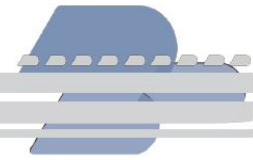


GENERAL TERMS AND CONDITIONS

1. Transactions between BOI BANK CORPORATION, incorporated and existing under the laws of Antigua & Barbuda, domiciled in Village Walk Commercial Center Suite 206 Friars Hill Road, St John's City 1th Floor, Antigua & Barbuda, P.O. Box W1121 (hereinafter referred to as the "Bank") and its "Customers" shall be subject to these General Terms and Conditions, insofar as there has been no deviation from them in the separate terms and conditions that apply to specific services rendered by the Bank.
2. Antigua & Barbuda's law, to the exclusion of any other, shall apply exclusively to the relationships between the Customer and the Bank and to the General Terms and Conditions of the Bank.
3. The Bank shall act in accordance with the laws, regulations and provisions in force in Antigua & Barbuda and in accordance with the internal policies and procedures in force at the time of each transaction ensuing from its relationships with its Customers.
4. The Customer is obliged to give the Bank written notice of the address to which all documents intended for him are to be sent. This address remains valid with the Bank as long as the Bank has not received a written notification from the Customer stating another address.
5. With regard to accounts opened in the name of two or more persons, all actions performed by one or the other with regard to those accounts shall be binding upon all persons in whose name the account has been opened, and all shall be jointly and severally liable for the whole towards the Bank, unless and insofar as specifically agreed upon otherwise with the Bank in writing.
6. Unless the Bank has been able to take notice of a written communication addressed to the Bank for that purpose, no changes in the power of disposition of the Customer nor of those who represent the Customer in relation to the Bank, nor any amendments, revocations or repeal, lapse, cancellation or extinction in any other way of powers and competences, can be invoked against the Bank, even if publication thereof has taken place. Entries or modifications in the Commercial Register, in the Register of Community of Property or in any other public register or other publications or amendments therein cannot be relied upon in relation to the Bank. Retired partners (or former partners in case of dissolution) of commercial, civil, general or limited partnerships continue to be jointly and severally liable towards the Bank for whatever the Bank has to claim from the Customer, whether or not the claim is due and payable and whether or not the claim has been made up to the moment that the Bank has been notified in writing of the retirement or withdrawal (dissolution).
7. The Customer must see to it that written instructions and communications to the Bank are clear and that they contain the correct data. The Bank guarantees the correct execution of instructions given by the Customer within a reasonable period of time. Without prejudice to the foregoing, the Bank retains the right not to execute any instructions that it receives which appears to be unclear, before having received a confirmation or a clarification thereof. The Bank is free in choosing the means of communication to be used. Any transfer to or by the Bank from or to the Customer or third parties by order of the Customer will take place at the expense and risk of the Customer. Unless the Customer desires a particular means of communication or a particular manner of transfer, the choice thereof will be at the Bank's discretion. For the dispatch of money and securities by the Bank, the Bank will take care of the insurance of that risk at the Customer's expense. The Bank is



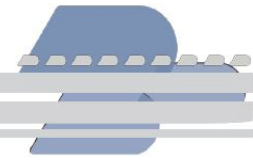
not liable for any possible consequential loss sustained by the Customer as a consequence of not receiving money and/or securities or not receiving such on time.

8. In deviation of the foregoing paragraph, if the Customer has informed the Bank in writing that it wishes to provide its instructions to the Bank by fax and/or if the Customer actually provides instructions to the Bank by fax, the provisions of this paragraph apply. The Customer may give the Bank instructions by fax regarding payments and transfer of funds, placements, renewals or cancellations of time deposits, purchase and sale of securities, and such other instructions as the Customer in its capacity of accountholder or due representative of accountholder is authorized to provide to the Bank. In case the Customer has authorized a proxy holder with power of signature to execute certain instructions in respect of its accounts, such proxy holder would also be authorized to send fax instructions to the Bank and the Bank may execute the fax instructions provided by such proxy holder. The Customer bears the risk of receipt of fax instructions by the Bank. The Bank cannot be held liable for fax instructions that have not been received by it. The records and files of the Bank shall form binding proof of receipt by the Bank. The Bank will execute instructions received by fax in accordance with its regular business practice. The Bank shall have no obligation to verify or investigate the accuracy or validity of an instruction transmitted by fax. As a precaution, the Bank may in cases of doubt, such at the absolute discretion of the Bank, refuse to execute such instructions or any part thereof. In such event, the Bank shall not incur any responsibility or liability for those instructions. The Bank shall in any case not be responsible for any loss or damage of the Customer or a third party connected to the use of fax as means of providing instructions to the Bank.

