

# AGREEMENT

## Commercial Deposit Accounts

### BANCO POPULAR DE PUERTO RICO COMMERCIAL DEPOSIT ACCOUNTS AGREEMENT

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Count on us



## WELCOME TO BANCO POPULAR DE PUERTO RICO

### Introduction

Thank you for opening your commercial deposit account with us. We appreciate your trust and the opportunity to serve you.

This Commercial Deposit Accounts Agreement (the "Agreement") is made between Banco Popular de Puerto Rico (the "Bank") and the owner ("You") of the commercial deposit account as specified in the Account Opening Addendum ("Account Addendum") of this Agreement (the "Account").

**READ THIS AGREEMENT AND THE APPLICABLE ADDENDUMS CAREFULLY**, since they contain the terms, conditions, and disclosures that apply to the Account and the other ancillary services that You can elect to receive and govern your relationship with the Bank. This Agreement and any addendum can be amended or complemented from time to time to meet its needs. Depending on the type of Account You have opened, this Agreement may include separate disclosures. This Agreement, the Account Addendum and any additional separate disclosures constitute your Agreement with us and You must read them together. We recommend that You retain, for as long as your Account is open a copy of this Agreement, the Account Addendum, and any future amendments to these documents.

This Agreement, its amendments, the Account Addendum and any other documents relating thereto, to the extent that are signed and delivered or transmitted by electronic means, shall be treated and considered, for all purposes, as a legitimate and authentic original document and shall be deemed to have the full force and effect of law that the document would have if it had been hand signed and delivered in person. The parties to this Agreement acknowledge that they will not use the digital or electronic signature method, or the event of delivery and transmission of the document by electronic means to challenge the formation, effect, and validity of this Agreement, its amendments, the Account Addendum, and any other documents related thereto.

### I. GENERAL PROVISIONS

#### A. Service Contracting

The Bank may offer You, from time to time, various commercial services that are tied to or will be tied to the Account (the "Services"). You must maintain your Account with the Bank to receive these Services. The Services will be subject to the terms and conditions of the Service Agreement. If You wish to receive one or more of the Services offered by the Bank, You must contact your Account Representative.

#### B. Applicability

By opening your account and acknowledging receipt of every opening document of your account, You agree to the terms and conditions of this Agreement and any applicable disclosures. Except for the provisions related to the services that were contracted prior to the effective date of this Agreement, the provisions contained in this Agreement apply to new and existing accounts and supersede all prior agreements relating to your Account, including oral or written representations or declarations. The Services that were contracted prior to the effective date of this Agreement will be subject to the service provisions included in the past Agreement and the addendums applicable to each service.

#### C. Interpretation of this Agreement

1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable or in conflict with any rule, regulation or applicable law, by a court with jurisdiction or competent authority, such clause will be considered modified as applicable. If this is not possible, such clause will be

considered as excluded from this Agreement and the remaining provisions of the Agreement will remain in full force and effect.

2. In the event of a conflict between the terms and conditions of this Agreement and the terms and conditions in the Account Addendum, the Account Addendum will prevail.
3. In the event of conflict between the Spanish and English versions of this Agreement, the Spanish version will prevail.

#### D. General Representations

At the time of opening the Account, and at any time thereafter while the Account is open, You will represent and guarantee the following:

1. All of the information provided by You in relation with the opening of the Account is true, correct and complete.
2. The Account is to be used only for commercial purposes and not for personal or family purposes.
3. The Account will be opened by a legal entity whether for-profit or non-profit, such as a corporation, partnership, or limited liability company, that is duly organized and/or authorized to do business in Puerto Rico or created by virtue of law. If the Account is not opened by a legal entity then it will be open by an association or an individual(s) doing business, under a trade name, in Puerto Rico who is duly registered with the relevant government agencies in Puerto Rico or is (are) professional(s) in the exercise of their profession with the required licenses in Puerto Rico.

#### E. Information about You

1. When applying to open the Account, You consent to the Bank obtaining your credit information from credit rating agencies. This consent applies at the moment of opening the Account and thereafter in accordance with the regulations applicable to such credit information.
2. You, whether a corporation, partnership, association, non-profit entity, or any other entity or individual doing business under a commercial name or trade name, will provide the Bank such documents and information that the Bank requires to comply with federal or local laws, including the presentation of periodic financial information.

#### F. Business Days, Business Hours, and Effective Date of Transactions

The Bank's business days are Monday through Friday, except federal holidays ("Business Day"). Although the Bank may open for business certain Saturdays, Sundays and federal holidays, these days are not considered Business Days. The Bank's business hours are posted at each branch and may be subject to change, at the Bank's discretion. "Cut off Time" refers to the time limit established by the Bank for receipt, processing, transmission, cancellation, and amendment of payment orders.

#### G. Applicable Law

This Agreement, and the rights and obligations under the same, will be governed by and interpreted in accordance to the laws and regulations of the Commonwealth of Puerto Rico and by pertinent provisions of applicable federal laws and regulations.

#### H. Final Agreement

This Agreement, the Account Addendum and any other addendum applicable to the Account constitute the final agreement between the parties. Any written or

verbal agreement made prior to this Agreement is hereby expressly cancelled and revoked. Any addendum, exhibit or attachment to this Agreement will be considered included herein and will become part of this Agreement. You acknowledge and agree that your contractual relationship with the Bank is subject to the provisions of this Agreement.

**I. Amendments**

Except as otherwise provided in this Agreement and except as prohibited by law, the Bank reserves the right to notify You of any amendment to the terms and conditions set forth in this Agreement, the Account Addendum, and any other addendum applicable to the Account. The Bank may notify You of any amendments to the terms and conditions of this Agreement and the Account Agreement, as required by applicable law, including, but not limited to, by posting a notice at our bank branches or on our website [www.popular.com](http://www.popular.com), by mail to the last address we have on file, and/or by notice on your account statement. You will be deemed to have accepted the amendments made to the Agreement if You continue to use the Account.

**J. Assignment of Agreement**

You may not transfer or assign this Agreement to any other person or entity. The Bank may transfer its rights, in which case You will be notified.

**K. FDIC Insurance**

The Federal Deposit Insurance Corporation (FDIC) is an agency of the United States government that insures the funds in your deposit accounts at the Bank. Deposits at FDIC-insured institutions are currently insured up to \$250,000 per depositor and separate coverage is provided for deposits held in different account ownership categories. FDIC insurance only applies to accounts held in the United States, and its territories and possessions, including Puerto Rico and the U.S. Virgin Islands. For more details, see the FDIC's brochure or visit the FDIC's website: [www.fdic.gov](http://www.fdic.gov).

If You have opened a deposit account on behalf of the beneficial owner(s) of the funds in the account (for example, as an agent, trustee, custodian, or funds held in some other capacity for the benefit of others), those beneficial owners may be eligible for FDIC pass-through insurance in the event of a bank failure. This means that the account could qualify for insurance of more than \$250,000, which is currently the standard maximum amount of deposit insurance. If the Account has transactional features, You, as the account holder, must be able to provide a record of the interests of the beneficial owner(s) in accordance with FDIC requirements, as specified below. The FDIC has published a guide that You can access at [www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html](http://www.fdic.gov/deposit/deposits/brokers/part-370-appendix.html) that describes the process to follow and the information You will need to provide in the event of a Bank's failure.

In addition, the FDIC publishes an Addendum to the guide, Section VIII, which sets forth the FDIC's alternative recordkeeping requirements for pass-through insurance. This Addendum sets forth the FDIC's expectations for pass-through insurance coverage of any deposit account. The Addendum will provide information about the records maintained of the beneficial owners of the funds, identification information of the holders, and the format in which the records must be provided to the FDIC in the event of a bank failure. You must provide this information in a timely manner in order to receive payment of the insured amount of pass-through deposit insurance coverage as soon as possible.

You agree at all times to cooperate with the Bank and the FDIC in determining the insured status of funds in such accounts. In the event of a bank failure, You agree to provide the FDIC with the information described above in the required format within 24 hours of the bank failure. As soon as a receiver is appointed, a hold will be placed on your account and that hold will not be released until the FDIC determines that You have provided the necessary data to allow deposit insurance to be calculated. You understand and agree that failure to provide the necessary data to the FDIC may result in a delay in the delivery of the insured funds and may result in legal claims against You by the beneficial owners of the funds in the account. Notwithstanding any other provision in this Agreement, this section survives after a receiver is appointed for the Bank and the FDIC shall be deemed a third-party beneficiary of this section.

**L. Termination**

1. The provisions of this Agreement shall remain in full force and effect until any of the parties notifies to the other party its intention to cancel the Agreement. Any of the parties may terminate this Agreement, at any time, by providing prior written notice to the other party. The Bank reserves the right to cancel this Agreement at any time, without prior notice to any of the parties, if any of the following events or circumstances occur: (a) You violated or failed to comply with any applicable laws or regulations or any of the terms, covenants, representations or warranties included in this Agreement (b) You have not complied with the payment or other reimbursement agreed upon, (c) a court or competent government authority issues a writ of attachment, pledge order, or lien for any portion of your Account, assets or properties, (d) Your business closes or You become insolvent or bankrupt; and (e) You fail to comply with other agreements made with the Bank or any other document that evidences your debt to the Bank.
2. The Bank shall not be liable for the payment of payment orders after said notice of termination is delivered. You will be responsible for all transactions in progress and obligations under this Agreement, until the date of termination of this Agreement. Any service charges owed by You on the date of termination, must be paid immediately. However, the Bank may exercise its right to set-off any such owed amounts against the Account.
3. Upon termination of this Agreement, You will delete or destroy any corresponding intellectual property of the Bank that may be stored in your computer memory or any other data bank in your possession. If the Bank terminated this Agreement because You incurred in a violation, it has the option to declare due and payable immediately any fees payment under this Agreement. The parties understand and agree that termination of this Agreement does not give You the right to claim any compensation from the Bank, under any pretext, including, but not limited to, loss of income, loss of good-faith, or any direct, indirect, consequential, punitive, or exemplary damages.
4. All warranties, representations, and covenants will remain valid and binding, after the termination of this Agreement.

**M. Announcements and Notifications**

1. You must notify the Bank, in writing, of any changes in your mailing address at which You receive Account Statements, reports, notices, and any other Bank mail. The effective date of any changes will depend on the date when the Bank receives your notification and, as such, any such changes may be effective during the current cycle or the next cycle. The Bank shall not be

liable for delays in the receipt of Account Statements, reports, or any other notice or mail, if You do not notify your change of address as established in this Agreement.

