

Cardholder Agreement

FIDELITY BANK (BAHAMAS) LIMITED

This document constitutes the agreement between you and Fidelity Bank (Bahamas) Limited regarding the Card and the Card Account.

DEFINITIONS: In this Agreement the following words shall be used having the meaning ascribed to them:

“FBB” “we” “us” and “our” means Fidelity Bank (Bahamas) Limited; as the issuer of the Card or Additional Card.

“Card” means the credit card issued by Fidelity Bank (Bahamas) Limited to the Principal Cardholder and, where the context allows, it also means the Additional Card(s) issued to any Additional Cardholder(s) and such credit card(s) shall bear the number of the Card Account

“Card Account” means the account maintained at FBB in the name of the principal Cardholder for the purpose of recording transactions arising out of the use of the Card.

“Additional Card” means any additional card issued by FBB to an Additional Cardholder at your request; the transactions resulting there from shall be recorded on the Card Account.

“Additional Cardholder” means any person to whom FBB has issued, at your request, an Additional Card bearing the number of the Card Account.

“You” and “Principal Cardholder” means the person described in the application for the Card as the Principal Cardholder and the person in whose name the Card Account is established.

“Your” refers to the Principal Cardholder.

Upon filing an application with FBB for the issue of a Card you are deemed to accept the terms and conditions of the Agreement and by using the Card or if provided with a renewal or replacement Card (s) you shall have agreed to the terms and conditions hereof. You must sign the Card before it is used but failure to do so will not release you from any of the conditions of this Agreement.

HOW TO USE THE CARD: You agree to activate each card upon receipt before commencing any Card use. You agree not to use the Card prior to any validation date or after the expiry date embossed on the Card. If the Card is used you agree to pay any debt incurred. You may use the Card wherever it is accepted to buy goods or purchase services (“Purchases”). You may also obtain loans (“Cash Advances”) from any financial institution or person or Automatic Teller Machine that accepts the Card.

ADDITIONAL CARDS: At FBB’s sole discretion we may issue an Additional Card to an Additional Cardholder nominated by you and you will be responsible to FBB for all Purchases and Cash Advances made by an Additional Cardholder. If an Additional Card is issued on the Card Account and you subsequently wish to cancel such Additional Card you must notify our Bank in writing at the address shown on the back of your last monthly statement and until we receive such notification of such cancellation you shall be responsible for all Purchases and Cash Advances made by the Additional Cardholder and in any event you shall be responsible

for the use of such Additional Card to the same extent as provided below in the section marked "LOST, STOLEN OR MISUSED". At the time you notify us of cancellation of any such Additional Card you must cut the Additional Card in half and return it to our Bank with your written notice

OTHERS USING YOUR ACCOUNT: The Card and the Card Account is for your use only and should not be used by others. In the event that you authorize anyone to use the Card and/or the Card Account you shall be required to pay for all Purchases made, and Cash Advances arranged by such person or persons whether or not you notify us of such use. If an Additional Card is used, you shall be responsible for all Purchases and Cash Advances made by the Additional Cardholder or any person authorized by the Additional Cardholder.

CREDIT LIMIT: You will be advised of the assigned Credit Limit when you receive the Card. This credit limit will also appear on the monthly Credit Card Statement. The total amount of Purchases and/or Cash Advances outstanding at any time together with all charges we make against the Card Account as provided in this Agreement, must not be more than your credit limit. We reserve the right to change your credit limit from time to time and we shall notify you if we do so.

