

AGREEMENT

Commercial Deposit Accounts

**BANCO POPULAR DE PUERTO RICO
COMMERCIAL DEPOSIT ACCOUNTS AGREEMENT
VIRGIN ISLANDS REGION**

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Count on us



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

READ THIS AGREEMENT AND THE APPLICABLE ADDENDUMS CAREFULLY. They contain the terms, conditions, and disclosures that apply to the Account and the Services (as defined herein), and govern your relationship with the Bank.

I. GENERAL PROVISIONS

A. Service Contracting:

The Bank may offer You various commercial services from time to time that are tied to the Account (the "Services"). You must maintain your Account with the Bank in order to receive these Services. The Services are subject to the terms of this Agreement and the applicable Service Addendums for each Service. If you wish to contract a Service, contact your Account Representative.

B. Interpretation of this Agreement:

1. If any provision of this Agreement is held to be illegal, invalid, or unenforceable under present or future law, such provision will be fully severable, and this Agreement will be construed and enforced as if such illegal, invalid, or unenforceable provision were never a part hereof, and the remaining provisions of this 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 a Service Addendum or the Account Addendum, the Addenda will prevail.

C. Information about You:

In order to comply with applicable laws and regulations, the Bank may require from time to time that You provide the Bank with documents and information concerning your business, including periodic financial information, whether You are a corporation, partnership, association, non-profit entity, or any other entity or individual doing business under a commercial name or trade name.

D. 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. "Cut-off Time" refers to the time limit established by the Bank for receipt, processing, transmission, cancellation, and amendment of payment orders.

E. Applicable Law:

This Agreement will be governed by and interpreted in accordance to the laws of the Commonwealth of Puerto Rico and any pertinent federal laws and regulations.

F. Final Agreement:

This Agreement, the Agreement Addendum and the Service Addenda 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.

G. Amendments:

Except as otherwise provided in this Agreement, the Bank reserves the right to amend the terms and conditions established in this Agreement and the Addendums. Such amendments will be effective upon notice, or as established in the written notification.

H. Transfer of Agreement:

You may not transfer or assign this Agreement or your participation in any of the Bank's Services to any other person or entity. You may not transfer or assign to any person or entity the authority to issue instructions to the Bank regarding any Services except when expressly authorized by the Bank. The Bank may transfer its rights, in which case You will be notified.

I. Termination:

1. The provisions of this Agreement shall remain in full force and effect until any of the parties terminates this Agreement by written notice sent via regular mail or facsimile. The Bank reserves the right to cancel this Agreement or a Service Addendum at any time, without prior notice to any of the parties, if any of the following events or circumstances occur: a) You violate or fail to comply with any applicable laws or regulations or any of the terms, covenants, representations or warranties included in this Agreement or a Service Addendum; b) You do not fulfill payment or any other reimbursement agreed upon; c) a court or competent government authority issues a writ of attachment, pledge order, or lien for any share of your Account, assets, or properties; d) your business closes, becomes 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 fulfilling payment orders after said notice of termination is mailed. You will be responsible for all transactions in progress, obligations under this Agreement, and all fees for Services rendered 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. The terms for each Service will be established in the corresponding Service Addendums. The Bank reserves the right to cancel any Service at any time. Any such cancellations will be notified by regular mail. Unless otherwise indicated in the notification, all other Services will continue in full force and effect. You may cancel any Service through written notification to the Bank with 30 day prior notification. The cancellation of a Service does not entail the cancellation of other Services.
4. Upon termination of this Agreement or any Service Addendum, 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 or service charges pending 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.

5. All warranties, representations, and covenants will remain valid and binding, after the termination of this Agreement.

J. Announcements and Notifications

1. You must notify the Bank, in writing, of any changes in your mailing address (the 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. 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 herein.
2. You shall notify the Bank 30 days prior to any changes in the format of the account number, profile of your customers, payment coupons, bills or any other element used in the payment process of Your bills and that affects the provision of any of the contracted Services. The Bank will require a file with the new data so that the conversion of the data is made to ensure the correction and updating of the reports and files provided to You under this Agreement. The Bank may bill you for these changes at the applicable rate and may impose a penalty if You make changes that affect the provision of any of the Services without prior notification to the Bank.
3. 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 or the Services in writing via email, fax, mail or personal delivery at the address specified in the corresponding Account Addendum or in the Service Addendum and will be effective from the date of shipment or as established in the correspondence.

