

ATLANTIC BANK LIMITED

INTERNET BANKING SERVICE AGREEMENT

I GENERAL DESCRIPTION OF AGREEMENT

A. Definitions

For the purposes of this document the following expressions shall have the following meanings:

- (1) "Bank" means expressly Atlantic Bank Limited.
- (2) "Internet Banking" refers to the Bank's service that allows the customer to obtain account information, review transaction activity, transfer funds, and perform other transactions over the internet, including bill payment service, by use of a computer and appropriate browser software and /or other means which the Bank now authorizes or allows from time to time through the Bank's website: www.atlabank.com.
- (3) "Customer" means any natural or legal person who holds or is duly authorized to access an eligible account in respect of which Internet Banking is available.
- (4) "Eligible accounts" mean deposit accounts (chequing, savings, term deposits), loans, credit card, merchant and other accounts or products the customer maintains with the Bank.
- (5) "You" or "Your" means the owner or authorized representative of an eligible account
- (6) "Token" is a physical device for additional security implemented by the Bank.
- (7) "Session" means an unbroken period of time during which the user is connected to and active on Atlantic Bank's Internet Banking Service.
- (8) "PIN" or "Personal Identification Number" means a four-digit number used to identify the identity of a customer for additional security implemented by the Bank.
- (9) "User ID" or "User Identification" means a user identifier used for login.

B. Nature of Agreement

This agreement governs the use of the Bank's Internet Banking service and these terms and conditions are in addition to those terms and conditions that apply to any other accounts that you have with the Bank or any other services you obtain from the Bank including those set forth in any deposit agreement and in the case of any inconsistencies between this agreement and any other agreements with the Bank then the provisions of that other agreement shall prevail. The Bank may change this agreement at any time by adding, deleting or amending terms of service. The Bank will notify its customers of such changes by electronic mail or by posting them on its website: www.atlabank.com. Your continued use of the Internet Banking service after due notification of changes shall evidence acceptance of the terms of the changes made to this Agreement.

C. Governing Law

This agreement shall be governed by and interpreted under the laws of Belize.

D. Accepting the Agreement

Whenever you use any of the Internet Banking services described in this agreement, or authorize others to use them, you agree to be bound by the terms and conditions of this Agreement.

II INTERNET BANKING SERVICES

A. Bill payment, transfers and other transactions

Personal customers may use the bank's Internet Banking services to transact the following:

- a) View account balances, statements, transactions & history for your checking, savings, loan and credit card accounts

- b) Bill Payment
- c) School Payment
- d) Credit Card Payment
- e) Subscribed Savings
- f) Transfer between your own Accounts
- g) Third Party Transfers (to be accessed through the use of tokens with a daily limit of \$10,000.00)
- h) Other Bank Transfers (to be accessed through the use of tokens with a daily limit of \$10,000.00)
- i) Stop Payments
- j) Change Password, PIN, Personalized Phrase & Image, Secret Questions

Corporate customers may use the bank's Internet Banking services to transact the following:

- k) View account balances, statements, transactions & history for your checking, savings, loan and credit card accounts
- l) View account statements for your corporate payment and corporate collections
- m) Corporate Payments, Credit Card Payments, Third Party Payments, School Payments, Bulk Third Party Payments and Payroll
- n) Transfer between your own Accounts
- o) Merchant Account Inquiries
- p) View hotel availability and reservations
- q) View your GOB file downloads and uploads
- r) Payroll Payments
- s) Other Bank Transfers
- t) Alias Change

B. Sufficiency of funds and withdrawal from account

The customer hereby authorizes the Bank to debit or charge the necessary funds from eligible accounts in order to complete all of the customer's designated transfers and payments. The customer agrees to instruct the Bank to make a designated debit only when a sufficient balance is available in the account(s) and that in the event that an instruction is given when there are insufficient funds the Bank is under no obligation to complete the transaction or overdraw the account and further the Bank is under no obligation to process the failed debit whenever funds are available. If the account is overdrawn the customer may incur an overdraft fee in accordance with charges applicable under the accountholder's agreement.

The customer shall be responsible for any bill payment request made even if it contains an error or is a duplicate of another bill payment. The Bank is not responsible for unprocessed bill payments, that is, if the customer did not properly follow the instructions for making a bill payment. The Bank is not liable for any failure to make a bill payment if you fail to promptly notify the Bank after you learn that you have not received credit from a payee for a bill payment. "Instruct" or "instruction" in this section should not be construed as imposing any obligation to make or receive any instrument in writing.