REPAYMENT: When the Card is used for Purchases or Cash Advances, you shall be responsible for paying and you hereby promise to pay to us the total amount of the Purchases and/or Cash Advances and any other charges made against the Card Account plus finance charges, if any, as provided under the section entitled "FINANCE CHARGES ON PURCHASES AND CASH ADVANCES" below. You may pay the debt incurred by the Payment Due Date on the monthly statement as follows:

- a) In full
- or
- b) By a part payment equal to the minimum payment required as stipulated in the monthly statement. The minimum payment each month will be 5% of your new balance or **\$500.00** whichever is the greatest, plus any past due amount and debt exceeding the credit limit. If the new balance on the Card Account is less than \$500.00, the entire balance must be paid. The minimum payment will be rounded to the next whole dollar
- c) By any payment greater than (b)

If we receive your payment with a payment stub, at the address indicated on the back of your statement by 3:00 p.m. Monday through Friday (excluding Public Holidays), we shall credit it to the Card Account the same day; if your payment is received later in the day, it will be credited to the Card Account the next business day. If your payment is made by cheque or other instrument drawn on a bank outside the Bahamas Islands, we reserve the right to send the cheque or other instrument for collection and we shall only credit the Card Account with the proceeds thereof, upon receipt by FBB of payment of the cheque or other instrument.

FINANCE CHARGES ON PURCHASES AND CASH ADVANCES: We assess Finance Charges upon your statement closing date, based on your average daily balances of Purchases and/or Cash Advances. No Finance Charges will be assessed on any new Purchases if they are paid for in full by the payment due date shown on your statement and if your previous balance was paid in full by the statement closing date. Otherwise, Finance Charges will be assessed on any new Purchase from the payment due date following the date the new payment was posted to the Card Account. Finance Charges will be assessed on Cash Advances beginning on the date each of the Cash Advances is made. We calculate the Finance Charges on the Card Account by

applying the periodic rate to the average daily balance on the Card Account during the billing cycle, including new transactions. To get the average daily balance we take the beginning balance of the Card Account each day during the billing cycle, add any new Purchases or Cash Advances posted or made that day, and subtract any payment(s) or credits made that day and unpaid Finance Charges outstanding that day. This gives us the daily balance. Then we add up all the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the “average daily balance”.

ACCOUNT FEES: We assess an Annual Membership Fee for each year, whether or not the Card and/or the Card Account is used during that year. The annual Membership Fee will be charged on each anniversary date of the opening of the Card Account or on each anniversary date of the initial charging of the Annual Membership Fee. If you decide to cancel the Card Account, you must notify us within 30 days from the closing date of the first billing statement which reflected the Annual Membership Fee for us to refund this Annual Membership Fee and cancel the Card Account. Otherwise this Annual Membership Fee is not refundable. We also assess an Annual Fee for each Additional Card whether or not such Additional Card is used during that year. The annual Additional Card Fee will be charged on each anniversary date of the opening of the Card Account or on each anniversary date of the initial charging of the annual Membership Fee. If you decide to cancel the Additional Card, you must notify us within thirty (30) days from the closing date of the first billing statement which reflected the Additional Card Fee for us to refund this Additional Card Fee. Otherwise this Additional Card Fee is not refundable. It will be necessary for FBB to provide you with a new Card Account and a new Card if the Card or any Additional Cards are lost. If any new balance shown on your monthly statement exceeds your credit limit, we will assess an over-limit fee as outline in the fee guide sent with your card. If your payment cheque is returned unpaid for any reason, we will charge the Card Account a Returned Cheque Fee for each returned cheque as outline in the fee guide sent with your card. If payment is late we will charge a Late-payment fee as outline in the fee guide sent with your card and may at our discretion charge a higher interest rate on the overdue amount until such time as the account has been maintained in good standing.

SECURITY, INTEREST AND SET-OFF: Your indebtedness on the Card Account is subject to set-off by us against any other account that you have with FBB or any other assets that we hold for you.

COLLECTION COSTS: If you are in default of any of these terms and conditions you shall be responsible for payment of all FBB's collection and court costs including reasonable attorney's fees.

