

STANFORD INTERNATIONAL BANK LTD.  
U.S. ACCREDITED INVESTOR CERTIFICATE OF DEPOSIT PROGRAM

SUBSCRIPTION AGREEMENT

You as the Depositor have agreed to make a deposit in a U.S. Accredited Investor CD, as set forth in this Subscription Agreement, the Investor Questionnaire, and the Disclosure Statement (and any amendments, supplements, or updates thereto or other related documents) (collectively, the "Offering Documents").

You subscribe to deposit the Minimum Balance or any amount in excess of the Minimum Balance, as agreed to by us. You understand that we reserve the right to reject your subscription in our sole discretion for any reason whatsoever or that we may withdraw the U.S. Accredited Investor CD prior to accepting your subscription. In either event, we will promptly return any of your funds that you have previously remitted. We will not pay interest on any funds that are returned to you as a result of our decision to withdraw the U.S. Accredited Investor CD or our decision not to accept your subscription.

Depositor Representations

As a condition to our accepting your subscription, and any subsequent deposits in the case of a Flex CD, you state as follows:

- (a) You have received a Disclosure Statement and other relevant Offering Documents related to the U.S. Accredited Investor CD prior to remitting the Minimum Balance or such other amount in excess of the Minimum Balance. You have read and you understand the Offering Documents, particularly the discussion of the risks associated with the U.S. Accredited Investor CD. In addition, you have had an opportunity to ask SIB questions about, among other things, the U.S. Accredited Investor CD and have had your questions answered to your satisfaction.
- (b) The information set forth in the accompanying Investor Questionnaire is accurate and complete as of the date of this Subscription Agreement, and you agree to notify us promptly of any material change in the information contained in the Investor Questionnaire or if any information in this Subscription Agreement becomes inaccurate.
- (c) You are an "accredited investor" (an "Accredited Investor"), as provided in the qualification conditions in the accompanying Investor Questionnaire and you understand and acknowledge that the U.S. Accredited Investor CD has not been, and will not be, registered under the Securities Act of 1933 ("Securities Act") in reliance on exemptions for private offerings. You certify that the information provided in the Qualifications section of the accompanying Investor Questionnaire is true and correct, and you understand that we are relying on such information in our decision to accept your subscription.
- (d) You understand that you are not permitted to resell, pledge, lend, mortgage, or otherwise transfer your U.S. Accredited Investor CD in the absence of our approval. You should view the U.S. Accredited Investor CD as an illiquid investment, and be prepared to bear any economic and financial risk that you may experience until maturity.
- (e) You or your duly appointed advisor have knowledge and experience in financial, tax, and business matters such that you or your advisor are capable of making an informed decision to acquire a U.S. Accredited Investor CD, in light of its merits and risks.
- (f) You are acquiring a U.S. Accredited Investor CD for your own account and not with a view for resale or further distribution not otherwise permitted under the Securities Act.
- (g) You have relied on your own resources in deciding to acquire a U.S. Accredited Investor CD and you understand that neither we nor any of our representatives, in offering you the U.S. Accredited Investor CD, are acting as your legal or tax advisors.

(h) If you are a natural person, you are of legal age and capacity to execute, deliver and perform under this Subscription Agreement and the Investor Questionnaire.

(i) If you are a corporation, partnership, trust or other entity, you have the capacity to execute this Subscription Agreement and the Investor Questionnaire; the person signing on your behalf has the authority to execute such documents; and such documents are legal, valid, and binding agreements of yours.

(j) You understand that we intend to rely on your representations for purposes of accepting your deposit and subscription for the U.S. Accredited Investor CD and you will indemnify us against any losses, fines, or other costs (including reasonable attorney's fees) that we may suffer as a result of your breach of a material provision of this Subscription Agreement or the Investor Questionnaire.

(k) You understand that this Subscription Agreement shall be construed in accordance with and governed exclusively by the laws of Antigua and Barbuda, and you consent to the exclusive jurisdiction of the courts in Antigua and Barbuda in relation to any action or proceeding arising under this Subscription Agreement.

Notices

Any notice required or permitted to be given to a Depositor in relation to the U.S. Accredited Investor CD shall be sent to the address specified in Item 1 of the Investor Questionnaire accompanying this Subscription Agreement or to such other address as you provide to us.

IN WITNESS WHEREOF, the Depositor(s) has(ve) executed this Subscription Agreement, intending to be legally bound, on this 25th day of FEBRUARY, 2004.

Signature: 

Name (please print): DANIEL A CAMPBELL

Title (if applicable):

Signature: 

Name (please print): HOLLY M CAMPBELL

Title (if applicable):

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

Signature: \_\_\_\_\_

Name (please print): \_\_\_\_\_

Title (if applicable): \_\_\_\_\_

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