9. The Customer indemnifies the Bank against all action, claims, demands made against the Bank by third parties and all losses, damages and expenses whatsoever, which the Bank may incur or sustain or for which the Bank may become liable and for any loss or damage caused by any delay of the execution of the instruction of the Customer and/ or its proxy holder or the refusal to execute the instructions of the Customer and/or its proxy holder.

10. In the execution of investment instructions of the Customer, the Bank is authorized to avail itself of third party intermediaries or custodians and also to have securities and other negotiable instruments of the Customer held by or deposited with third parties in the name of the Bank on behalf of the Customer, if the proper execution of the instructions of or agreements with the Customer should require such. In these instances, the liability of the Bank will be that of the mandatory, who is authorized to substitute another party for himself. Furthermore, the Bank is authorized to provide these third parties with cover, if these third parties desire such in connection with the execution of the instruction. If so requested, the Bank will inform the Customer of the name of the third parties which it engages. Should the Customer, either at the time of giving the instructions or at a later date, give preference to other third parties than those which the Bank wishes to engage, or has already engaged, the Bank will, if reasonably possible, act upon such preference. Engaging third parties, lodging negotiable instruments with third parties and providing third parties with cover, shall be at the expense and risk of the Customer. When choosing those third parties, the Bank will observe the necessary prudence.

11. The Bank is authorized to avail itself from third parties such as: intermediaries, correspondent banks, regulatory authorities, Internal Revenue Services (IRS) of the United States of America in order to comply with FATCA, service providers, external auditors, related parties, custodians, among others; and also to and share confidential information on Customers with such third parties



for the daily operation and course of business of the Bank. When choosing third parties, the Bank will observe the necessary prudence. The release of Confidential Information to third parties involved in the course of business of the Bank shall not be deemed to be a breach of Bank Secrecy and confidentiality obligations.

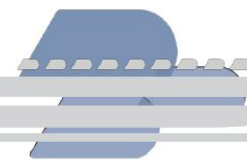
12. The Bank may provide cheques or other negotiable instruments to the Customer. The Customer shall indemnify the Bank against all losses, costs and liabilities incurred by the Bank which may arise in connection with the dishonor, misuse, loss, theft, or fraud of any cheque or other negotiable instrument. The Customer shall notify the Bank as soon as possible of the loss or theft of any cheque or other negotiable instrument and shall destroy or return to the Bank any unused cheques or other negotiable instruments and related materials upon the closure of any accounts.

13. Unless the Customer has expressed in writing to have no such wish, the negotiable instruments held in the name of the Bank on behalf of the Customer by third parties shall form part of the negotiable instruments in the aggregate lodged in the name of the Bank on the general accounts and deposits with said third parties. For the performance of its obligation to surrender said negotiable instruments to the Customer, the Bank will at all times be entitled to confine itself to instructing said third parties to place said negotiable instruments at the Customer's disposal or to assign to the Customer its own rights in question in respect of said third parties.

14. If the relevant account does not contain sufficient available funds or if the limit of any overdraft facility made available by the Bank to the Customer is insufficient or if a legal attachment or collateral has been effected, or any comparable event occurs, the Bank is not obliged to execute or process any payment order given by the Customer.

15. All costs incurred by the Bank, resulting from the relationship with the Customer, including those incurred for legal counsel, and also extra judicial collection costs, will be at the Customer's expense, within the limits of reasonableness, except if, in proceedings between the Bank and the Customer in the event of a final court decision or final arbitral award, the Bank has been ordered to pay the costs. The Customer, therefore, authorizes the Bank hereby to debit any random account related to the Customer for all costs resulting from the relationship between the Customer and the Bank. The interest percentage and all costs resulting for the Bank from the relationship with the Customer can be amended from time to time by the Bank without prior notification to the Customer.