REASONS FOR REQUIRING IMMEDIATE PAYMENT: You shall be in default under this Agreement and we may require immediate payment of all amounts owed by you if:

- you fail to make any required payment by the due date;
- the outstanding balance on the Card Account at any time exceeds your credit limit;
- you fail to abide by any other terms of this agreement
- you make any false or misleading statements on your application for the Card and the Card Account;
- you default in the payment of any other of your obligations owed to FBB

- you die, become insolvent or become the subject of bankruptcy proceedings;
or
- your property is seized by garnishment, attachment or any other process by any creditor.

FBB's failure to exercise any of its rights when you default or the giving of time shall not be a waiver of FBB's rights and shall not mean that we shall be unable to use those rights upon later defaults. If you default under this Agreement, we may, in addition to our rights under the section marked "termination" below, take the following actions;

- fix the minimum payment at the existing or a new percentage of the outstanding balance on the Card Account at the time of default or a specified dollar amount, even if greater than the amount previously in effect. Your future minimum payments will then be fixed at that amount until the Card Account has been paid in full.
- require that you cut each Card in half and return each of them to us.

REFUSAL TO HONOUR THE CARD: We shall not be liable in any way for any refusal whatsoever to honor the Card or for any withdrawal, cancellation or retention of any Card by us, by any other financial institution, by any Automatic Teller Machine or by any seller of goods or services.

TERMINATION: We may suspend or terminate this Agreement or your rights to obtain credit through the use of the Card and the Card Account at any time for any reason with or without notice to you. You may terminate this Agreement at any time by notifying FBB that you are canceling the Card Account and by cutting in half and returning each current Card issued, with respect to the card Account, EXCEPT as provided under the section marked "CHANGING TERMS OF AGREEMENT" below, any suspension or termination, by you or by us, shall not alter your obligation to pay the outstanding balance due on the Card Account in full in accordance with the terms of this Agreement.

CHANGING TERMS OF AGREEMENT: We shall be entitled to change any of the terms of this Agreement at any time. If we change the terms we shall mail a notice of the change, if notice is required by law, at least 15 days before the effective date of the change. The changes will apply to all unpaid balances on the Card Account. You can avoid the new terms if you cut in half and return each current Card issued, pay the unpaid balance in full and make no further charges to the Card Account. You must complete such action prior to the date the new terms go into effect.

PRODUCTS: Based on the product offer, you understand that all services available with the Card may be governed by separate agreements, terms or authorizations by which you agree to be bound.

OTHER CARDHOLDER SERVICES: You understand that optional services may be available to you at an additional cost. You also understand that firms independent of FBB supply some of these services and that FBB shall not have any responsibility or liability with respect to such services. To the extent that we may provide any other cardholder services and products, any such services and products shall be subjected to modification or discontinuance by us, at any time, without notice.

LOST, STOLEN OR MISUSED CARD: If the Card is lost or stolen, the Cardholder will immediately give notice thereof to FBB in The Bahamas by telephone (242) 356-7764, or USA &

Canada (800)-307-7309, or collect at (636)-722-8883 or such other number than may be advised to the Cardholder. Such notice must be confirmed in writing forthwith. The Cardholder assumes full responsibility for the Card and its use until the Card is surrendered or FBB is notified in writing of its loss and theft.

You must confirm any such call in writing within seven (7) days quoting the Card Account number to Fidelity Bank (Bahamas) Limited, Card Services, 51 Frederick Street, P.O. Box N 4853, Nassau Bahamas. If the Card is misused without your permission you will be liable for all losses to us which are incurred prior to notifying us, as described above. You are required to give us and any person acting on our behalf all assistance in the investigation, and all available information as to the circumstances of the loss, theft or possible misuse of the Card or the Card Account and you are required to take all reasonable steps to assist us to recover the Card and reduce the losses. You hereby consent to the disclosure to third parties of such information as is relevant concerning the Card and the Card Account in connection with such loss, theft or possible misuse of the Card.

