cookies, most browsers permit individuals to decline cookies. In most cases, a visitor may refuse a cookie and still fully navigate our websites.

Log files: In order to properly manage our websites, we may anonymously log information on our operational systems, and identify categories of visitors by items such as domains and browser types. These statistics are reported in the aggregate to our webmasters and are generally non-identifiable.

Web beacons: To gather visitor statistics and manage cookies, we use electronic images called a "single-pixel GIF" or "web beacon." Web beacons allow our third-party tracking tools, to gather information such as the IP address of your computer, the time the material was viewed, and the type of Internet browser used to access the page. If you are concerned about the use of Web beacons you can turn off your browsers' cookies. This action will prevent Web beacons from tracking your specific activity; however, the Web beacon may still record a visit from your IP address.

3. Where do we store your Personal Information?

Personal Information provided to us by our clients is primarily stored on servers maintained by Clarien Bank & Investments Limited in the Cayman Island. Except where restricted by contractual arrangements or legal requirements applicable to specific clients, we may also leverage the services of select third party service providers. Personal Information that is "in the cloud" may be stored on multiple servers in a number of locations around the world including the USA, Canada and Europe. Clarien has taken appropriate steps for the protection of Personal Information handled by our service providers. Information transmitted to other countries may be subject to the laws and lawful disclosure requirements of the jurisdiction(s) where the information is stored. Personal Information may be stored and processed in any country where we have affiliates or service providers. By using our products or services, you consent to the transfer of information to countries outside of the Cayman Islands which may provide for different data protection rules.

4. How do we use your Personal Information?

We generally use your Personal Information for the following purposes (the "Purposes"):

- to establish your identity and determine your eligibility for products or services;
- to help to ensure that the advice, products or services offered to or purchased by you are appropriate for you;
- to provide you with our services;
- to process and deliver products that you have requested from us;
- to invoice and collect payment for services and products provided by us to you;
- to develop and maintain our relationship with you and communicate with you;
- to meet tax or legal and regulatory obligations;
- to administer referral arrangements;
- to register you for events and meetings;

- to register you for, and facilitate your participation in, certain areas of our website, including any online services, discussion or message forums;
- to research, develop, manage, protect and improve our services;
- to assist us with improving our operational efficiency, marketing campaigns and customer service efforts through the use of data analytics;
- to review and analyze your applications, transactions and other information to understand who you are, your financial needs and activities, and what products, services, and promotions may be of interest to you, including targeting promotions based on information that we have collected;
- to gather your opinion and feedback through surveys; to send information to you which we think may be of interest to you, such as, without limitation, market research updates;
- to share with other financial institutions, including correspondent or intermediary banks with which we do business;
- in anonymised form as part of statistics or other aggregated data shared with third parties;
- to enroll you in our contests or promotional programs; and,
- to advise you about new products and services that may be of interest to you. (Please note, you can choose not to receive any electronic marketing communications from us by clicking the "opt out" function contained in those electronic communications. You may choose not to receive any direct mail from us by contacting us as indicated in the "Contact Us" section below; and such other uses as may be permitted or required by applicable law).

We identify the purposes for which we use your Personal Information at the time we collect such information from you, and obtain your informed, freely given and unambiguous consent prior to each specific use. When you provide us with consent to use your Personal Information, your consent covers all processing activities carried out for the same purpose or purposes. When the use of your Personal Information has multiple purposes, we will seek your consent for each separate purpose for which the Personal Information will be used.

We do not use solely automated decision-making to process your Personal Information in order to make decisions about you which have legal or similarly significant effects on you. If we intend to do so, we will inform you what information we will use to make solely automated decisions, where we get this information from and you will have the right to require us to reconsider the decision or make a new decision on a different (non-automated) basis.

5. To whom do we provide your Personal Information?

We identify to whom, and for what purposes, we disclose your Personal Information at the time we collect such information from you and obtain your consent to such disclosure.

For example, we may transfer your Personal Information to third party service providers with whom we have a contractual agreement that includes appropriate privacy standards, where such third parties are assisting us with the Purposes – such as service providers that provide data storage or processing.