16. In the event the Bank has made a mistake or committed an error either in a statement or in the execution of an order or instruction, the Bank and the Customer shall, upon the establishment thereof, both be in duty bound to inform the Customer and the Bank, respectively, thereof and to cooperate in the correction of such a mistake or in the reparation of such an error. If, within two (2) months from the date on which the Customer may be reasonably deemed to have received forms of acknowledgement, statements of account, lists of securities, notes, bank statements, notice of change in stocks and other negotiable instruments or other statements of the Bank sent to him, the Customer fails to contest in writing, they shall be deemed to have been approved by him, without prejudice to the Customer's right to prove, also after the expiration of said two (2) months' period, that a clear instruction given by him in writing has not been (correctly) executed, or that negotiable instruments received by the Bank on behalf of the Customer, have not been accounted for, all this, however, only, if the Customer also shows that he was not reasonably in a position to notify the Bank within said two (2) months period of its failure to execute the instruction or to execute it correctly.



17. With respect to the Customer, the books and accounts of the Bank, as they appear from an abstract from the books signed or stamped by it, shall serve as complete proof, as long as the Customer has not proved such to be incorrect.

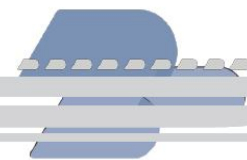
18. The Bank may require the Customer to use for all his activities and transactions with the Bank the forms, data carriers and means of communication that have been established and approved by the Bank given for that purpose and in accordance with the instructions given by the Bank. The Customer shall preserve the forms, data carriers and means of communication handed or sent to him by the Bank with great care. The Customer is obliged to immediately inform the Bank in writing, after notifying any irregularity. If the Bank has proceeded to executing an instruction on the basis of forms, data carriers and means of communication that have been lost, stolen, unlawfully used, falsified or falsely drawn up, without having received the abovementioned notification in advance, all consequences of the execution by the Bank of such form or data carrier will be for the expense and risk of the Customer. The Customer is obliged to return any unused forms, data carriers and means of communication to the Bank as soon as possible, after closing of the relevant account or termination of the relationship.

19. The Bank does not accept any responsibility or liability for damage resulting directly or indirectly from acts of God (force majeure), including at any rate governmental orders and measures, international conflicts, violent, terrorist or other armed actions, labor disturbances, also among its own staff and employees, power failures or other failures in communication connections or equipment or software of the Bank or third parties, interruptions of or disturbances in companies whose services the Bank makes use of, measures of supervisory authorities, lock-outs and boycotts. If a circumstance, as referred to in the previous sentence, occurs, the Bank will take those measures that can be reasonably required of it, in order to limit adverse consequences for the Customer resulting from such.

20. The Bank is authorized to credit, alternatively debit, the Customer's account for the current interest at such times as will be convenient to it, provided this is done at least once a year. The interest rate due by or to the Customer is determined by the Bank and can be amended from time to time by the Bank. The Bank determines the manner in which the interest is calculated and will, if requested, inform the Customer hereof.

21. Each credit entry is effected subject to the provision that, in the event the Bank is to receive any countervalue against such, from or for the Customer, said countervalue comes timely and properly into its possession, failing which, the Bank will be authorized to reverse the entry. This reversing of entry shall, in the event the Customer has been credited in a foreign currency account with respect to instruments in foreign currency which remain unpaid or with respect to other instruments that, in respect of the foreign currency counter-value, are subject to fluctuations in value, take place for the amount at which the Customer could have acquired such instruments on the day of reversing the entry, without prejudice to the Bank's authority to avail itself of its right of recourse.

22. The Bank is authorized to execute all instructions for the purchase and sale of foreign stocks, securities, dividends and interest coupons, commercial instruments and trade papers, as well as to lend and invest or borrow moneys against a pledge or similar security on securities at its option with itself or with third parties as the counter-party.



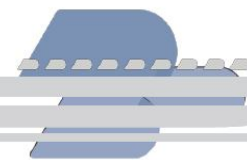
23. The Bank is not liable for imperfections or defects in negotiable instruments held or to be held by it for and on behalf of the Customer, nor for the correctness of their contents. The Bank is not liable for the results of investments or for the gains or losses resulting from the disposal of negotiable instruments made on behalf of the Customers since such investments or disposals are executed in accordance with the Customer's instructions.