2. Except in instances where local or federal regulations require the use of a particular delivery method, the Bank may send correspondence, announcements, communications, or notifications relating to the Account in writing via email, fax, mail, or personal delivery at the address specified in the Account Addendum or any other addendum related to the Account and will be effective from the date of shipment or as established in the correspondence.

#### N. **Account Statement: Reports and Forms**

1. The Bank will send You a periodic Account Statement, reporting all transactions made in the Account during the Account Statement period. You may receive your periodic Account Statement: (a) in print at the last address on record at the Bank, or (b) electronically through the e-Commercial Statement service.
2. You will receive with the periodic Account Statement an electronic version of all cleared checks, and any other item processed during the Account cycle. The Bank reserves the right to retain and destroy original checks and documents, substitute checks, or other original effects.
3. The Bank shall retain a copy of both sides (front and back) of all items stored by electronic media. The copies of the checks, substitute checks and items stored by the Bank will be retain for the retention period required by law.  
You may request certified copies of account statements, checks, substitute checks, or other items at any branch of the Bank in Puerto Rico, or by calling Business Banking Center. The Bank will send You the copies within a reasonable period of time after receipt of your request. You will be responsible for payment of any fees for reproduction and delivery of documents.
4. You are responsible for notifying the Bank immediately, in writing or by phone to the Business Banking Center, if You have not received your Account Statement within thirty (30) calendar days of the closing date of the cycle.
5. You agree that You are responsible for verifying all information provided by the Bank in order to identify any unauthorized charges, including, but not limited to, altered checks, checks issued with forged or unauthorized signatures, or any omission or discrepancy. To this effect, You will promptly revise and reconcile all reports that are described in the Agreement, Account Statements and any attached documents, files, announcements, correspondence, or notification (in general, the "Report") received from the Bank.
6. If You find any omissions, error or discrepancies between your records and the information provided by the Bank, or if You have any objections, You must notify the Bank, in writing, within thirty (30) days of the date of the Report, so that the Bank may investigate the claim and take any necessary action. The Reports will be accepted as correct, unless You notify the Bank within the prescribed time. You agree that, if You fail to provide notice of omission, error or discrepancy within thirty (30) days of the date of the Report, the Bank shall not be liable for any debits and credits or charges to your Account resulting from such omissions, error or discrepancies or for losses resulting from related subsequent occurrences. You acknowledge and

agree that You will release and hold harmless the Bank from any liability with respect to any such omission, error, or discrepancy.

7. The Bank will process the investigation according to ordinary procedures for management of claims. The Bank reserves the right to request, and You must submit any documents or sworn statements needed for processing a claim under this section. The Bank will inform You of the results of the investigation within a reasonable period of time.
8. To facilitate the prompt processing of your transactions, You must use the forms provided by the Bank, including printed deposit slips. Also, You agree to comply with the format requirements that from time to time the Bank establishes for printed checks. Although the Bank may, at its discretion, contact You to verify this information, it is agreed that the Bank will not be responsible for any errors due to incomplete or illegible information provided by You on such forms. It will be your responsibility to obtain checks from appropriate check- supplying companies that comply with the Bank's processing and quality requirements.
9. You acknowledge that the Account may be subject to Automated Clearing House (ACH) debits originated by third parties. NACHA regulations, which govern ACH transactions, establish the terms that will apply to claims between banks related to these transactions. In the case of commercial accounts debits, claims due to non-authorized ACH debits could be required to be made as early as within 24 hours after the debit. You must therefore review the transactions in your Account on a daily basis to make sure to detect and notify to the Bank any non-authorized ACH charge, thereby increasing the available mechanisms and possibilities of collection from the originator of any non-authorized transfer.

#### 10. **e-Commercial Statements**

You may choose to receive your Account Statement electronically. If You need to receive your Account Statement both electronically and on paper, You will be charged for the services the amount set in the Service Agreement and any other related addendum.

The person authorized to contract the E-Commercial statement services will appoint an administrator for use of the service. The administrator will be able to see the last eighteen (18) account statements and edit (add, eliminate) the users that receive the commercial deposit account statement.

The Bank will send You an e-mail, informing that your Account Statement is available. All Accounts that share the same e-mail address will be included in the notice and You may access such accounts from the same list in the portal. You do not need to receive a notice to access your Account Statement at any time.

You will be responsible for establishing a password and saving the Account Statements. If You need paper statements at any time, You may order a copy at the Business Banking Center by calling 787-756-3939 or 1855-756- 3939. An additional charge will apply.

The Bank is not responsible for verifying if You or any authorized person received the Account Statement.

#### O. **Charges**

1. You shall pay the Bank the corresponding monthly service charges stipulated in the Account Addendum to this Agreement and any other charges related

to the Account, as stipulated in the Account Addendum (collectively referred to as “Service Charges”).

2. We reserve the right to change the account billing method to Account Analysis (ANP), depending on the volume of transactions, behavior or other factors determined by the Bank, and will notify You for those purposes. Account Analysis refers to an alternate billing method that consolidates all charges into a single account statement and allows You to consolidate for balances in the checking account.
3. You understand that Service Charges do not include any additional or special services that You may request, not established in this Agreement or the Account Addendum, such as check printing charges, or copies and delivery of documents and information etc.
4. You are also required to pay the Bank on demand, any rent charges, contributions, or any other taxes for the use of the account or the services provided by the Bank under this Agreement that any Government entity may impose. Taxes on municipal licenses or on the Bank’s net taxable income are excluded.
5. You authorize the Bank to debit the Account every month for the corresponding Service Charges and fees for any other additional services You request. Nevertheless, if necessary, the Bank may use any other collection method that it has the right to use by applicable law. Any unpaid balance will accrue interest in accordance to the Bank’s rates in effect at the moment.
6. The Bank may charge Service Charges from time to time, provided it sends a written notification notifying the change and the effective date.
7. Any changes or requirements requested by You for this Agreement may result in changes to Service Charges. You must maintain sufficient funds in the Account to cover payment of charges imposed by the Bank under any clause in this Agreement. The Bank will not be responsible for any check or withdrawal order that is rejected due to insufficient funds in the Account as a result of Service Charges debited to the Account.

**P. Arbitration**

1. You and the Bank agree that any controversy or claim between yourselves or against any agent, employee, successor, or designated agent, whether or not related or not to this Agreement, and any claim or dispute related with this Agreement or to the relation or duties established in this Agreement, including the validity of this arbitration clause (the “Claim”), shall be resolved by mandatory arbitration, administered by the American Arbitration Association, in accordance to the Commercial Arbitration Rules in force, and must be held in the Commonwealth of Puerto Rico. The arbitration will be governed by the Federal Arbitration Act of FAA, Title 9 of the United States Code, Sections 1 through 16 (9 U.S.C. §§ 1-16) excluding any local rights provision that is inconsistent with or will produce a different result. Only one neutral arbitrator will determine the Claim and make a final decision, according to applicable law. Strict confidentiality will rule arbitration procedures, including the information submitted by the arbitrator and the decision or indemnification granted by the arbitrator. Any court with jurisdiction may dictate sentence once the arbitrator makes a decision. The aforementioned terms will not limit the obligation of a party to defend, indemnify, or release the other party of any judicial procedure or other claims, losses, damages, or expenses.

2. The procedures specified in this article will be unique and exclusive for the resolution of disputes between You and the Bank that arise or are related to this Agreement; disposing, however, that a party can request temporary injunctive relief in a court of competent jurisdiction in order to maintain statu quo, or for the protection of goods or property until the arbitration process is initiated and the selected arbitrators have had the opportunity to resolve the request for temporary relief.
3. Each party is responsible of fulfilling their obligations under this Agreement while final resolution of a Claim is pending, unless doing so is impossible or impractical under the circumstances.

**Q. Compliance**

You agree to use the Account only for lawful purposes and in accordance with applicable laws and regulations, including anti-money laundering laws. You acknowledge and agree that in order to comply with the Bank’s internal policies and/or applicable law [including the executive orders and regulations of the U. S. Department of Treasury’s Office of Foreign Assets Control (OFAC)], the Bank may be required to block funds, freeze funds, and/or forfeit funds to appropriate authorities, and to obtain information about the origin of funds and transactions.

**R. Computer Software**

1. The Bank uses software created by third parties, bearing no relation to the Bank, which are commercially available to provide Banking Service, including but not limited to Internet Banking Services to commercial accounts.
2. By agreeing to use said software, You are accepting the non-exclusive, non-transferable licenses of the aforementioned third parties. No employee of the Bank is authorized or has the power to make any amendments, changes, or deletions to any of the terms or conditions of said licenses.
3. You agree to use the software as is. The Bank makes no representations or warrants with respect to the software, including, but not limited to, any implicit guarantee that it will be suitable for a specific purpose, interest, or use.
4. If the software is defective, or damaged, the Bank will provide repair, correction, or replacement services, provided that You have used it properly.

**S. Limitation of Liability and Indemnity**

1. The Bank shall exercise due care and diligence in the performance of its obligations under this Agreement. However, unless an applicable law or regulation applicable to the Bank stipulates the contrary, the Bank shall not be responsible for compensating You for any damage, expense, cost, or loss of any kind that may occur as a direct or indirect result of rendering the services, except when the Bank’s intentional acts or gross negligence cause You direct financial damage. In such case, the Bank’s responsibility shall be limited to the amount of the transactions in controversy. To the extent that the resulting damages could have been avoided or mitigated if You reasonably verified the information provided by the Bank, the Bank will be exempt from any responsibility. Under no circumstances shall the Bank be responsible to You for indirect, emotional, special, or punitive damages, even though the Bank may have been advised of the possibility of such damages.
2. The Bank shall not be responsible, nor shall it be under any obligation, to third parties (including, but not limited to, any of your partners, stockholders, directors, officers, agents, employees, clients, or providers) for

rendering the services to You in compliance with the terms and conditions of this Agreement and the Account Addendum. Except in the event of gross negligence or willful misconduct by the Bank, the Bank will not be responsible to You or third parties for damages arising from, or allegedly caused by, any act or omission by the Bank under this Agreement or the Account Addendum. You agree to indemnify and hold the Bank harmless from any claim or threat against the Bank that may seek to impose liability against the Bank in these cases.

