

DGM BANK & TRUST INC.

ELECTRONIC ACCESS AGREEMENT.

DGM Bank & Trust Inc. Electronic Access Agreement

GENERAL

This Agreement outlines the terms and conditions governing your access to Accounts and Services through an Electronic Access Device. This Agreement is in addition to, and not in substitution of, any other present or future agreement between you and DGM Bank & Trust Inc. including any agreement you enter into when you open an Account. All Accounts and Services are only available in jurisdictions where they may be lawfully provided.

1. DEFINITIONS

In this Agreement, these terms have the following meanings:

- (a) **“Account”** means my account with DGM Bank & Trust Inc.;
- (b) **“DGM”** means DGM Bank & Trust Inc. Inc. or DGM Trust Inc., depending on which company I hold my account with;
- (c) **“Electronic Access Device”** means any device which allows me to use or to access an Account or any Service including, but not limited to, a personal computer, a telephone used for brokerage IVR access, a pager, a PCS phone, a personal digital assistant or similar device;
- (d) **“Electronic Instruction”** means any instruction regarding my Account or any Service that is transmitted through an Electronic Access Device;
- (e) **“I”, “me”, and “my”** mean the customer who applied for the Account or any Service;
- (f) **“Information Provider”** means any entity providing DGM Bank & Trust Inc., either directly or indirectly, with information or processing any such information and includes, but is not limited to, stock exchanges, news service providers and price alert message providers or any such provider or processor of data or information;
- (g) **“Passwords”** means the combination of numbers and/or letters I select from time to time, for my use alone, as a means of identifying me and enabling me to access an Account or any Service;
- (h) **“Services”** means financial or investment or other ancillary services by DGM Bank & Trust Inc.;
- (i) **“You”, “your” and “yours”** mean DGM Bank & Trust Inc.

2. PASSWORD CONFIDENTIALITY

I agree to keep my Password(s) absolutely confidential and to ensure that my Password(s) is never disclosed, accidentally or otherwise, to anyone else at any time. You are not responsible for the unauthorized use of my Password(s), and I will indemnify and hold you harmless against all claims, losses and expenses incurred by you as a result of the unauthorized use of my Password(s). I acknowledge I will be liable for all losses that occur

if my Password(s) is used to enter into a trade or some other transaction whether I authorize such use or not. This indemnity will survive the completion of any trade or the termination of this Agreement. If I become aware of or suspect any unauthorized use of my Password(s), I will notify you immediately by phone. I will not be responsible for unauthorized use of my Password(s) after I have notified you.

3. ELECTRONIC INSTRUCTIONS

I authorize you to accept, and I agree to be solely responsible for, all Electronic Instructions regarding my Account or any Service. I acknowledge that an Electronic Instruction is final and I cannot object to it later. You may, at your sole discretion, decline to act on an Electronic Instruction given or purported to be given by me. You will not incur any liability by reason of acting or failing to act in respect of an Electronic Instruction.

Electronic Instructions may be sent to an exchange or market without your prior review. All Electronic Instructions will be subject to the rules governing the exchanges or markets where the orders are executed (for example, requirements regarding entry and trading of orders) and I agree to comply with these requirements. Electronic Instructions are also subject to any requirements that you may impose and I understand that you have the right to reject, change or remove any Electronic Instruction or to cancel any trade resulting from an Electronic Instruction.

4. RECORDS

You may maintain a database of my Electronic Instructions. Your records will be conclusive and binding on me in any disputes, including in any legal proceedings, as the best evidence of my Electronic Instructions, in the absence of clear proof that your records are wrong or incomplete. You may rely on my Electronic Instructions as if I had given them signed and in writing.

5. INFORMATION PROVIDERS

Information provided to me through the Services may have been independently obtained from various Information Providers and is believed by you to be reliable and accurate. In no event will you or the Information Providers be liable to me or to others for any loss, damage or injury of any type caused or contributed to in any way by such information. For example, and without limitation, you and the Information Providers will not be liable if the information:

- (a) does not meet my needs;
- (b) is delayed or is not available at any particular time or for any particular purpose; and
- (c) is not timely, in sequence, accurate, complete or suitable for any purpose.