24. Unless specifically agreed upon otherwise in writing, the Bank will only be accountable to the Customer for the numbers of securities which are drawn by lots or for certain numbers to which special rights are attached.

25. Stock exchange orders will be numbered consecutively by the Bank. If the stocks and shares are traded ex-dividend or ex-rights, a set limit shall be decreased by the dividend or, as the case may be, by the value of the rights on the first day of trading.

26. Whatever the Bank or a third party on its behalf, for whatever reason, holds for the Customer, or acquires from or for a Customer, or whatever the Bank owes or will owe the latter, shall be pledged to the Bank and shall serve as collateral security for anything the Bank, on whatever ground, has or will have to claim from the Customer. Excepted are only such securities that are lodged with the Bank exclusively for specific purposes, such as conversion, lowering the nominal value, transfer, exchange, collection of dividends, interest, coupon sheets or dividend vouchers. As the authorized representative of the Customer, the Bank is authorized to pledge any claims that the Customer has or will get, on whatever account, to itself as a security for anything that the Bank, for whatever reason, has or will have as a claim against the Customer. The Bank is irrevocably authorized to exercise all rights and titles attached to the pledged property, including the right to collect claims. The Bank is authorized to raise the amount of the loans on pledged negotiable instruments held by it as security for a Customer's debt, for a debt to be contracted by the Bank, provided this debt is not higher than the claim against the Customer, provided the raising of the amount of the loan takes place only to such an extent as this is reasonably required by the Bank itself for the cover of what the Bank has to claim or will have to claim at the time of the redemption, and provided that, immediately upon the redemption of the debt by the Customer, the Bank secures the release of the negotiable instruments on which the amount of a loan was raised from the lien arisen out of the raising of the amount of the loan.

27. The Bank is at all times authorized to settle and adjust all moneys whether or not owing by it to the Customer, with all moneys owing by the Customer under present and future obligations and liabilities to the Bank, whether or not due and payable, and whether actual or contingent, regardless of the currency. The settlement shall be effected at the value of the day of adjustment. If any obligation is not liquidated or not ascertained, the Bank may settle in an amount estimated by it in good faith to be the amount of that obligation. The Bank is not obliged to give prior notice to the Customer of any exercise of its right of set off. Once the Bank has exercised such right, it will inform the Customer thereof. Therefore, the Customer hereby authorizes the Bank to debit from the balances kept by the Customer, the amounts resulting from any credit instrument, Promissory Note, Standby Letter of Credit, Back to back, Bill of Exchange and any other instrument, as well as its substitutions, renewals, extensions, amendments, re-financings or restructurings, or from any other active banking transaction or obligation, as well any applicable interests and judicial or extrajudicial costs and fees arising thereof.



28. If and when called upon by the Bank, the Customer shall on demand be bound to provide security or to supply additional securities in the form and to the extent required by the Bank. Should the Customer fail to respond to this demand or fail in any other respect to fulfil his obligations towards the Bank, on whatever account, all and anything the Customer owes the Bank shall be immediately due and payable and the Bank will be entitled to realize, at its option, all securities or any part thereof, without prior summons or notice of default, at the time and in such a manner as the Bank may deem desirable, in order to recover from the proceeds whatever, according to its books and accounts, is due to it, increased by interest and expenses.

29. In addition to the rights of the Bank under the General Terms and Conditions of the Bank and subject to any other provisions agreed upon in writing between the Customer and the Bank, the Bank may, at any time, close any account held by the Customer after having given a five (5) business days' (or such other period required or permitted by law, whichever is shorter) notice in writing to the Customer, such period starting from the date that the Customer receives or is deemed to have received such notice. The Customer may, at any time, close any account by giving notice in writing to the Bank, which notice shall take effect immediately upon its receipt or deemed receipt by the Bank. Upon notification by either the Customer or the Bank of the closing of an account, all liabilities in relation to that account shall become due and payable when the closure of the account becomes effective. The General Terms and Conditions of the Bank shall continue to apply after the closure of any account until all liabilities of the Customer and the Bank towards each other have been settled in full.