3. The Bank shall not be responsible for non-compliance with any provision of this Agreement if said noncompliance is caused, in whole or in part, by circumstances beyond the control and responsibility of the Bank, including, but not limited to: hurricanes, storms, earthquakes, pandemic, communication failures, telephone or electronic power services interruptions, mechanical defects in the equipment used in rendering the services, labor disputes, explosions, accidents, fires, floods, war, criminal or terrorists acts, government agency acts, third persons acts, or any other acts of God or force majeure. In any of these events, the Bank's responsibility shall be limited to restoring banking service as soon as possible and to provide reasonable means of communication to guide and instruct You the procedures to be followed while the banking service remain interrupted due to the emergency, all this if possible under the circumstances.
4. In addition to the limitations on responsibility provided in the terms and conditions of this Agreement, and except as provided by law, the Bank shall not be bound nor responsible for (a) any interruption in the services that may result from government restrictions, market, or exchange regulations, (b) any act, failure to act, insolvency, or notification of insolvency to the Bank from the National Automated Clearing House Association (NACHA) and any of its members, or from any other financial or third party institution; or (c) any error, omission, lack of accurate information in any notice or communication that the Bank receives from another financial institution, automated clearing house operator, or the Federal Reserve Bank.
5. The Bank shall not be responsible or liable if your instructions for transfer of funds (a) mistakenly direct payment to a person other than the one intended by You; (b) mistakenly allocate payment for an amount larger than You intended; (c) mistakenly duplicate transmission of instructions previously given by You. In such cases, You are responsible for payment of the amount requested in the fund- transfer instructions.
6. The Bank will not be liable for your mistakes regarding the amount, accuracy, timing, or proper authorization of any instructions received from You, or from any other person, including, but not limited to, any Federal Reserve Bank, transmission or communication facility, any deposit-receiving individual or financial institution, including the return of a request by such deposit-receiving individual or financial institution; and such person will not be considered an agent of the Bank.
7. The services provided under this agreement are provided on an "as is" basis and as available. the bank does not provide any guarantee of any whether express or implied, including, but not limited to, warranties of the merchant as to particular skill or purpose, or not to infringe for the services provided by the bank. the bank does not offer a warranty that services will not be interrupted or error free; or as to the results that may be obtained from use of the services. the bank is not liable and expressly disclaims any liability

for the content of any data transferred either to or from you or stored by you or any of your customers via services provided by the bank. no verbal advice or written information offered by the bank will create a guarantee, nor will the customer be able to with such advice or information. the terms of this paragraph shall survive any termination of this agreement.

The terms established in this paragraph will survive any termination of this Agreement.

8. The rights of the Bank under this Agreement shall be cumulative and not mutually exclusive, and the Bank's option to exercise a right or request a remedy shall in no way affect or limit the exercising of the other rights or remedies that the Bank may have by law or Agreement.

**T. Auditing**

The parties agree that the Bank may audit your operations to verify your compliance with the provisions of this Agreement or the Account Addendum, aided by internal or external auditors, subject to prior notification and coordination, as necessary.

**U. Intellectual Property**

1. The Bank warrants it is the sole owner of or is duly authorized to provide banking services and has been authorized by Popular, Inc., to use the trademarks of Popular, Inc. (all brands together known as "Bank trademarks"), of processes, manuals, and software ("Software"), names, logotypes, identification, and all intellectual property related to said Services (all together known as the "Bank's Intellectual Property").
2. You agree that You do not have a license or any rights to Services or the Bank's Intellectual Property, except as provided in this Agreement. You warrant that You will not authorize, directly or indirectly, or attempt to authorize, or in any way transfer or grant to any person the right to use the Bank's Intellectual Property or the WCM Brand.
3. You may not use the Bank's trademarks in any advertisement, promotional materials, or any presentation or financial report that You provide or send to third parties without the prior written consent of the Bank.
4. If this Agreement is terminated, You agree to delete or destroy any Intellectual Property of the Bank contained or printed in promotional material or stored in your computer memory or data bank in your possession, and return any software to the Bank.

**V. Electronic Recording**

You and the Bank agree that they can electronically file and retain all their telephone conversations or data transmissions between them or their agents related to the Account.

**W. Confidentiality**

You recognize that during the term of this Agreement, You may receive Confidential Information of your customers and of the Bank. The term "Confidential Information" includes all confidential and proprietary information related to the Bank's businesses, all customers' information (including personal and financial information) and lists of customers, descriptions and groupings.

The term "Confidential Information" does not include information that (i) is available to the general public by means other than disclosure by one of the parties, (ii) was in possession of the recipient party prior to being provided by the disclosing party, provided that recipient party did not know, after a

reasonable investigation, that the source of said information was protected by a confidentiality agreement with the disclosing party, or by any other contractual, legal or fiduciary confidentiality obligation regarding said information, or (iii) is available to the recipient party from another source that is not the disclosing party and is not subject to a confidentiality obligation.

Unless exempt in writing by the Bank, You may not:

1. Use the Confidential Information for a purpose other than that for which the Confidential Information was disclosed;
2. Disclose the Confidential Information to third parties, unless they have a reasonable need to know it in relation to the Account or any banking service, and only after notifying the Bank about it and after the third parties have agreed to be subject to the confidentiality provisions of this Agreement;
3. Reproduce the Confidential Information for any purpose other than that which may be necessary under this Agreement; or
4. Remove any copyright line from the Confidential Information.

You agree to protect and maintain in strict confidence all Confidential Information and to take all necessary and reasonable steps to protect the Confidential Information in order to avoid unauthorized and/or inadvertent disclosure.

At the request of the Bank, You will promptly return all Confidential Information belonging to the Bank, including all copies of said material.

The Bank will have the right to obtain preliminary or permanent injunctions without the need to present a bond.

#### X. **Reporting to Third Parties Regarding the Account**

The Bank respects Your right to the confidentiality of Account information and will only disclose Account information as permitted by law, pursuant to an order of a government agency or court of law, or if You give us your written authorization.

#### Y. **Security Controls**

You are responsible for maintaining security controls in your communications and system networks used to access the Account. This includes, but is not limited to, maintaining security controls, such as: a) maintaining a firewall system to filter external and internal traffic generated in your communications networks; b) maintaining an antivirus system in each computer and server; c) maintaining the antivirus system in working condition and updated; d) establish and execute processes to update the apps installed in your systems; and e) offer training to your employees about good security practices for using the company's systems.

You represent that You have adopted and will be responsible for maintaining active all the security controls necessary to protect Your access to the Bank's systems and to restrict such access only to authorized persons.

#### Z. **Financial Information**

The Bank may require financial information at any time, including, but not limited to, credit analyses, audited financial statements and tax returns. If You do not agree or cannot comply with such requirement, the Bank may cancel your Account.

## II. **PROVISIONS THAT RULE THE ACCOUNT**

To process transactions, debits, or credits initiated or authorized by You, your Account must remain active during the life of this Agreement.

### A. **Authorized Signatories**

1. At the time You open the Account, You shall appoint the persons authorized to sign payment orders against it ("Authorized Signatories"). The Bank may pay any item bearing an Authorized Signature.
2. You agree to register the Authorized Signatures whenever they have deviated notably from the signatures in the Bank. You agree to release the Bank from any liabilities for not fulfilling payment orders or issues with signatures different from the ones registered.
3. You understand that the process of creating electronic images of checks or other original items with the intent of exchanging information may result in loss of any security features the checks may have. The Bank will not be held responsible for any loss resulting from payment of a substitute check that the Bank would not have paid, had it received the original item with its corresponding security features.
4. In the event of change or death of an Authorized Signatory in the Account, You shall notify the Bank immediately and make the necessary arrangements in the Bank documents to reflect the change of Authorized Signatory, if applicable.

### B. **Facsimile Signature**

1. You may authorize, and the Bank in its sole discretion accepts, the use of machine-reproduced signatures (Facsimile Signature) for an Authorized Signatory of the Account.
2. You will give the Bank a sample of the Facsimile Signature. If You use a Facsimile Signature, You will be responsible for any withdrawals from Your Account that bears or appears to us to bear a Facsimile Signature that resembles or purports to be the signature of an Authorized Signatory. You will be responsible for maintaining strict control of the Facsimile Signature machine and for verifying statements and cancelled checks, or their electronic version, to identify unauthorized use of the machine or device reproducing the Facsimile Signature. You agree that the Bank may comply with payment orders bearing the authorized Facsimile Signature, even if the Facsimile Signature was made by an unauthorized person or by means of a forged facsimile signature machine or device.
3. You agree to reimburse us (and we may charge You from your Account), release, and indemnify us from all claims, costs, losses, or damages, including attorneys' fees and litigation expenses, resulting from our payment of a withdrawal with a facsimile signature that resembles or purports to bear the signature of an Authorized Signatory.

### C. **Check Verification**

We receive checks in large volume. For this reason, as well as compliance with expedited funds availability laws, it is required of us to use automated check processing procedures. Like most banks, we select some checks for review based on certain criteria that change from time to time. This means that most checks are processed based on the information contained in the Magnetic Ink Character Recognition (MICR) line along the bottom edge of the check and not on the individual verification of your dates, signers, legends, or endorsements.

You agree that we will exercise ordinary care to examine only those items that we have identified in accordance with certain minimum criteria that we may establish for inspection purposes.

Because we do not examine most checks individually, it is critical that You exercise caution with your checks, promptly review your statement, and immediately report any suspicious or unauthorized activity to us. You agree that the automatic processing of your checks is reasonable and that You have a responsibility to prevent and report forgeries, alterations, and other unauthorized uses of your accounts or checks.

#### D. Deposits

1. The Bank reserves the right to make electronic versions of checks and other original items received as deposit and to process them electronically. You understand that this process involves destruction of the original checks or items and, on occasion, creation of a substitute check. For purposes of this Agreement, the term “substitute check” refers to a paper reproduction of an electronic image of the original check that complies with the requirements set forth in a federal act known as the Check Clearing for the 21st Century Act (“Check 21”). See Disclosure Related to the Availability of Funds Deposited in Individual Account of this Agreement. These checks have the same legal properties as the original checks issued by You.
2. You may make deposits in person, or by any other method provided by the Bank, such as automated teller machines and deposit boxes. The Bank will not assume responsibility for your deposits until receipt of such deposit is acknowledged. You may not deposit cash in branch deposit boxes. If You do, it will be at your own risk. The Bank’s determination with respect to the amount of cash deposited shall be final.
3. The Bank recommends using personalized deposit slips to expedite credit of deposits into the Account. In You fill deposit slips by hand with the name and account number to be credited, the Bank shall rely on the account number on the slip and will be under no obligation to verify that the account number belongs to the name on the slip.
4. The Bank will credit deposits that comply with the terms and conditions of this Agreement. The Bank may refuse to credit a deposit if the information is incomplete, illegible, inconsistent with the information given when You opened your Account, or if the deposit fails to abide by any of the provisions of applicable law.
5. When a deposit is made to the Account, the Teller will only verify cash. Checks and other items deposited will be verified no later than the following Business Day after the deposit was received. Any discrepancy or omission will be notified to You by mail. The Bank’s determination to this effect shall be deemed correct. The Bank may require from You and You must provide information related with the provenance of the funds to be deposited. The Bank may at any time refuse to accept on deposit any check or instrument with a prior endorsement to that by the account holder or its authorized representative, including bank checks or managerial checks.  
If the Bank determines that the cash deposited was counterfeited currency or that the checks or other items deposited were improperly or fraudulently issued or negotiated or, if the Bank receives a claim to those effects, the Bank may debit any of your Accounts for the corresponding amount. The Bank will notify You of the adjustment to your Account by mail.