Information provided through the Services may include views, opinions and recommendations of individuals or organizations that may be of interest to customers generally. Neither you nor the Information Providers endorse such views, opinions or recommendations, or give investment, tax, accounting or legal advice, or recommend the purchase or sale of any security. For greater certainty, you nor other party shall be liable for the accuracy or timeliness of any quotation or price alert message provided through an Electronic Access Device. "Real time" quotes viewed on your website, particularly in times of high volumes of trading and market volatility, may not be reflective of a current trading price of a security. You shall not be held liable for the accuracy or timeliness of account portfolio information and historical transaction data when this information is provided through an Electronic Access Device. The terms of this Agreement may be enforced against me by any of the Information Providers.

Price Alert is a notification service only. You and your Information Providers are not liable if there is any interruption, non-delivery or inability to access Price Alert due to human or mechanical errors or errors in connection with any internet e-mail or Electronic Access Device used to access Price Alert.

I am solely responsible for ensuring that my e-mail address has been accurately transmitted to you, and for ensuring that it is up-to-date. I am solely responsible for the retrieval and use of the information provided to me in connection with Price Alert. I will not redistribute any information provided to me in connection with Price Alert. I understand that Price Alert is for informational purposes only and is not intended for the purpose of making decisions, taking action, trading or investing. Therefore, I am solely responsible for any decision, action, trading or investing made on information provided to me in connection with Price Alert. You and your Information Providers do not read replies sent to the Price Alert e-mail address.

6. LIMITATION OF LIABILITY

You will make every reasonable effort to provide me with access to my Account or any Services either directly or through an Electronic Access Device. You will not be liable to me or others for any loss including any failure to obtain a profit, costs or damages which I may incur if access to my Account or any Service is not available or is delayed due to:

- (a) periods of increased volume or market activity or to allow for systems maintenance, updates or for any other reasonable cause;
- (b) acts beyond your reasonable control including but not limited to acts of God, strikes, postal interruptions, lock-outs, riots, acts of war, epidemics, fire, communication line failures, power failures, equipment or software malfunction, earthquakes or other disasters; or
- (c) government restrictions, exchange or market rules, suspension of trading.

In addition, and without limitation, if I access my Account or any Service through an Electronic Access Device, you will not be liable to me or to others for any loss including any failure to obtain a profit, costs or damages that may arise by:

- (a) any act or omission in the course of or in connection with the operation of any Electronic Access Device;
- (b) communication malfunctions that affect the accuracy or timeliness of messages or Electronic Instructions between us and/or prevent them from being transmitted in whole or in part;
- (c) if I make a mistake when inputting an Electronic Instruction; or
- (d) if I fail to log off when I leave my personal computer and someone else accesses my Account or any Service.

You are also not responsible for any harm or loss to my personal computer or any records or data.

7. CHANGES TO THIS AGREEMENT

You may amend any provision of this Agreement by providing me with notice of the amendment(s) either before or after such changes take effect. Notice may be provided to me through an Electronic Access Device. If I continue to access my Account(s) or any Service or if I maintain any funds or securities on deposit in my Account(s) after the effective date of the amendment(s) that will show I agree and consent to the amendment(s).

8. TERMINATION

You may terminate this Agreement at any time without notice. You will have no liability for any loss or inconvenience which may result.

9. OTHER AGREEMENTS

If there is a conflict between a term in this Agreement and the customer agreement governing my Account, the terms of the customer agreement governing my Account will apply to the extent necessary to resolve the conflict. The terms, rules, procedures, fees and charges set out in any written or computer-generated instructions, manuals or other such documents relating to an Account or any Services form part of this Agreement.

10. PROPRIETARY INTEREST

Market data and other information provided through the Services is proprietary to you, the appropriate Information Provider(s) and their licensor(s) and is protected by applicable copyright law. I will not reproduce, sell, distribute, publish or commercially exploit the data without the express written consent of you and the appropriate Information Provider(s), such as applicable. I will only use the market data and information for my own personal or business use.

11. LINKS TO OTHER WEBSITES

You are not responsible for any non-DGM websites that I may access through a link from your website or any related DGM website. When I access a non-DGM website, I understand that it is independent from DGM and that DGM has no control over the content on that website. The content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by DGM Bank & Trust Inc. or DGM.

12. GOVERNING LAW

This Agreement shall be governed by the laws of Barbados.

13. ENGLISH LANGUAGE

I want this agreement and any related documents to be in English.

October 1st, 2001