COMPROMISED CARDS: You understand that as a security measure, FBB may block your credit card at any time without prior notification if we detect any suspicious account activity. In addition, transactions may be blocked if your credit card or account data is deemed at risk or unauthorized use or compromise. Should any such instances occur, FBB will attempt to contact you. However, if you experience service interruption please contact our Card Service Centre for immediate assistance.

CHANGE OF ADDRESS OR CONTACT NUMBERS: As the Primary Cardholder, you will give us prompt written notice of any change in your mailing and/or residential address as well as any changes in your contact telephone numbers.

REQUEST FOR CREDIT OVER YOUR CREDIT LIMIT: If you request credit in any form which, if granted, would result in your total outstanding balance, including authorized Purchases not yet posted to the Card Account, being more than your credit limit (whether or not the balance before the request was more than the credit limit), we may;

- grant the request and increase your credit limit
- grant the request but without increasing your credit limit in which case the excess over your credit limit will be payable upon the next payment due date; or
- refuse to grant the request.

If we have previously granted requests for credit over your credit limit, it does not mean that we shall grant further over-limit requests. If we grant an over-limit request, we shall assess the over-limit fees provided for under "Other Charges".

CREDIT INVESTIGATION AND DISCLOSURE: We shall be entitled to investigate your credit, employment and income upon receiving your application for a Card and/or an Additional Card and at any time thereafter. We shall be entitled to verify your credit references. We shall be entitled to report the way you maintain the Card Account to credit reporting agencies, to our affiliates, to other interested parties and when required by legal process. You hereby fully consent to the above.

GOVERNING LAWS: This Agreement is made in the Commonwealth of The Bahamas ("The Bahamas"). It is governed by the laws of The Bahamas and you hereby submit to the jurisdiction of the Courts of The Bahamas.

DELAY IN ENFORCEMENT: We shall be entitled to delay enforcing any of our rights under this Agreement without affecting any of our rights hereunder.

GENERAL: If any of part of this Agreement is found to be invalid, the remainder shall remain effective. From time to time, we may require you to provide us with updated credit information. We shall not refund any credit balance equal to or less than the Annual membership fee, unless you request that it be reimbursed to you. The Card is and remains the property of FBB and it may be recovered by us at any time. You are required to return it to us immediately upon request.

WHAT TO DO IF THERE IS AN ERROR IN YOUR STATEMENT: If you believe that your monthly statement is incorrect, or if you need information about a transaction on your monthly statement, write to us separately at: Fidelity Bank (Bahamas) Limited, Card Services, 51 Frederick Street, P.O. Box N 4853, Nassau Bahamas. We must receive written notice from you no later than thirty (30) days of the date of the statement on which the problem or error appeared. Failure to provide us with written notification within the foregoing time period will result in the conclusive presumption that the statement is correct in every respect. In your letter you should give us the following information:

- Your name and account number
- Copy of the statement identifying disputed transactions
- The dollar amount of the suspected error
- A description of the error and explanation, if you can, why you believe an error has been committed
- Copy of transaction receipt if available
- In the event that you need more information, a description of the item about which you are unsure.

The foregoing information may be telephoned to us but only a written confirmation received within the above-mentioned time parameter will serve to preserve your right to dispute the item in question. You do not have to pay any amount which you have questioned whilst we investigate the matter but, after investigation, should the amount prove payable by you, you will be subject to interest on the amount during the investigative period and, a dispute fee. In any case, you are still obligated to pay the parts of the statement that are not in question.

TERMS AND CONDITIONS OF AGREEMENT: The Card is issued by Fidelity Bank (Bahamas) Limited (FBB) and as such, is subject to the following conditions:

1. The person named on the Card (Cardholder) shall sign the Card and any replacement issued following loss thereof immediately upon receipt.
2. Use of the Card in connection with the purchase of goods and/or services represents an extension of credit by the supplier. The Card may only be used within the authorized credit limit as given to the Cardholder by FBB. The Cardholder must sign a sales voucher every time

the Card is used, however, failure to sign does not relieve the Cardholder from responsibility for payment.