C. Processing of instructions

All operations carried out, instructions and requests sent via Internet Banking will be processed and executed in accordance with the nature of each of them within the time frames established by the Bank. Approval of instructions and other transactions shall be relayed via electronic correspondence.

III OTHER TERMS AND CONDITIONS

A. Service Hours/Technical and maintenance issues

Internet Banking service is available 24 hours a day for 365 days a year (for most services) except for downtime during system maintenance and upgrades. In this regard the Bank reserves the right to suspend temporarily at any time and

without prior notice the Internet Banking service for technical/maintenance reasons or for any other reasons that the Bank may deem necessary. During downtime a message will appear on the Bank's website when you sign in for Internet Banking. The Bank assumes no responsibility for any unforeseen interruption in the Internet Banking service due to difficulties in its functioning, delay in the processing of any of its operations, requests or effected instructions, which may be caused by faults in the supply of electrical power, telephone service, Internet service and congestion or any other technical faults. The Bank shall at its sole discretion determine the service hours for any service in particular.

B. Online user name (ID) and password/ Indemnity for Instructions issued by Customer

The customer accepts that the user name assigned by the Bank and the password and/or Personal Identification Number (PIN) (selected by the Customer) and, in the case of customers with tokens, the randomly generated access code utilized to log in to the Internet Banking service conclusively determines his/her/its identity and any instructions given or any transaction made during a log in session shall be deemed as valid thereby enabling the Bank to carry out the effects of any operation activated or transacted with such username and password(s). The Bank is only responsible for the exercise of ordinary care in processing transactions, transfers, or any other instructions issued by the Customer and is not responsible for any losses, or delays which may occur as a result of any other party's involvement in processing the transaction, transfer or instruction or for any communication failures or any inaccuracy in input from the customer. Without limiting the generality of the foregoing the Bank is not responsible for matching customer account numbers with customer identities. The Bank shall not be responsible for any losses or shortages arising from any government or funds system transfer rule, policy or regulation nor the possibility nor unwillingness of other Banks and/or Financial Institutions to process the transaction, transfer or other instruction for any reason. The customer is solely responsible for maintaining the confidentiality of the user name, password, PIN and token access code and is liable for transactions made personally or by an authorized person even if that authorized person exceeds his/her authority.

C. Security

In order to provide the maximum possible security to the customer, the Bank will encode the Internet Banking data using encryption technology. The Bank will under no circumstances take responsibility for any damage caused to the customer from third parties who, through the use of computerized systems decode the electronically transmitted information between the Bank and the customer through an internet service supplier; neither will the Bank be responsible for damage done to the equipment through contamination by information viruses. The Customer is solely responsible for the security of his/her equipment, including but not limited to installation of all relevant security software and hardware protection including physical security of personal computers. The bank shall not be liable for breaches of the customer's computer due to security neglect.

D. Sessions

A session is completed when you click on the "log off" icon, close your browser, or move to a web site outside the secure socket layer established by the Bank. Your session may also be terminated if there is inactivity within a determined period of time and in the event of a communications error the session is automatically terminated. You are required to ensure that you do not leave your computer unattended during a session as this may result in unauthorized access to your account(s). You are also required to click on the "log off" icon after you've completed all desired transactions?)

E. Unauthorized transfers and technical failures

You are required to notify the Bank immediately in the event of an unauthorized transfer so as to minimize the possibility of further unauthorized activity. The Bank shall not be responsible for any unauthorized transfers occasioned by third parties or any action or inaction of the customer except where the unauthorized transfer was precipitated as a result of fraud or willful misconduct of an employee of the Bank. In no event will the Bank be liable for any damages, including without limitation direct or indirect, special, incidental or consequential damages, losses or expenses arising in connection with the site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission,

interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if the Bank, or representatives thereof, are advised of the possibility of such damages, losses or expenses.

F. Costs and Charges

The customer hereby accepts and undertakes to pay all charges and costs (if any) associated with any instructions given or operations carried out through the use of Internet Banking services and such costs will be relayed to the customer through the means that the Bank deems convenient for such purpose. The customer hereby authorizes the Bank to debit any of his/her accounts with the respective applicable costs.

