



DATE:.....

**NCB BUSINESS PREMIUM PLAN AGREEMENT**

For purposes of this Agreement, NCBJ refers to National Commercial Bank Jamaica Limited, a company incorporated under the laws of Jamaica and having its registered office at 32 Trafalgar Road, Kingston 10, in the parish of Saint Andrew, of the one part, and the words “you” and “your” refer to the company / business entity of the other part that has agreed to the terms and conditions of this agreement through the person(s) authorized to sign on behalf of such company / business entity appending his / her / their respective authenticated signature(s) to this document.

This document (**The NCB Business Premium Plan Agreement**) governs the terms and conditions of the NCB Business Premium Plan facility and sets out NCBJ’s and your respective responsibilities under the NCB Business Premium Plan facility (hereinafter called “Business Premium Plan”).

- **BUSINESS PREMIUM PLAN:** To avail of the NCB Business Premium Plan facility, you are required to operate a current account maintaining a minimum monthly credit balance of JMD200,000. Under this agreement, you are entitled to the following:

<b><u>PRODUCT / SERVICE</u></b>	<b><u>FEATURES / ENTITLEMENTS</u></b>
<b>Business Current Account</b>	<ul style="list-style-type: none"> <li>• No monthly service charge provided that the JMD200,000 minimum monthly balance is maintained.</li> <li>• Overdraft protection, including uncleared effects limits (<b>Subject to qualification</b>)</li> <li>• No charge for your first set of 600 cheque leaves (Excludes specially printed cheques).</li> <li>• One (1) free night depository bag.</li> <li>• One (1) free audit confirmation per annum.</li> </ul>
<b>Liquidity, Cash Management, &amp; Investment Services</b>	<ul style="list-style-type: none"> <li>• Free online (internet) banking for enquiries, electronic statement files, and download of account information.</li> <li>• Waiver of the per employee fee for automated payroll service through NCB e-Link.</li> <li>• Free Sweep facility.</li> <li>• 50% discount on Standing Instructions.</li> </ul>

- **MINIMUM MONTHLY BALANCE REQUIREMENT:** In order to access the value-added features and benefits stated above, you are required to maintain a minimum monthly credit balance of JMD200,000 in your business current account. This minimum monthly credit balance is calculated by taking the lowest end-of-day balance throughout each month.
- **FEES AND CHARGES:** NCBJ reserves the right to apply a monthly service charge based on the existing Business Current Account Scheme in the event that your minimum monthly credit balance falls below the JMD200,000 requirement. Any such service charge will be calculated and applied to your account at the end of the month of your failure to maintain the stipulated minimum monthly credit balance.

The end-of-day balances on your Business Current Account throughout each calendar month will be used to determine whether or not a monthly service charge is applied.

Service charges will be deducted from your Business Current Account, or other deposit account, in that order, depending on the available balance in your Business Current Account.

Any service charge applied to your account will appear as a charge on your current account statement.

- **AMENDMENTS TO THIS AGREEMENT:** NCBJ reserves the sole right to vary the terms and conditions contained in this Agreement and the fees, charges, and other terms and conditions described in other documents incorporated by reference.

- **TERMINATING THIS AGREEMENT:** NCBJ reserves the right to terminate this Agreement at any time by giving thirty days notice in writing. NCBJ is not obliged to stipulate any reason for so terminating the Agreement. The termination will not affect your obligations under this Agreement for transactions initiated prior to termination. Failure to meet the required minimum monthly credit balance requirement for six consecutive months will result in immediate termination of your Business Premium Plan without notice.

You may terminate this Agreement by giving thirty days notice in writing.

- **APPLICABLE LAW:** This Agreement is governed by the laws of Jamaica. If there is any conflict between this Agreement and applicable law, this Agreement will be considered changed to the extent necessary to comply with the law. If any provision in this Agreement is declared invalid, unenforceable, or illegal, that part will not affect the validity of the other provisions in this Agreement.
- **SHARING INFORMATION REGARDING YOUR NCBJ RELATIONSHIPS:** By executing this Agreement, you hereby agree that NCBJ and its subsidiaries reserve the right to share customer transactions and information with each other through a central information system.
- **NOTICES:** Notices sent to you will be considered effective if mailed to your address on our records. Unless otherwise provided in this Agreement, notices from you must be in writing and will be effective upon receipt. All notices (including any returned to us as undelivered) are considered delivered to you on the date of posting. NCBJ is not responsible for notices lost in transmittal.

I/We confirm that I/we understand and agree to be bound by the terms and conditions herein contained including, but not limited to the Agreements (mandates) applicable to each product, account, or service which I/we obtain from NCBJ and its subsidiaries. I/We also agree to pay all fees associated with such products, accounts, and services.

**REGISTERED NAME OF COMPANY / ENTITY:**.....

**ADDRESS OF COMPANY / ENTITY:**.....

**AUTHORIZED SIGNATORIES**

<u>NAME</u>	<u>POSITION HELD</u>	<u>SIGNATURE</u>

**NAME OF WITNESS:**.....

**SIGNATURE OF WITNESS:**.....

**COMPANY SEAL:**