Generally, we will only make disclosures of Personal Information to such persons for which you provide your consent. Notwithstanding the foregoing, we may also make disclosures of Personal Information to a potential acquirer in connection with a transaction involving the sale of some or all of the business of Clarien or as otherwise permitted or required by law, in which case the use of your Personal Information by the new entity would continue to be limited by applicable law. Some of the specific ways we share your information within the NCB Group or with third parties include:

Program Partners – We share information with our program partners to help determine your eligibility for an NCB partner program. If you participate in an NCB partner program, we also share information in order to administer, develop, manage and promote the NCB partner program including accrual of points or rewards, reporting on and analyzing the program's performance, developing new benefits, products or services, and conducting market research. If you withdraw your consent to this sharing we may not be able to provide you with the product or service (e.g., where the program is an automatic benefit of the product like a credit card with a rewards program).

Joint Accounts or Representatives – Where you hold a product or service jointly with another person (e.g., joint accounts) or where someone is authorized to use or access your product or service (e.g., authorized user on a credit card), or where liability is shared with others (e.g., someone has provided a guarantee or indemnity for your obligations), we may share your information with them (or their representative) in connection with the product or service. Where someone is acting as a representative or we reasonably believe is acting with proper authorization (e.g., legal guardian, a person having power of attorney, estate representative, a lawyer, an accountant, and, for minor children, a parent or guardian) we may share information with and take instructions from them.

Protect You – Where you might be a victim of fraud, financial abuse, or other illegal activity or where we have reasonable grounds to believe your interests can best be served by taking action, we may share information with the appropriate legal or governmental authorities, your next of kin or any other appropriate person. In these circumstances, we will only share information we believe is reasonably necessary to protect your interests.

Protect Us – We share information to protect our rights or interests. For example, where we are involved in judicial, administrative or regulatory proceedings, or other similar processes including enforcing our rights (e.g., to collect on a debt) or, in order to comply with any legal and regulatory obligations including any subpoena, warrant, or any judicial, administrative orders or demands.

Legal or Regulatory obligations – Pursuant to Information Exchange Agreements and certain legislative enactments, Clarien is obliged to disclose information on account holders and account signatories without any obligation to inform account holders and account signatories. Each account holder and account signatory is advised to obtain professional advice from their country of birth and residence in relation to possible requests which could be made of us.

Further, we are required to give "**confidential information**" as defined in the Confidential Relationships (Preservation) Law concerning the Customer's account and the Customer's business and financial affairs in response to complying request which appears to us to be bona fide.

In addition, we may send Personal Information outside of the country for the purposes set out above, including for process and storage by service providers in connection with such purposes. These service providers will be required to have equal, adequate protection in line with Cayman Data Protection Act requirements.

To the extent that any Personal Information is stored out of the Cayman Islands, it is subject to the laws of the country in which it is held, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

There are several places throughout our websites that may link to other 3rd party websites that do not operate under this Privacy Statement. When you link to other websites, our privacy practices no longer apply. For this reason, we encourage visitors to review each site's privacy policy before disclosing any Personal Information.

6. When and how do we obtain your consent?

We generally obtain your consent prior to collecting, and in any case, prior to using or disclosing your Personal Information for any purpose. You may provide your express consent to us either orally, electronically or in

writing. You may also consent to our collection, use and disclosure of Personal Information by voluntarily providing us with Personal Information through a clear, affirmative action (e.g. by submitting an information request, participating in a survey, etc.). We may also rely on your implied consent to the collection, use and disclosure of your Personal Information where implied consent is permitted under applicable law.

We will not, as a condition of the supply of our services or products, require you to consent to the collection, use, disclosure or protection of information beyond that which is required to fulfill the specified and legitimate purposes for which the information is being collected.

With respect to our websites, should visitors subsequently choose to unsubscribe from mailing lists or any registrations, visitors may send us an email using the "Contact Us" page on our website.