6. The Bank may ignore information or legends on checks and other deposited items, other than the signature, the issuing and paying bank information, amount, endorsements, and other encoded information, according to standard banking practice.
7. Upon receipt of checks and other items for deposit or collection, the Bank acts as a collection agent on your behalf, registering items subject to final settlement by the paying bank. In this case, the Bank’s responsibility is limited to exercising ordinary care. Upon final settlement, the item is considered collected. If final payment is not received, or if any item deposited in cash must be reversed for any reason, the Bank is expressly authorized to debit, at any moment and without prior notification, any of your accounts: for the amount of the item, any applicable charge, interest paid on the deposited items, and any other related charges.
8. The Bank reserves the right to accept or limit any deposit, and to require the withdrawal of a deposit when it deems it convenient. When the Bank requires withdrawal of a deposit or any part of it, such deposit will not accrue interest from the date of the request.
9. You agree to pay the Bank any costs incurred in cashing checks that are deposited with the Bank. These costs may be debited from your Account automatically without prior notice.
10. The Bank may require that You to provide certain warranties and indemnities as a condition to accepting as deposit a substitute check from a non-banking entity.
11. You warrant and agree to the following for every remotely created check that we receive from You for deposit or collection: (1) You have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (2) You will maintain proof of the authorization for at least two years from the date of the authorization, and supply us the proof if we ask; and (3) if a check is returned, You owe us the amount of the check, regardless of when the check is returned. We may take funds from your account to pay the amount You owe us, and if there are insufficient funds in your account, You will owe us the remaining balance.  
A remotely created check is a check that is not created by the paying bank and that does not bear a signature applied, or purported to be applied, by the person on whose account the check is drawn.

#### E. Payment Orders

1. The Bank may refuse to pay any check, substitute check, or item against the Account (payment order) if:
2. the item (i) is incorrectly or incompletely issued or endorsed; (ii) is issued in a form that has not been approved by the Bank; (iii) is not authorized for deposit into the Account; (iv) is not authorized for payment; (v) exceeds the frequency or the amount of withdrawals allowed for the type of Account; (vi) is drawn for a smaller amount than the minimum permitted for that type of Account;
3. the Bank becomes aware of the existence of a dispute or potential claim about funds deposited in the account; or
4. if the Account is subject to an attachment or lien, has been pledged to secure an obligation, availability of funds cannot be verified, or the Account is subject to set-off against an amount due to the Bank.



5. The Bank is under no obligation to pay an item drawn against insufficient funds or if You are not in compliance with any provision of this Agreement. If funds are available to cover part, but not all of the items drawn against the Account, the Bank may, at its sole option, determine which items to honor.
6. If the Bank mistakenly returns a payment order, the Bank shall be liable to You only for immediate damages caused by the error, and which You are able to prove irrefutably. Damage to your reputation, business, or other activities shall not be considered.
7. The Bank is under no obligation to pay a check submitted for payment more than six (6) months after it is issued. It may, however, charge your Account for the amount of said check without incurring in any liability.
8. In compliance with the Bank's legal reserve requirements, the Bank reserves the right to require a written notice from You seven (7) days in advance if You wish to withdraw funds deposited in the investment or savings section of an account combined with checking.

**F. Overdrafts**

1. The Bank will determine if an Account has available funds to pay a given item at any time from the time of receipt of said item to the cutoff time established by the Bank for return of the item. This determination is made only once. If upon such determination, it appears that there are insufficient funds in the Account, the Bank is under no obligation to pay said item and may return it. The Bank is not required to send notice prior to returning items for insufficient funds.
2. The Bank may, at its option, pay any payment order or item against the Account even if it creates an overdraft; provided however, that the payment of one or several overdrafts shall not bind the Bank to pay subsequent overdrafts.
3. You agree to deposit sufficient funds to cover any overdraft, plus interest for the overdraft amount (at the maximum rate permitted by law, or regulation, or as established in the prevailing Addendum to this Agreement) from the date of the overdraft until the date on which complete payment is made. You also agree to reimburse the Bank for any expense incurred in collection of the overdraft including, but not limited to, legal fees and litigation expenses as authorized by law.
4. The Bank may pay items drawn against the Account, even though payment of particular items may cause insufficiency of funds to pay other items that may otherwise have been paid.
5. An insufficient balance in the Account that is not covered by a Line of Credit may be subject to charge as set forth in the prevailing disclosure of applicable charges. Items drawn against unavailable funds may also be subject to charge.
6. The Bank may set-off overdrafts from a joint and several (and/or) or joint (and) Account against funds deposited in any of your accounts.

**G. Availability of Funds**

1. You agree that the availability of funds deposited in the Account will be governed by this Agreement, fund transfers, exchange, and banking collection rules in force, and by applicable Federal or local regulations.
2. You authorize the Bank to adjust, debit, or credit the Account, according to the type of transfer, for the amount of any transaction returned for whatever reason, on the same Business Day in which the Bank receives the order.

3. You authorize the Bank to debit any of your accounts that You may have in the Bank for the amount of any fund transfer the Bank may have credited to the Account and for which final payment has not been received, or which for any reason has been returned to the Bank unpaid.
4. The Bank will not be responsible for re-deposit of items, or collection efforts unless You specifically request Re-deposit and Re-collection Services for your Account. Under no circumstances, will the Bank be responsible for payment of returned checks.
5. The Bank may, at its discretion, re-attempt transferring funds into the Account, but is under no obligation to do so. If the new attempt is successful, the Bank will credit the funds to the Account without interest.
6. Whenever the Bank debits the Account for returned checks, items, or drafts, the Bank's responsibility will be limited to delivering a Notice of Return with the following information: (a) amount of payment; (b) date processed; (c) Account against which the debit was made; (d) name of the client; (e) reason for return; (f) account number of the client with You. The Bank guarantees correction and validity of the information in the Notice of Return. Nevertheless, the Bank does not represent or guarantee that the Notice of Return is admissible as evidence of the debt in an administrative or legal procedure initiated by You for the recovery of amounts owed by your customers. The Bank will send You the check image, item, or returned draft.
7. For purposes of this Agreement, the Bank will handle checks with insufficient information on payment orders, as follows:
  - a. Undated checks will be considered as having the same date postmarked on the envelope, and will be deposited as such.
  - b. If the numeric figure for the amount on the check differs from the amount in writing, the numeric figure will prevail, provided it is legible.
  - c. If the numeric figure is not legible, the amount written will prevail.
  - d. If both, the numeric figure and the amount in writing are illegible, the check will be returned to You.

**H. Stop Payments**

1. The Bank will accept Stop Payment Orders on checks and preauthorized debits from any of the Authorized Signatories in the Account. If the Account has more than one Signatory, any of these individuals may request a stop payment on the Account. Stop Payment Orders must be requested on the printed forms provided by the Bank for this purpose, by phone, via Business Banking Center or by any other available method. A stop payment order may be subject to applicable charges.
2. If You place the Stop Payment Order by telephone, the Bank will send You a confirmation in writing on the following Business Day.
3. Stop Payment Orders will be effective on the following Business Day of their receipt, thereby allowing the Bank a reasonable period of time to process the order. A Stop Payment Order for a post-dated check will be effective from the next Business Day the stop payment is ordered until the day before the date on the check. If the Stop Payment Order is placed on a non-Business Day, it will be considered to have been requested on the next Business Day, in which case, it will become effective on the second Business Day.

4. A Stop Payment Order will be invalid and inoperative if the item is paid prior to the effective date of the request. The Bank's acceptance of a Stop Payment Order does not ensure that the item has not been paid.
5. The Bank will not be liable for Stop Payment Orders placed after the checks have been paid, or for errors or omissions in the information provided by You that prevent the Bank from carrying out the request.
6. Upon placing a Stop Payment Order, You warrant that You have not received any benefit credit, goods, or services of any kind in exchange for the check or pre-authorized debit for which You seek a Stop Payment.
7. You agree to provide the Bank with proof of any loss You claim and a sworn statement as confirmation of the warrant required in the preceding item paragraph) if You ever submit a claim to the Bank for payment of a check or preauthorized debit while a Stop Payment Order was in effect.
8. Stop Payment Orders will be valid for 10 years, from the date of request, unless You cancel the order prior to the expiration date, or request a renewal for an additional 10 years.
9. You agree to indemnify the Bank for any loss, damage, expense, or cost, including attorney fees incurred by the Bank as a consequence of any claim from the endorser, or any other person, for having honored the request for a Stop Payment Order.
10. For Stop Payment Orders on preauthorized debits, such as insurance policies and other payments, You shall request the cancellation of the debit first to the issuer and submit to the Bank a copy of the letter requesting cancellation. Only then will the Bank be able to proceed with a stop payment order.

**I. Loss of Blank Checks**

You agree to notify the Bank immediately, in writing, of the loss or theft of any blank checks. You will have the option of closing the Account, in which case a new account will be opened with the corresponding balance, or request Stop Payment Orders for the checks, subject to the applicable provisions for Stop Payment Orders in this Agreement.

**J. Post-Dated Checks**

A postdated check is a check that is dated later than the date it is presented. You assume full responsibility for any post-dated checks issued by You. The Bank may charge the Account for any postdated check presented for collection before the date on the check, unless You have previously notified the Bank that You issued a postdated check and provided accurate description of it. In this case, the check will be deemed to have a Stop Payment Order until the date specified. After this date the Bank will pay the check unless You request the Stop Order again. This application will be subject to the same terms and conditions for Stop Payment Orders, except the enforcement period. The Bank is not responsible for claims of loss or damages, to You or third parties, for payment of a postdated check.

**K. Pledged and/or Transferred Funds**

You may pledge any funds deposited in the Account, to the Bank as collateral security for any obligation granted to You by the Bank, if such guarantee were required and accepted by the Bank. However, the funds deposited in the Account may not be pledged, assigned, or transferred to third parties or institutions as collateral for loans or other obligations except with the written authorization of the Bank.