3. FBB will forward a statement to Cardholder once a month showing the account charges and credits since the last statement, the account balance, the minimum payment due in accordance with the Terms of Repayment and the next payment due date. The Terms of Repayment are defined below.

4. The Card is valid provided the Cardholder pays an Annual Fee to FBB the amount of which will be fixed by FBB each year and which is available upon request. A Late Fee is applicable when minimum payment is not received before or on the due date.

5. If a supplier issues a credit voucher in respect of goods returned, FBB will upon receipt of the credit voucher from the supplier, credit the amount of the voucher to the appropriate account. Unless a credit voucher is issued and sent to FBB, the account is payable in full and no claim by the Cardholder against the supplier may be the subject of set-off or counterclaim against FBB.

6. The outstanding balance on the Cardholder's account shall become due and payable to FBB on the Cardholder's bankruptcy or death or (at the discretion of FBB) if the Cardholder is in breach of any Conditions of Use.

7. Overdue accounts are subject to collection and all collection costs including, but not limited to, legal expenses incurred shall be charged to the Cardholder, and shall be payable by him/her on demand.

8. FBB reserves the right to revise or modify the terms of use at its absolute discretion. The Cardholder will be advised of any change in the terms of use, together with the effective date thereof in writing to the Cardholder's address of record. Use of the Card on or after the effective date will be deemed acceptance of the change in the terms of use.

9. If the Card is lost or stolen, the Cardholder will immediately give notice thereof to FBB in the Bahamas by telephone (242) 356-7764 or USA & Canada (800)-307-7309, or collect at (636)-722-8883 or such other number that may be advised to the Cardholder. Such notice must be confirmed in writing forthwith. The Cardholder assumes full responsibility for the Card and its use until the Card is surrendered or FBB is notified in writing of its loss and theft.

10. The Card remains the property of FBB at all times. FBB reserves the right to cancel the Card at any time without notice and on being notified of cancellation the Cardholder undertakes to return such canceled cards to FBB.

TERMS OF REPAYMENT: The Cardholder may pay amounts due on or before the date for payment contained in the statement. "Payment" means either cash or cheque (which is subsequently duly honored) in the hands of FBB by the close of business on or before the due date. The Cardholder may extend payment (including a service fee and interest) provided that a monthly repayment of \$500.00 or 5% of the outstanding balance (whichever is greater) is made.

FOREIGN TRANSACTIONS: You are responsible for ensuring that your foreign spending with the Card is in compliance with the Central Bank Regulations and you understand that failure to comply can result in the immediate withdrawal of your Credit Card facility.

FOREIGN EXCHANGE: All references herein to dollars are references to BS dollars and when you make a Card Transaction in a foreign country in the local currency your obligation is converted into BS dollars when transferred to FBB by the merchant bank or foreign financial institution. This conversion may occur on a date when the currency exchange rate is less favorable to you than it was on the transaction date. You shall be required to pay to FBB the transaction charges based on the rate of exchange as determined by MasterCard on the date your obligation is transferred to FBB even if you could have received a more advantageous rate had you purchased the local foreign currency with BS dollars on the transaction date. You will be required to pay to FBB any currency conversion charges that may be imposed on such transactions.

OTHER FEES AND CHARGES: When you receive the Card, you will also receive a notice detailing current prevailing interest rates, service charges, penalty fees and the annual fees. The annual fee will appear on your first monthly statement and is not refundable. In the subsequent years, annual fees are charged on the anniversary statement each year. You will pay all applicable fees and charges communicated to you. You understand that these fees and charges are not refundable in the event of termination of the Credit Card account.

Confidentiality: We may disclose information to third parties about your Card or the transactions you make:

- Where it is necessary for completing transactions
- In order to verify the existence and condition of your Card for a third party, such as merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed; or
- Otherwise as necessary to fulfill our obligations under this Agreement.