

Choice Bank Ltd. Funds Availability Policy

1. It is the Bank's policy to provide you with early access to deposits credited to your Account within the guidelines of sound banking practice.
2. Subject to Belize and other applicable law and correspondent banking requirements and as otherwise expressly set forth herein, you may make withdrawals from and fund transfers or other payment transactions with respect to your Account in accordance with this Policy and as the Bank otherwise permits.
3. Subject as otherwise expressly provided herein, unless the deposit is held for a fixed term, wire transfers and other deposits will generally be available on the first business day after the Bank credits your deposit to your Account save that the Bank may require up to 30 days' prior written notice of withdrawal from any demand deposit, savings or other Account.
4. Unless the Bank agrees otherwise, withdrawals and other fund transfers must be drawn on deposits already credited to your Account in the denomination of your Account, and may only be made through withdrawal orders or instructions ("Authorized Instructions") the Bank approves for use with your Account.
5. In connection with any Authorized Instructions, the Bank may from time to time additionally request you to provide identification, customer signature, financial or other information or supporting documentation acceptable to us to validate your identity and the instruction prior to the withdrawal.
6. Notwithstanding receipt of any Authorized Instruction or other instruction, order, right or interest to deposit or withdraw funds, transfer funds or make payments to or from your Account, the Bank may limit, restrict, prohibit, modify, suspend, refuse or administratively freeze or otherwise place a hold on your access to or use of your Account, based on any one or more of the following:
 - a. any attempted deposit, withdrawal, fund transfer, payment or other transaction, in our opinion, does not comply with the requirements of the Agreement, including this Policy, or does not comply with, or is in violation of or may be in violation of, any applicable laws;
 - b. an adverse claim is asserted against your Account or any funds in the Account, or a garnishment, attachment, levy, order, judgment, directive or other legal process is served on us relating to you or the Account or is levied or filed against the Account or the funds in the Account;
 - c. adverse information in credit reports;
 - d. our adverse experiences with you relating to the Account, other Accounts you maintain with us or any of our affiliates, or other relationships you have with us or any of our affiliates, including your default under any agreement or credit relationships with us or our affiliates or the default by any other person under any credit relationship where you are a guarantor or other supporting obligor;
 - e. the Bank suspects that irregular, unauthorized or illegal activities may be involved with your Account;

- f. the Bank's current and forecast liquidity, and any actual or potential constraints or shortfalls in respect thereof as determined by the Bank from time to time, having regard to the interest of depositors and other creditors of the Bank as a whole;
 - g. statutory liquidity requirements of the Bank, statutory capital adequacy requirements or any applicable Central Bank of Belize directive, if any;
 - h. any applicable law;
 - i. as a matter of necessity in the interest of depositors and other creditors of the Bank as a whole, as determined by the Bank at its sole discretion from time to time; or
 - j. any other commercially reasonable reason as determined by the Bank at its sole discretion from time to time.
7. The Bank will not be required to provide you with prior notice before the Bank exercises any of the foregoing rights.
8. The Bank will notify you of the reason why such action is taken within a reasonable period of time after the action is taken, unless the Bank is prohibited from notifying you by any applicable laws or for security reasons.
9. The Bank will not have any liability to you or any other person if the Bank does any one or more of the foregoing for any of the reasons just stated, and the Bank will not have any liability to you or any other person based on the timeliness of any notification to you regarding any of the foregoing.
10. This Policy is hereby reduced into writing for the purposes of publication and the terms hereof shall be deemed to be incorporated in and made a part of the Depository Agreement General Terms and Conditions for all purposes as if fully set forth therein.
11. If any item or provision contained in this Policy or any part of it (the **Offending Provision**) is declared or becomes unenforceable, invalid or illegal for any reason whatsoever, including, but not detracting from the generality of the foregoing, a decision by the competent domestic courts, an act of the legislature or any statutory or other byelaws or regulations or any other requirements having the force of law, the other terms and provisions of this agreement shall remain in full force and effect as if this funds availability policy had been executed without the Offending Provision appearing in it.