7. How do we ensure the privacy of your Personal Information when dealing with our affiliates and other third parties?

We ensure that all affiliates and other third parties, which are retained to perform services on our behalf and are therefore provided with Personal Information are contractually required to observe the intent of this Privacy Statement and our privacy and data security policies and practices. When providing information to affiliates and/or third parties, we comply with the requirements of the Cayman Data Protection Act.

8. How long will we use, disclose or retain your Personal Information?

The length of time we keep your information will vary depending on the product or service and the type of the information. We keep your information for as long as we reasonably need it for customer service, legal requirements or reasonable business purposes. For these reasons, we keep your information beyond the end of your relationship with us. When your information is no longer required, we securely destroy it or delete personally identifiable information.

9. How can you access your Personal Information that we have collected, utilized or disclosed?

If you make a written request to review any Personal Information about you that we have collected, utilized or disclosed, we will provide you with any such Personal Information as permitted or required by law. We will make such Personal Information available to you in a form that is generally understandable and will explain any abbreviations or codes. To submit a written access request use the Data Subject Access Request Form located on our website.

10. How do you know that the Personal Information we have on you is accurate?

We will ensure that your Personal Information is kept as accurate, complete and up-to-date as possible. We may request, from time to time, that you supply us with written updates to your Personal Information, as required. If you want to update or correct any Personal Information we hold about you, you should contact the branch or office where your account is held or talk to your Clarien representative or call any of our numbers on our "Contact Us" page.

11. What if the Personal Information we have on you is inaccurate?

If you tell us that we have information about you that is obsolete or incorrect, we will update our records as necessary. When appropriate, we will correct any of your information which we may have given to a third party.

12. How fast will we respond to your written requests?

Unless we advise you to the contrary, we will respond to each of your written requests not later than one month after receipt of such requests. We will advise you in writing if we cannot meet your requests within this time limit.

13. Are there any costs to you for requesting information about your Personal Information or our Privacy Policy or practices?

In many circumstances we will be able to provide you with the requested information free of charge. However, in certain exceptional circumstances we may lawfully charge a fee covering the cost of providing the requested data and information or we may even lawfully refuse to act on the request. If a fee is payable, then we will generally need to receive it before we can disclose the requested information. However, we will not charge any costs for you to access your Personal Information in our records or to access our Privacy Statement or practices without first providing you with an estimate of the approximate costs (if applicable). You may withdraw your requests for access to information by notifying us within the notice period disclosed on the estimate.

14. How do we verify your identity when you request access to your Personal Information?

We may request that you provide sufficient identification to permit access to the existence, use or disclosure of your Personal Information. Any such identifying information shall be used only for this purpose.

15. What safeguards have we implemented to protect your Personal Information?

We have implemented physical, organizational, contractual and technological security measures to protect your Personal Information from loss or theft, unauthorized access, disclosure, copying, use or modification. The only employees who are granted access to your Personal Information are those with a business 'need-to-know' or whose duties reasonably require such information. All our employees are subject to strict confidentiality and non-disclosure obligations.

16. How can you withdraw your consent to our processing of your Personal Information?

Subject to legal, business or contractual requirements, you can withdraw your consent to our collection, use or sharing of your information at any time upon giving us reasonable notice. However, withdrawing your consent may limit or prevent us from providing you with, or being able to continue to provide you with, specific products or services. Please note that if you request us to delete your information we may be unable to do so as we may need to retain your information for legal or regulatory purposes including defence of legal claims or performance of a contract to which you are a party.

17. How do you contact us regarding access to your Personal Information or our Privacy Policy and practices?

For all comments, questions, concerns or complaints regarding your Personal Information or our Privacy Statement, contact us using the details below:

Contact us:

Clarien Bank & Investments Limited
Phase II, Cricket Square, 171 Elgin Avenue, P.O. Box 31120, Grand Cayman, KY1-1205, Cayman Islands, W.I.

Tel: (345) 949 8002. Fax: (345) 949 4006

Email: ncbcaymaninfo@jncb.com

Data Protection Coordinator - dataprotectioncayman@jncb.com

You also have the right to make a complaint to the office of the Cayman Islands Ombudsman at https://ombudsman.ky/data-protection/public in the event that you are not satisfied without our handling of your Personal Information.