IV CONTACTING ATLANTIC BANK LTD.

You may contact our customer service department by e-mail at atlantic@atlabank.com or call (501) 223-4123, (501) 223-3921; or by fax at (501) 223-3478. Internet Banking customer support is available between the hours of 8:00 am and 5:00pm Monday through Friday except for Public and Bank holidays.

V SPECIAL PROVISIONS WITH REGARD TO THE USE OF TOKENS

- 1) The Bank will provide tokens to all its corporate customers and to other customers at its discretion for use as an additional security mechanism. Tokens remain the property of the Bank and are provided free of cost but the bank reserves the right to impose a fee for rental of tokens upon service of one month's notice of the imposition of the rental fee. The bank also reserves the right to charge for replacing tokens that are damaged due to inappropriate use.
- 2) The customer shall access the Internet Banking service by introducing the user name and the access code randomly generated by assigned tokens and thereafter (for personal customers only) a password. The customer accepts that the access codes assigned through the use of tokens and (if applicable) the password selected shall determine his/her/its identity and consequently enables the Bank to carry out the effects of any operation activated or transacted with such username and access code(s). All transactions carried out by using the token will be recorded and filed electronically in order to make them accessible for post consultation by the bank and the customer if necessary. Any data received and or filed electronically, identified by the combination of the customer's tokens shall be attributable to the same and will serve to identify their origin and will be deemed original copies. Consequently the customer is responsible for all actions, dispositions, transfers, etc. carried out through the use of tokens whether the use of same is authorized by the customer or not. The customer is wholly responsible for maintaining the confidentiality of the tokens as well as any other user code or number including his account number, identification and password regardless of the fact that these may have been provided by the Bank or directly selected by the customer. It is understood that in order to access certain operations, the system might request the introduction of complementary access codes, and the Bank might require the customer's compliance with certain requirements and conditions. The access codes are for personal use, confidential and non-transferable; the Bank shall not have any knowledge whatsoever of it and their purpose is to guarantee exclusive access by the Customer and persons authorized by him/her.
- 3) A data message accurately identified by the combination of the customer's token shall be recorded by the Bank as an expressed manifestation of the customer's will. The message may be printed and kept by the Bank as evidence of the customer's instructions.
- 4) The customer will be able to authorize its agents, officers or such other persons as it deems fit to access Internet Banking by assigning to each one of them a specific access code and the complementary access codes or tokens which are necessary for certain features and transactions as the case may be, thereby defining the level of access for each of such persons. Authorizations made by the customer are the exclusive responsibility of the customer. The Bank shall have no knowledge of the codes. The Bank will be able on its own terms, to limit, restrict or cancel the possibility of issuing these authorizations specifically or generally for any customer in particular.
- 5) In the event that the customer suspects or has knowledge of the unauthorized use of his/her token(s) it must immediately inform the Bank in writing so that it may suspend access to Internet Banking or take any other measures deemed necessary. The foregoing does not exempt the customer from responsibility for operations, which might have been carried out by unauthorized third parties. The customer acknowledges that the tokens offered by the Bank are

designed to identify the origin of a communication and not to detect errors in the transmission or content of the instruction received.

- 6) The Bank is exempted from any responsibility for non-processing of any operation, consultation made, instructions requests and communications of any type sent through the Internet Banking System if they are not executed or sent according to the instructions contained in each option. The Bank will use its best effort to ensure that the contents supplied in the Internet Banking page are of optimum quality, but the input of the customer or its agent(s) is not monitored, evaluated or controlled by the Bank.
- 7) The customer must state in writing, which employees shall be authorized to use the Internet Banking system on its behalf indicating the scope or level of access (authorizer, verifier and/or operator) as well as the limits and nature of the transactions such employees or agents may carry out. It is expressly agreed between the parties that the authorized person will make use of the Internet Banking Service on behalf of and by order of the customer, which expressly agrees, to such user. The customer may, at any point in time request that the Bank remove, suspend or add any authorized persons such request to be made in writing.
- 8) This entire agreement shall apply to all customers and nothing contained in this part should be construed as exempting such customers from the application of this entire agreement

DATED this _____ day of _____, _____.

For and On Behalf of
Atlantic Bank Limited

Customer's Name

Bank Officer

Authorised Signature

Authorised Signature

Witness

Witness