30. Both the Customer and the Bank are at all times entitled to give notice of termination of the relationship; the position shall then be settled as quickly as possible. Time limits shall then be observed, if and insofar as the nature of a transaction entails such. During the settlement, the General Terms and Conditions will remain in full force.

31. Invoking a deviation from these General Terms and Conditions agreed on can only be done by the Bank, if such a deviation has been agreed on in writing.

32. Unless specifically agreed upon otherwise in writing, the Bank is authorized upon the death of the Customer to remit the balance of his account and also that which the Bank may have in custody on behalf of the Customer with extinctive effect to the person or persons mentioned as heir or heirs in a certificate of inheritance or as testamentary executor with power to take possession of the estate in an attestation issued by the competent authority.

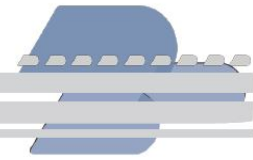
33. If any provision of the General Terms and Conditions is or becomes illegal, invalid or unenforceable, that shall not affect the validity or enforceability of any other provision of the General Terms and Conditions.

34. The rights of the Bank and the Customer under the General Terms and Conditions may be exercised as often as necessary, are cumulative and not exclusive of their rights under any applicable law, and may be waived only in writing and specifically. Delay in exercising or non-exercising of any such right is not a waiver of that right.

35. The Bank is subject to the laws and regulations of Antigua & Barbuda on the basis whereof the Bank may be obliged to, *inter alia*, obtain, administrate and disclose information regarding the Customer and/or to withhold and/or pay taxes over balances and/or interests pertaining to the



BOI BANK
CORPORATION



Customer. The Bank shall also be entitled to disclose information as permitted or required by any legal process, or by an order, judgment or decree of a court or for the purposes of any legal process which concerns the Bank. The Bank is always authorized to comply with its obligations, including, without limitation, to obtain, administrate and disclose that information and to withhold and pay such taxes, regardless of any termination of any agreement or cessation of any service with or to the Customer.

36. The Bank is authorized to assume that the information provided by or on behalf of the Customer is correct and the Customer shall on demand indemnify the Bank against incorrect or misleading information provided by or on behalf of the Customer to the Bank. The Bank is authorized to, if the information requested in connection with such laws, regulations, legal process, order, judgment or decree is refused to the Bank or is willfully provided incorrectly; terminate the relationship with the Customer and to recover all damages and costs in connection therewith from the Customer.

37. The Bank is in compliance with the laws and regulations on Anti Money Laundering, Anti Bribery and Counter Terrorist Financing, specifically the Money Laundering (Prevention) Act No. 9 of 1996; the Prevention of Terrorism Act 2005; the Office of National Drug and Money Laundering Control Act 2003; and the International Business Corporation Act, Cap. 222, including its Amendment; as well as with the international standards published by the Financial Action Task Force (FATF) and other best practices thereof. Hence, the Bank is hereby authorized to process investigations and screenings on Customers and their incoming or outgoing transfers periodically; being also entitled to suspend and/or close any account it deems suspicious, file the respective reports before the competent authorities and at any moment terminate the relationship with the Customer, at its own discretion.

38. The Bank may from time to time provide or obtain information about the Customer, its accounts and transactions to or from the Bank and its contractors, agents, data carriers, or other third parties around the world for the purpose of transaction and payment processing and for other purposes directly related to any of the services which the Bank may provide to the Customer. Disclosure may also be made to government and regulatory agencies and authorities and to credit rating agencies. This permission for disclosure shall continue regardless of any termination of any agreement or cessation of any service with or to the Customer.

39. Disputes between the Customer and the Bank shall exclusively be adjudicated by the competent local court in Antigua & Barbuda.

40. These General Terms and Conditions have been filed at the Financial Services Regulatory Commission. Modifications and supplementations of these General Terms and Conditions by the Bank shall also be binding on the Customer one month after filing by the Bank at the the Financial Services Regulatory Commission. Modifications and supplements of these General Terms and Conditions, as well as modifications which the Bank might introduce, will be available at all times at the offices of the Bank and can be obtained at all times at the Bank at the Customer's request.