**L. Legal Processes Against Accounts / Garnishments**

1. You agree that the Bank will accept and comply with any order or writ of attachment, enforcement, tax and other lien withholding order, subpoena, court order, restraining order, request for information from a government agency that we believe to be valid and binding. The Bank may be required to do one or more of the following: (a) freeze, (b) deliver or (c) freeze to then deliver funds available in the Account at the time the order or writ of attachment is presented to the Bank in accordance with its terms.
2. The Bank shall be under no obligation to contest, challenge, or question the terms of an order, notice of levy, or writ of attachment, nor shall it be under obligation to defend You or to raise any defense that You may have against the person or entity promoting the order or writ. The Bank shall strictly comply with the terms of any such order or writ, until it has been served with an order or a resolution issued by the same court or authority indicating that it be released. Presenting evidence of payment of the debt or release of the obligation that prompted the order or notice of levy, will not suffice for the Bank to release the funds.
3. If the order or writ of attachment were issued against any one the owners of an account, the Bank will proceed to freeze and/or deliver the funds as per the order or writ without the need to determine ownership of the funds or legality of the order or writ.
4. If the Account is subject to any legal proceeding, the Bank may refuse to pay any item drawn against it until resolution of such proceeding. The Bank shall not be liable to You for amounts paid pursuant to an order, attachment, or notice of levy, even if such payment precludes payment of other items from the Account.
5. The Bank may impose a processing fee in the event it is served with an order to garnish funds in the Account.
6. You agree to be liable to the Bank for any losses, costs or expenses resulting from any garnishment order or requirement or any legal action or process, including but not limited to legal fees and other disbursements related to any legal action or process, that are not reimbursed. You authorize the Bank to charge these losses, costs, and/or expenses to the Account without prior notice to You.
7. The Bank may, at its discretion, refuse payment orders against the Account for a reasonable period after receiving notification of an existing or potential claim against the Account.
8. Any attachment, pledge, or lien against the Account is subordinate to the Bank's right of setoff and security interest.

**M. Setoff**

1. You will maintain at all times sufficient funds in your Account to cover all debits as well as all service charges. If You have insufficient funds in the Account, You will owe the Bank the amount of the deficiency.
2. If You owe a debt to the Bank that is past due or in arrears, You grant the Bank a right of set-off and a security interest in all of Your Accounts. The Bank is expressly authorized to debit your Account or any other account that You may have with the Bank, without prior notice, any amount owed by You to the Bank for any reason, subject to the provisions of applicable law.

**N. Inactive Accounts and Unclaimed Funds**

If You do not make transactions in your Account during the period indicated in the Account Addendum, the Bank could charge a fee for inactivity until such time it is reactivated or the Account is closed. At the end of this period the Account will be codified as inactive. All Accounts, with an address in Puerto Rico, in which no transactions are made for a consecutive period of five (5) years or more will be closed and the funds will be transferred to the Office of the Commissioner of Financial Institutions of Puerto Rico (“OCIF”), or such other entity that has a right to receive such monies. The Bank will not be responsible for such transferred funds. Once funds are transferred to OCIF, You may be entitled to recover them by making a direct claim to OCIF within the applicable legal period. Accounts with addresses outside of Puerto Rico will be subject to the unclaimed/abandoned property laws of the state or country reflected in the last available address on file with the Bank.

**O. Joint and Several Account (and/or)**

1. You can authorize each Authorized Signatory to make transactions in the account as joint and several. If the authority of the Authorized Signatories is joint and several, every Authorized Signatory has the right to make deposits and withdrawals, order stop payments, and make special arrangements regarding the Account, including closing of the Account. Every Authorized Signatory guarantees the signature of other Authorized Signatories and You authorize them to endorse payment orders for deposit, payable to the order of the Account Holder.
2. You agree that any court order prohibiting withdrawal of funds from the Account shall be subordinate to the Bank’s right to set off and/or as secured creditor, as applicable.
3. You agree that a notification sent by the Bank to one of the Authorized Signatories shall be deemed to have been sent to You and all the Authorized Signatories of the Account.
4. Subject to the limitations of each product each Authorized Signatory may have access to the account through electronic methods, including but not limited to, ATM’s and Internet Banking, if a debit card is requested.

**P. Joint Accounts (and)**

1. If the authority of the Authorized Signatories in your account is joint, You authorize two or more Authorized Signatories to sign in the Account and it will require the signature of two or more Authorized Signatories to conduct any transactions.
2. The Bank will require the presence or signature of all Authorized Signatories, as established in the Account opening and/or maintenance documents to make any transaction, or issue instructions to the Bank regarding the handling of the Account, except for requesting Stop Payment Orders, which may be submitted by any of the Authorized Signatories.
3. If the Account is joint, the Authorized Signatories will not be issued debit cards or have access to automatic teller machines.

**Q. Business Banking Center Calls**

You understand that the Bank may occasionally monitor and/or record telephone calls to Business Banking Center and supervise its employees to ensure the quality of service. Every caller to Business Banking Center is warned at the beginning of the conversation, and is free to terminate the

call. You fully understand the rationale behind this practice and expressly consent hereby to having your calls to Business Banking Center monitored or recorded for such purposes.

**III. METHODS TO ACCESS THE ACCOUNT AND SECURITY MEASURES**

**A. Regular Debit Card**

1. It is an essential condition for the issuance and use of a debit card to maintain an active Account with the Bank. Only joint and several Accounts (and/or) are eligible to receive debit cards.
2. Subject to the limitations established in the Account Addendum, You may perform withdrawals from and deposits into the Account. You may also transfer funds between different sections of the Account at Automated Teller Machines (ATMs), and purchases in Points of Sale (POS) by using the debit card and the Personal Identification Number (PIN) You select. Such transactions shall be governed by the terms and conditions of this Agreement.
3. The debit card may be used to access the Bank’s ATMs and other electronic teller machines affiliated to the ATH Network, inside and outside Puerto Rico, and any local or international networks to which the Bank may become affiliated. Using your debit card may be subject to fees charged by the Bank or by other ATM operators.
4. Deposits made at the Bank’s ATMs will not be available for withdrawal or transfer until verified by the Bank.
5. The Bank reserves the right to authorize cash withdrawals from an ATM or POS purchases, when the ATM or POS are not in direct communication with the Bank’s central computer.
6. The Bank will process transactions made at ATMS on the next Business Day after the Cut-off time indicated on each ATM.
7. Subject to applicable laws, You will be liable to the Bank for any debit to the Account corresponding to withdrawn funds or purchased merchandise using the debit card and the PIN and for overdrafts resulting from a transaction, or for withdrawn amounts in excess of the available fund balance in the Account due to such debits, subject to applicable law.
8. In the case of joint and several accounts, You hereby authorize the Bank to issue additional debit cards in the name of the Authorized Signatories and each of them will have access to a debit card and the Bank is authorized to acknowledge as valid the debit cards requested and authorized and the PIN selected by each Authorized Signatory. Any debit to the Account corresponding to withdrawn funds or purchased merchandise by any of the Authorized Signatories through the use of the debit card and the PIN will be deemed valid. Each Authorized Signatory will be responsible for such withdrawal(s), and You and each Authorized Signatory release the Bank from any responsibility arising from losses that each may suffer as a result of the use of the debit Cards and PINs.
9. You are responsible for maintaining your PIN confidential to prevent unauthorized transactions. For this reason, You agree not to write the PIN on the debit card.
10. You acknowledge that the debit card is property of the Bank at all times, and You agree to return it immediately upon request. The debit card is non-transferable.

11. The Bank is not responsible for the acceptance or rejection of the debit card at commercial establishments or any other establishments.
12. If at any time, your Flexicuenta de Negocios or B-Smart, has no available funds in the Account, funds will be automatically withdrawn from the FlexiLinea or Line of Credit, subject to the terms and conditions of this Agreement.
13. The Bank may cancel the debit card at any time without giving You prior notice. In addition, the debit card will be automatically canceled if there is no activity over a period of 18 consecutive months.
14. The use of the debit card for certain transactions including, but not limited to, transactions in Automated Teller Machines that do not belong to the Bank or point of sales and transactions through electronic channels or mobile phones, can include service fees charged by third party providers that may be added to the total amount of the transaction. Refer to the terms of use of the particular transaction to learn about the applicable fees.

**B. International Visa Debit Cards**

1. The International Visa Debit Cards can be used as a debit card, subject to the terms and conditions established in Section III(A) of this Agreement and as a debit card to make purchases in all establishments where Visa is accepted as a means of payment, and to obtain cash advances at banks, and other financial institutions, where Visa is accepted.
2. The International Visa Debit Card IS NOT A CREDIT CARD. All transactions made with the International Visa Debit Card will be debited from your Account.
3. When You use the International Visa Debit Card where the Visa card is accepted, the following conditions will apply:
  - a. The amounts corresponding to purchase and cash advances will be debited from your Account upon receipt of the payment order by the Bank from the merchant or institution where the transaction was made.
  - b. It is expressly agreed that You will not make transactions for amounts exceeding the balance available in the Account. In the event that a business or financial institution, to whom a International Visa Debit Card is presented, obtains authorization from the Bank to accept one or more payment orders, provisional holds can be placed on your Account for payment of said orders. You expressly release the Bank of any liability or responsibility for holds or debits to the Account that are made in relation to one or more payments orders authorized by the Bank, but thereafter not issued by You.
  - c. Payment orders resulting from transactions made with the International Visa Debit Card shall not be subject to Stop Payment Orders. It is expressly agreed that You waive this right.

**C. Responsibility in Withdrawals and Purchases with Regular Debit Card**

1. You will be responsible for all transactions on automatic teller machines and for purchases using your Regular debit Card. The Provisions of Regulation E, which regulate electronic funds transfers in consumer accounts and the Bank and consumer responsibility for non-authorized use, do not apply to commercial accounts. The Bank will not be responsible for non-authorized transactions made with your Regular debit Card; therefore, You must take the proper precautions to protect your card and your PIN number.

2. In case of non-authorized use of your Regular debit Card, You may lose all the funds deposited in your Account, as well as your available credit in your Flexilínea or Credit Line. The fastest way to notify us about non-authorized use and try to prevent potential or additional losses is by calling us. If You believe your card or PIN number has been lost or stolen, call us immediately at 787-724-3650 or toll free 1-888-724-3650, 24 hours per day, 7 days a week. The telephone numbers available for the hearing impaired are (TDD):787-753-9677 or toll free 1-800-981-9666. You may also send a letter to the following address: BANCO POPULAR DE PUERTO RICO ASSETS PROTECTION DEPARTMENT PO BOX 362708, SAN JUAN, PUERTO RICO 00936-2708. If You have any questions or if You believe there is an error in your account statement or in an ATM or POS receipt, You may also contact us in writing to the address indicated above or by telephone to the numbers indicated above. When You contact us, You will need to state:
  - a. Your name and account number
  - b. The date of the transaction and the reference number
  - c. Your claim or question
  - d. The amount in dollars of the alleged error or non-authorized use

**D. Responsibility for Non-Authorized Use of the International Debit Card**

1. Regulation E disclosures, which regulates electronic funds transfers in consumer's accounts, do not apply to commercial accounts, however the Bank has adopted a Zero Liability policy, which provides You protection against non-authorized transactions made with your International debit card, subject to the conditions mentioned later on.
2. This protection is subject to reasonable care You must exercise to prevent any non-authorized use of your card. You must immediately report any error or non-authorized use of your International debit card. To prevent potential or additional losses, the fastest way to get in contact is by calling us. If You believe your card or PIN number has been stolen or lost, notify us immediately by following the instructions described in Section C. 2.
3. After the Bank receives your notification, it will investigate the circumstances of the transaction and, if required, will contact You to obtain more information. If the Bank determines that your claim is valid, a final credit for the total amount of the non-authorized transaction will be applied to your account.
4. The Bank will NOT be responsible in the following circumstances:
  - a. If the Bank reasonably understands, based on the circumstances of the alleged non-authorized use, that your actions were fraudulent or negligent regarding the management of the card; or
  - b. If You did not promptly notify the non-authorized use, in any case, not later than 60 days after the mailing date of the Account Statement which contains the suspected non-authorized transaction.

**E. Responsibility for Withdrawals with Regular Debit and International Debit Cards**

- The Bank will NOT be responsible under the following circumstances:
- a. If for any reason not attributable to the Bank, You do not have sufficient funds or available credit in your account to make the transfer or withdrawal;

- b. If the ATH machine where You made the transaction does not have enough cash;
- c. If the transfer amount exceeds the available funds in your line of credit, investment, or checking account;
- d. If the ATH machine was not properly working and You knew it was not properly working when You started the transfer;
- e. If You have not notified us about the loss, theft, or possible non-authorized use of your card according to the terms established in this Agreement;
- f. If circumstances beyond the Bank's control, such as fire or flood, prevents the transfer, despite the reasonable precautions taken by the Bank;
- g. If the funds in the account are subject to any legal process, restriction, or attachment that impedes the transfer of the funds.

**F. Security Measures**

- 1. In order to access any banking service with access control, the authorized person shall provide the access codes or identification methods that the specific Service requires before the Bank can accept and process instructions from the authorized person. You will notify the Bank immediately in writing, using the form required by the Bank, of any changes regarding authorized persons or their corresponding authorization limit. Until such notice is received by the Bank, the Bank can accept, without further investigation, all declarations, instructions, or representations the authorized person makes or issues.
- 2. The Bank is not responsible, explicitly or implicitly, for questioning or verifying with You if persons using or accessing contracted banking service by You are, in effect, an authorized person, or if they are acting according to your internal procedures and policies. The Bank's responsibility will be limited to guaranteeing that any use or access attempt will be made using the access codes or other identification method required by the banking service, according to the normal operational sequence.
- 3. You agree to pay any funds transfer, as well as any loss or damage, direct or indirect, if a transfer is initiated by instructions that include valid access codes or applicable identification methods, even if it may have not been initiated by an authorized person.
- 4. You understand and accept that the Bank may execute instructions to debit or credit an Account in which the authorized person could have an interest and the Bank will not have the obligation of determining if such instruction is appropriate or not.
- 5. You represent that You have adopted and will be absolutely responsible for the fulfillment of any and all security measures necessary to protect access to the Bank's systems by each authorized person, as well as your directors, officers, employees and agents.
- 6. You guarantee that You have established commercially reasonable security procedures and that the purpose of said security procedures is to verify the authenticity of transactions in order to minimize the risk of fraud due to unauthorized access, and not to detect errors in the transmission or content of the entry. The parties have not agreed to establish a procedure to detect such errors.

- 7. You guarantee that You have established and will keep all internal procedures as are necessary to prevent unauthorized transmissions. You guarantee that You will not allow any individual to initiate transfers without due supervision and safeguards including the installation a duly certified antivirus program; and agree that You will take the necessary measures to maintain the confidentiality of security procedures, access codes, instructions, and security equipment provided by the Bank.
- 8. If You suspect that unauthorized persons have had access to codes or instructions, You must notify the Bank immediately, followed by written confirmation. Unauthorized access will not affect transfers instructions executed by the Bank before receiving said notification.
- 9. The Bank will take reasonable precautions to ensure that your information, remains confidential and safe from unauthorized access by third parties. Compliance with the Bank's regular security and privacy measures will satisfy the Bank's obligation in this respect.
- 10. You agree to perform an annual audit on security to assure that the financial information of your clients is protected through security measures and practices that include, at a minimum: (a) physical safeguards to protect against robbery, illegal manipulation or damage; (b) controls related to personnel and access to protect against unauthorized access and use and (c) security in the network transmissions in order to assure the collection, storage, and distribution of the financial information.

**IV. SPECIAL PROVISIONS FOR ACCOUNTS WITH CHECKING, SAVINGS AND LINES OF CREDIT MODULES**

- A. Flexicuenta de Negocios and B-Smart account offer You a checking section, a savings section, and a Line of Credit under the same account number. You decide the sections that You want to use by combining the checking section with the savings sections and the Line of Credit or both sections in accordance with your needs. Also, You may choose to manage your funds personally or automatically.
- B. **Checking Section**
  - 1. You will keep the minimum balance indicated in the Account Adendum to avoid service charges.
  - 2. If You select the automatic function for the savings section, You must establish a minimum balance from which funds will be transferred between the checking and the savings section.
  - 3. The Bank will not pay interest on the balance kept in the checking account.
- C. **Savings Section**
  - 1. When opening the Account, the Bank will inform You in the Account Adendum the required minimum balance, the interest rate to be earned on the deposited funds, and the method in which the computing and payment of interest will be performed.
  - 2. The Bank will pay interest only on funds deposited in, or transferred to the savings section.
  - 3. The Bank may amend, at any moment, the interest rate and manner in which interests are calculated and credited.
  - 4. You have two options for managing your funds in the savings section:
    - a. Automatic - You establish the balance that will be kept in the checking section from which any excess will be transferred to the savings section.

The minimum balance will be revised from time to time, at your option or the Bank's. At the closing of operations each Business Day, the Bank will transfer to the savings section the excess over the minimum balance established in the checking section, as defined in the Addendum to the Agreement. This transfer will be reflected the next Business Day. This option may be suspended at the Bank's discretion.

- b. Manual - You manage your own funds and authorize each transaction between the checking and savings section.
5. You may not withdraw from the savings section any amount pledged for any reason or that guarantees an advanced made to the Line of Credit.

#### D. Line of Credit

1. The Line of Credit is subject to credit approval, therefore, when applying for the Line of Credit (either upon opening the account or afterwards), You authorize the Bank to inquire upon and obtain the necessary credit reports for the extension or review of the Line of Credit.
2. Upon opening the Line of Credit and every year thereafter, the Bank will charge You a quota as indicated in the Promissory Note. Said quota may be changed from time to time, at the Bank's option. You must maintain sufficient funds in the checking account to cover the charges that the Bank has a right to collect under any clause of this Section.
3. You have two options for activation or use of the Line of Credit:
  - a. You may issue a check or authorize a debit (e.g. to the debit card) from the checking section for a sum in excess of the available balance in the checking , or
  - b. Issue a special check directly against the Line of Credit, without considering the balance in the checking or savings section.
4. The activation date of the Line of Credit will determine the start of minimum payment toward the principal balance. If You activate the Line of Credit no later than the 15th of the month, payment will begin on that month. If it is activated after the 15th, payment will begin the next month.
5. You may issue checks for the total combined balance of the active modules.
6. Advances from the Line of Credit will be for the exact amount of overdrafts or for the amount of the special check drawn directly against the Line of Credit, but will never exceed the authorized credit limit. If You have selected to manage the savings section personally and issue checks or authorize debits that exceed the authorized credit limit, a Line of Credit will be created against the available funds in the savings section and You will be charged interest for the amounts over said limit at the rate indicated in the Account Addendum.
7. In accordance with the promissory note and any applicable laws and regulations, the Bank will charge a financing fee over the credit's line outstanding balance, from the date in which the account is activated until the date the account is paid in full. The financing fee will be calculated based on the interest rate established in the promissory note, divided by the number of days established by the Bank (360 days). This daily periodic rate will be multiplied by the daily ending balance and the result by the number of days that the line of credit had balance during the billing cycle. This balance will be determined by adding the outstanding balances each day during the billing cycle and dividing the result by the number of days that the Line of Credit had balance in such cycle.

8. The Finance Charge and the corresponding interest may vary periodically. Charges to the Finance Charge and the interest Will apply to new balances and to balances due prior to the effective date of said changes. The Bank will notify You, in writing, of any changes and their effective dates. The Bank may also increase the Finance Charge and corresponding interest to the differential rate over the Prime Rate, in cases of non-compliance (Default Rate), as established in the Promissory Note, whenever any of the circumstances listed in paragraph 12 occur.
9. You are responsible for paying all Finance Charges monthly. In regard to the frequency and amount of the minimum payment toward the principal balance, for the FlexiCuenta You have the following options:
  - a. **Daily** - Every day, the system will automatically transfer funds from FlexiCuenta until FlexiLínea is paid off. The total amount of transferred funds during a billing cycle must not be less than one twenty-fourth (1/24) of the balance due at the closing date of said cycle;
  - b. **Monthly** - Once a month, the system will debit funds from FlexiCuenta according to the minimum payment previously established, which may be one third (1/3), one twelfth (1/12), one twenty-fourth (1/24), one thirty-sixth (1/36), or 100% of the balance due at the closing date of the cycle; or
  - c. **Quarterly** - Every three months, the system will debit funds from FlexiCuenta totaling one fourth (1/4) or 100% of the balance due at the closing date of the cycle.

In regard to the frequency and amount of the minimum payment of the principal in the B-Smart account, the frequency and amount of the minimum payment of the principal will be daily. The Bank will automatically transfer every day the funds from the checking section of the B-Smart account until the Line of Credit is paid off. The total amount of transferred funds during a billing cycle must not be less than one twenty-fourth (1/24) of the balance due at the closing date of said cycle.
10. Finance Charges and payment of principal balance for each billing cycle will be debited automatically from the checking section (in that same order) and notified in your monthly statement. If, during a billing cycle, You make payments to the Line of Credit for an equal or larger sum than the minimum payment calculated by the system for that cycle, the minimum principal payment will not be debited from the checking section during that cycle, because it has already been covered. If, however, You make payments for less than the minimum amount calculated by the system for that billing cycle, the total minimum payment amount will be debited from the checking section without taking said payments into account since You did not comply with minimum principal payment required.
11. You may make additional payments to the Line of Credit at any Branch of the Bank, or via electronic transfers. Payments will be applied in the following order:
  - a. To the interest charges applicable to the credit granted against the funds on the Guaranteed with Savings Reserve and then to any other interest charges on the approved line of credit, as applicable.

- b. To the principal outstanding balance on the Guaranteed with Savings Reserve and then to the principal of the approved line of credit, as applicable.  
Any excess will be transferred to the checking section. Also, You may pay the total amount or part of the principal balance at any moment. In this case, You must also pay any Financial Charges due at the time of the payment.
12. The Bank may cancel your Line of Credit and declare all or part of the balance due expired and enforceable if You:
    - a. Do not comply with payment of the principal balance or Finance Charges or any other obligations to the Bank, when said charges are due and payable (up to the due date or any other date);
    - b. Are declared insolvent or bankrupt, or You notify in writing your inability to pay your debts, or You assign assets to your creditors, or You file any bankruptcy, insolvency, reorganization, readjustment of debts, or any other proceeding under the laws and regulations of any jurisdiction;
    - c. Sell, assign, transfer, or bequeath all, or a considerable amount of your assets, except in the ordinary course of business, or if your business is merged to another entity;
    - d. Do not submit annual financial statements for You and your guarantors, compiled, revised, or audited, and signed by an authorized officer, no later than one hundred and twenty (180) days after the closing of the fiscal year, as set forth by the Bank at its absolute discretion;
    - e. Allow your financial condition to suffer a considerable adverse situation; or
    - f. Do not rectify any non-compliance with the provisions of this Agreement in a ten-day (10) period.
  13. The Bank will evaluate the Line of Credit periodically, as it deemed necessary; continued use of the Line of Credit will only be allowed at sole discretion of the Bank. If your Line of Credit is cancelled after a periodic evaluation, You shall pay the total sum of the principal and Finance Charges due at the date of cancellation. If the Line of Credit is cancelled, the checking section may continue to exist, but without any rights to cash advances from the Line of Credit.
  14. If the line of credit is cancelled as specified in paragraphs 12 and 13, the Bank will have the option to apply a fixed payment method to the balance due at the time of said cancellation, to be paid within a year of the cancellation, or at a mutually agreed term, and at the current interest rate at the time of cancellation instead of the payment method agreed upon in the line of credit origination. Accumulated Finance Charges applicable to the line of credit at the time of cancellation will be debited automatically from the checking section of the account at the cancellation.
  15. The Bank may choose to accept payments to the Line of Credit after initiating a judicial claim for non-compliance with the terms of this Section of this Section and/or Agreement. In this case, the remaining balance will not be deemed cancelled.

#### E. **Payment Orders**

Payment orders issued against the Account will depend on the option that You have chosen for management of the savings section. If the Account has the automatic investment options, available funds will be used (until depleted) in each module for payment of payment orders, in the following order: checking section, savings section, and Line of Credit (if applicable). If You have not opted for automatic investment, the order will be: checking section, Line of Credit (if applicable), and Line of Credit is extended by pledging funds available in the savings section.

#### F. **Management of Deposits**

If the Account has its Line of Credit paid daily (optional and subject to approval), deposits will be used to pay the checking section day's releases first, then they will be used to pay the Line of Credit until it is paid-off, and finally, any excess over the compensatory balance will be transferred to the savings account (if applicable).

### V. **OTHER COMMERCIAL ACCOUNTS**

- A. In addition to FlexiCuenta and B-Smart, the Bank offers other types of commercial accounts designed to suit the needs of private or public entities, or entities with special circumstances that require a particular deposit account, such as, government agencies, non-profit companies, or companies undergoing bankruptcy.
- B. As a general rule, these accounts are checking accounts without debit cards. These accounts may or may not accrue interest.

### VI. **FUNDS TRANSFERS**

#### A. **General Terms and Conditions**

The following terms will apply to wire transfers that You make and/or receive through the Bank's funds transfer service. You agree not to initiate or receive a wire transfer payment order that is in violation of any applicable federal, state, or local law. The Bank may refuse a wire transfer for any reason.

1. **Authorization** - You may request or receive electronic fund transfers ("Transfer"). Transfers may be requested to transfer funds from the Account to other accounts that You own, or to other accounts owned by third parties, either with the Bank or with other financial institutions, or for receiving funds into your Account. You authorize the Bank to debit or credit any Transfer (including any charges or applicable expenses) that is transacted as set forth in this Agreement. The Bank will not search for the funds in any account other than the one specified in the Transfer request. You authorize the Bank to transfer the funds from the Account, with authorization of the signatories who have been appointed to initiate and/or confirm Transfers, as set forth in Exhibit A – Designation of Accounts and Authorized Representatives.
2. **Security Measures** - You agree to abide by the security measures set forth in Exhibit B – Fund Transfer Security Measures, which is part of this Agreement. You expressly acknowledge and agree that the measures You establish are commercially reasonable and adapt to your particular circumstances. You acknowledge that these measures are designed to detect unauthorized Transfers, and not errors in the content of the instructions. You accept responsibility for the transfer, whether or not You have authorized it, provided the Bank has accepted the payment order subject to established security measures.

3. **Selection of Beneficiary Bank** - Upon requesting a fund transfer, You must designate a financial institution (“Beneficiary Bank”) to receive the funds. You may instruct the Beneficiary Bank to credit the funds to an account. The Beneficiary Bank is responsible for following your instructions and for letting the recipient know when the funds are available.
4. **Selection of the Intermediary Bank** - The Bank may select an intermediary bank (“Intermediary Bank”) or a transfer system, including but not limited to, Fedwire, SWIFT, or Telex (“Transfer System”) it deems appropriate under the circumstances in order to forward the funds to the recipient, and must operate subject to the policies and procedures of each Transfer System. If You order the Bank to use a particular Intermediary Bank or system to transfer funds, through which the Bank will process the payment order, You are assuming all responsibility for errors or failure of the Intermediary Bank to pay, as well as any loss resulting from use of the means selected. See Exhibit D – Authorization to Grant Transfer Requests Received by Fedwire or SWIFT.
5. **Agent Designation** - You may select a third-party agent (“Agent”) not else considered an Authorized Signatory or authorized representative under this Agreement, to act in Your behalf in connection with Transfers, or otherwise facilitate the same. Unless the Agent is another financial institution which is a party together with the Bank, to a standing agreement governing Transfers, before the Agent first acts on Your behalf: (a) You must notify the Bank of such appointment in writing, and (b) the Agent must execute such documents as the Bank may require (if any). The Agent will be considered to be Your representative and not that of the Bank. All Transfers carried out, or otherwise attended to or facilitated by the Agent will be governed by the terms and conditions of this Agreement as if carried out, or otherwise attended, by You personally. You will be bound by, and be liable for, all actions of the Agent in connection with Transfers, as if You were personally carrying them out. In the event of a discrepancy between the terms of a Transfer as communicated between You and the Agent, and those of the same Transfer as communicated between the Agent and the Bank, the terms of the Transfer as communicated between the Agent and the Bank shall prevail and You will be bound thereby.
6. **Discrepancies in Names and Numbers** - In the case of transfers sent by You, if You identify the recipient, the Beneficiary Bank or the Intermediary Bank with an account number or with a name and number, the Intermediary Bank and the Beneficiary Bank may rely on said number and they will not be responsible for verifying that the account number belongs to the recipient specified on the Transfer request. In the case of transfers sent to You, the Bank is also not obliged to verify that the account number indicated belongs to You. Nevertheless, You acknowledge that the Bank will not be responsible for any delays that result from the Bank’s attempt to clear any discrepancies between the name and account number, nor be obligated to investigate suspicious irregularities. You understand that any loss or delay due to lack of accurate identification will be your responsibility only, and will not be the Bank’s responsibility.
7. **Conversion to Foreign Currency** - Upon Your request, the Bank will convert funds to the currency of the receiving country at the exchange rate in effect at the time of Transfer. If the final destination of the Transfer is a foreign country, the Bank cannot guarantee that the recipient will receive the funds in US currency, even if requested. The Beneficiary Bank may charge

a currency conversion fee. The actual amount received by the recipient may be less, due to fees charged by the Beneficiary Bank, including currency conversion fees. In case of Transfers received in foreign currency, the Bank will convert the funds to US dollars at the prevailing exchange rate at the Bank on the day the transfer is accepted. This rate includes a commission for the conversion service. Transfers in foreign currency may be conducted up to two (2) Business Days after the Bank receives the request. If the Bank were to reconstitute funds that have been converted to foreign currency, it would abide by the prevailing exchange rate on the date of the restitution, after deducting applicable expenses. In case of Transfers made in US dollars to a foreign country, the Bank will not be responsible for conversion rates applied by the receiving bank.

8. **Repetitive Transfers** - If the Bank or You determine that the Transfers have become repetitive, the Bank may assign a number, name, or a combination of both, at your request, as set forth in Exhibit C – Authorization for Repetitive Transfers. In this case, You may use said number, name, or combination, to expedite future requests. The Bank may conduct all Transfers that contain this number, name, or combination. See also Exhibit E – Non-repetitive Automatic Transfers (applicable only to electronic requests).
9. **Payments to the Bank / Fees** - The amount of funds transferred, in both international transfers and transfers within the United States, could be reduced due to fees charged by the Beneficiary Bank and the Intermediary Bank, including those fees charged by the Bank. The Bank will deduct applicable fees from any Transaction, and will notify You by mail any time the Bank debits or credits your Account with a Transfer. You are responsible for returning any amount credited mistakenly to your Account. You will also be responsible for expenses caused by failure to provide identification information for the Beneficiary Bank, and for any charges billed by the selected Intermediary Bank.
10. **Statements of Account / Claims** - All Transfers will be reflected in your periodic Account Statement. You must notify the Bank of any errors, delays, or other problems with a fund transfer within thirty (30) days after receiving notification that the transfer was generated, or after receiving the Account Statement indicating the Transfer, whichever occurs first. In the event of error or delay caused by the Bank, the Bank’s sole responsibility shall be to disburse the amounts stipulated by applicable law. In no event shall the Bank be liable for any indirect or incidental damages related to such transfer. Any interest payments, as applicable, shall be paid at the average federal funds rate published by the Federal Reserve Bank of New York, for each of the days on which interest is payable, divided by three hundred and sixty (360). If You do not notify the Bank of any claim concerning fund transfers within one year of having received the notification or the corresponding Account Statement, all claims shall be null and void, in compliance with applicable law.
11. **Delays or Failure to Execute Transfers** - Generally, the Bank makes Transfers electronically, although it could use other means. The Bank’s responsibility is limited, according to the provisions of the Limitation of Liability and Indemnifications provisions of this Agreement. The Bank will not be responsible to You for delays or failure to execute fund transfers due to action or omission of the Intermediary Bank or Beneficiary Bank.



12. **Cancellation or Amendment of a Fund Transfer Request** - If You decide to cancel or amend a fund transfer request, You may only do so only if the funds have not yet been transferred and the Bank has sufficient time to carry out your new instructions. Generally, once the Bank has sent the funds, You cannot cancel or amend the payment order, unless the Beneficiary Bank accepts the cancellation or amendment. The Bank and/or the Beneficiary Bank may charge a fee for cancellation or amendment of fund transfers. The Bank is not responsible for any loss resulting from failure of the Beneficiary Bank to comply with the cancellation or amendment request.
13. **Rejection of a Transfer Request** - The total amount of funds needed to carry out a fund transfer and pay the service charges, or any other obligation to the Bank, must be available in the Account at the moment of executing the fund transfer request. The Bank is under no obligation to accept a fund transfer request (entirely or partially), and may delay accepting any Transfer if (a) the Transfer requested exceeds the amount available in the Account; (b) it does not comply with security measures; (c) it is not duly authorized; (d) it does not provide the information required by the Bank; (e) is impractical or impossible to accept; (f) the Bank understands that the transfer does not comply with one or more of the provisions in this Agreement, or any other federal or state law, including, but not limited to, the Office of Foreign Assets Control (OFAC); (g) the Bank understands that it does not comply with the provisions of applicable laws or (h) if the designated account is blocked for security reasons, or for any other reasons, such as levy or frozen assets.
14. **Acceptance of Transfers** - The Bank will not be responsible in any way for accepting a fund transfer received for your benefit. Although the current practice of the Bank is to notify You of the acceptance of a fund transfer in US dollars within two (2) Business Days after the date of receipt, if said fund transfers are made through a system other than the Automated Clearing House (ACH), the Bank is not obligated to provide such notification. The Bank will credit the account of the recipient on the date the Transfer is paid, if it is received before Cut-Off Time on a Business Day. If not, the account will be credited the next Business Day.
15. **Provisional Payment of Received Transfers** - The credit extended to You by the Bank for transferred funds is provisional until the Bank receives final payment of the amount transferred. Should the Bank not receive payment for the funds, You agree to reimburse the Bank for the Transfer amount. An unaccepted Transfer is cancelled, as provided by law, at the close of the fifth Business Day.
16. **Exhibits related to Funds Transfer Services** - The following Exhibits (as applicable), once completed and signed, will form an integral part of this Agreement:
  - Exhibit A - Designation of Accounts and Authorized Representatives
  - Exhibit B - Fund Transfers Security Procedures
  - Exhibit C - Authorization for Repetitive Transfers
  - Exhibit D - Authorization to Grant Requests for Transfers Received by Fedwire or SWIFT

If You wish to make any changes to the Exhibits You must notify the Bank as soon as possible. Notifying the change does not obligate the Bank until a written notice describing the change has been received, and the Bank has had reasonable time to implement said change.

17. **Cut-off Time** - If the Bank receives the Transfer request at Cut-Off Time or after Cut-Off Time, the request will not be processed until the next Business Day.
18. **Law Governing Transfers** - The rights, duties, and responsibilities of the parties are governed by the provisions of Chapter 4 (Transfer of Funds) of the Puerto Rico Commercial Transaction Act and shall be subject to the laws of the Commonwealth of Puerto Rico. If any part of a transfer of funds involves the use of Fedwire, your rights and obligations as well as the Bank's in relation to the electronic transfer shall be governed by Regulation J of the Federal Reserve Board.
19. **Additional Documents** - You agree to execute such additional agreements or other documents dealing specifically with Transfers, as the Bank may require. Additional documents may include, without limitation, the Model Contract AFTE-GUF entitled "Contract governing exchanges over the SWIFTNet™ network". In the event of discrepancies between the terms of the Agreement and those of said additional agreements, the terms of the latter will prevail.

## VII. DISCLOSURE RELATED TO THE AVAILABILITY OF FUNDS DEPOSITED IN TRANSACTION ACCOUNTS (REGULATION CC)

Federal Regulation requires banks to make deposited funds available to You within certain periods of time. Depending on the type of deposit, the funds may be available to You the same day, the next business day, or after several days; in the majority of cases, the longest possible delay is until the seventh (7th) business day following the day of the deposit. During the delay period (if any), You may not withdraw the funds in cash and the Bank will not use the funds to process payment orders issued by You.

The Bank establishes the limits for the availability of funds deposited according with the minimum amounts required by the Regulation CC. The following explanations are intended to provide an easy guide for determining when various types of deposits (cash, electronic transfers, etc.) will be available to You for cash withdrawals and for the payment of checks against the Account. However, periodically the Bank will review several criteria, and may provide a higher availability of funds than the limit established by the Regulation. If You need further information regarding this matter please visit any of our branches or call us through TeleBanco Popular at 787- 756-9130 (mobiles and Metropolitan Area) or toll free 1-888-756-9130 (outside Metropolitan Area) and one of our service representatives will assist You.

The availability Policy only applies to funds deposited for accounts of Banco Popular in Puerto Rico and the Virgin Islands. Please inquire for information about the availability of funds deposited at other locations.

The length of the delay is counted in Business Days, starting on the first business day after the day of the deposit.

### A. Deposits Available for Same Day-Withdrawal

These include electronic transfer of funds, like benefits from Social Security and Direct Deposit payroll payments.

### B. Deposits Available for Withdrawals on the Next Business Day Following the Date of the Deposit:

These include: (a) Cash, (b) Wire transfers, (c) Checks drawn against an account at any Banco Popular branch located in Puerto Rico or the US and British Virgin Islands; (d) The following checks if deposited in person to a Bank employee: (i) Checks from the US Department of Treasury; (ii) Postal Money Orders; (iii) Checks

from the Federal Home Loan Bank; (iv) Checks from the Federal Reserve Bank; and (v) Certified Checks, Official Checks and checks from the government of the Commonwealth of Puerto Rico made payable to the owner of the account and presented directly to a Bank Representative using the Bank's special deposit slip, which can be obtained from any Bank Consultant and (e) the first \$1,000 of the total deposit of other checks drawn on banks other than Banco Popular.

**C. Availability of Other Checks Deposited**

The availability of funds from other items deposited will depend on Banco Popular's policy. The Policy states that: (a) if the aggregate amount of the total deposit is \$1,000 or less, the entire amount will be available for cash withdrawal and money orders on the next Business Day, (b) if the total amount is more than \$1,000, the Bank will make \$1,000 available for withdrawal on the next Business Day and (c) the remainder of the funds deposited will be available for cash withdrawals and payment of checks on the third Business Day following the day of the deposit.

**D. Delay on the Availability of Funds for Longer Periods**

The Bank may delay the availability of funds from check deposits for a longer period of time under the following circumstances: (a) if the Bank believes that a check You deposited will not be paid or (b) if there is an emergency, such as failure of the bank's communication or computer equipment, or bad weather conditions (such as a hurricane or an earthquake).

The Bank will notify You if your availability to withdraw funds will be delayed for any of the foregoing reasons, and You will also be informed as to when the funds will be available. The funds will be available not later than the seventh (7th) Business Day following the day of the deposit.

**E. Special Rules for New Accounts**

If You are a new customer, the following special rules will apply during the first thirty (30) days of opening Your Account. Funds from electronic direct deposits will be available on the day we received the deposit. Funds from cash deposits, wire transfers, checks drawn in any Banco Popular branch located in Puerto Rico and US and British Virgin Islands will be available on the next Business Day after the date of the deposit. The first \$5,525 of the total deposit of an official, certified check, U.S. Department of the Treasury Checks, Money Orders, Federal Home Loan Bank Checks, Federal Reserve Bank Checks, Federal Reserve Bank Checks and checks from the Government of the Commonwealth of Puerto Rico will be available for cash withdrawals and payment of checks on the next Business Day after the date of deposit if the deposit meets certain circumstances, such as: the check is payable to You, the deposit is made in person to one of our employees, and You use the special deposit slip. If the special deposit slip is not used, funds will be available on the Third Business Day. Funds from all other check deposits will be available on the Third Business Day after the date of deposit.

**F. Availability of Funds Deposited in Cash using Easy Deposit Service**

The Bank will process the deposits made through the automatic teller machines identified with the Easy Deposit service as follows:

1. Cash Deposits made before 9:30 p.m. on business days will be immediately available for payment or withdrawal.
2. Cash deposits made after 9:30 p.m. on business days or on non-business days will be immediately available only for withdrawals and purchases with the debit card; but will not be available for payment of checks, EFT Payment

transactions and payments made through TelePago Popular service. These funds will be credited to the checking or savings section selected by You at the moment of the transaction.

**G. Availability of Funds Deposited in Check using Easy Deposit Service and Mobile Easy Deposit Services**

The Bank will process deposits made through Mobile Easy Deposit as follows: - Checking dDeposits made before 6:00 p.m. on business days will be processed the same business day, subject to verification and validation of the deposit. This verification may result in a delay of the availability of the funds deposited according with the Bank's policy. For details on the requirements applicable to Mobile Easy Deposit, please refer to the Electronic Banking Service Agreement.

**H. Disclosure regarding to the Check Clearing for the 21st Century or Check 21 Act ("Check 21")**

The federal law known as **Check 21** was enacted to facilitate the interchange of checks between financial institutions and improve the overall efficiency of the payment system. This law allows the electronic interchange of checks eliminating the physical checks.

To make check processing faster, federal law allows banks to replace original checks with substitute checks. Substitute checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: **"This is a legal copy of your check"**. You can use it the same way You would use the original check.

You may use a substitute check as proof of payment just like the original check. A substitute check that meets the requirements for legal equivalence is subject to any provision of federal or state law that applies to original checks.

**VIII. DISCLOSURE RELATED TO PROHIBITION ON FUNDING OF UNLAWFUL INTERNET GAMBLING (REGULATION GG)**

The Federal Regulation issued pursuant to the Unlawful Internet Gambling Enforcement Act prohibits the processing of restricted transactions through commercial accounts or relationships. Restricted transactions include those in which a credit, an electronic fund transfers, checks, or drafts are knowingly accepted by a business in connection with the participation by others in unlawful internet gambling. Your account may not be used to process unlawful Internet gambling transactions. The Bank may reject any such transaction and may close your account, if a restricted transaction is identified in your account.

By opening your account, You certify that You are not engaged in any business relating to unlawful internet gambling, as defined in Regulation GG, and agree to notify us immediately if your Account is used for any such activity.