K. 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 thru the e-Commercial Statement Services.
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 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 the Virgin Islands, 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. The Bank will produce and send You the reports listed in this Agreement and the applicable Service Addendums. The frequency and method of delivery will be set forth in the corresponding Service Addendum.

6. 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 and Service Addendums, Account Statements and any attached documents, files, announcements, correspondence, or notification (in general, the "Report") received from the Bank.
7. If You find any omissions 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 ten (10) days of the date of the Report, so that the Bank may investigate the claim and take any necessary action. Should You fail to notify the Bank within this period, the reports will be deemed correct and accepted by You, and the Bank will have no liability with respect to such omissions, discrepancies, or objections.
8. The Bank will process the investigation according to ordinary procedures for management of claims. The Bank reserves the right to request any documents or sworn statements needed for processing a claim under this section; and You agree to provide any such documents. The Bank will inform You of the results of the investigation within a reasonable period of time.
9. You agree that if you do not notify the omission, discrepancy or objection within the time limit established in this Agreement, you release the Bank of any responsibility with in reference to such omission, discrepancy or objection.
10. 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.
11. 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 account 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.
12. **e-Commercial Statement**

You may choose in the Account Addendum to receive your Periodic 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 Addendum.

The Bank will send You an e-mail, informing that your Periodic Statement is available the fourth day after the end of the billing cycle. All Accounts that share the same e-mail address will be included in the notice. You do

not need to receive a notice to access your Periodic Statement which will be available on line for eighteen (18) months.

You will be responsible for establishing a password to access the Periodic Statements and for saving the Periodic 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 1-855-756- 3939. A charge will apply.

The Bank is not liable to verify if You or the Authorized Person received the Period Statement.

L. Resolution of Claims made by Your Clients

1. You will be responsible for handling and solving claims made by your own clients, providers, or creditors, even if they are consequence of a Service provided by the Bank. Any claims to the Bank must be submitted in writing to the Officer in charge of your Account. The Bank will inform You of the results of this investigation within a reasonable period of time.
2. Any complaints received directly by the Bank will be referred to You. You must notify the Bank the result of your investigation within five (5) days following the date the claim was referred to You.
3. Should the Bank need information from You to resolve a claim by a mutual client, regarding payment of a check issued against an account in the Bank, You will provide the requested information within ten (10) Business Days of the date the information was requested.
4. The Bank will not adjust accounts with your clients, or accept service requests or deposits from them.

M. Charges

1. You shall pay the Bank the corresponding monthly service charges stipulated in the Account Opening Addendum to this Agreement and any other charges for Services requested by You, as stipulated in the corresponding Service Addendums (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 compensate 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 a Service Addendum, such as check printing charges, or copies and delivery of documents and information.
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. Any unpaid balance will accrue interest in accordance to the Bank’s rates in effect at the moment. If necessary, the Bank may use any other lawful method to collect unpaid amounts owed to the Bank.

6. The Bank may change Service Charges from time to time. Any change and its effective date will be notified to You, in writing, by the Bank.
7. Any changes or requirements requested by You for this Agreement or a Service Addendum 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 and the Service Addendums. The Bank will not be responsible for any check or withdrawal order that is rejected due to insufficient funds in the Account as result of Service Charges debited to the Account.

N. Arbitration

1. You and the Bank agree that any controversy or claim between yourselves against any agent, employee, successor, or designated agent, whether or not related to this Agreement and/or Service, and any claim or dispute related with this Agreement, Service, 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 US or British Virgin Islands. 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.

O. Compliance

You agree to use the Account and its Services 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 provenance of funds and transactions.

P. Representations and Warranties

1. The Bank does not represent or warrant, explicitly or implicitly, that the Services will be suitable for You for a particular interest or use. You agree

that the Bank provided You with adequate information regarding each Service and that You have decided, freely and voluntarily, to subscribe to this Agreement.

2. You represent and warrant the Bank that You do not intend to use, and will not use, any of the Services for the purpose of providing, directly or indirectly, any service (including, but not limited to, financial accounting services, data processing, management, or other related services) to any other individual or entity.

Q. Computer Software

1. The Bank uses software created by third parties, bearing no relation to the Bank, which are commercially available to provide 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 warranties 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.

R. Limitation of Liability and Indemnity

1. The Bank shall exercise due care and diligence in the performance of its obligations under this Agreement and the Services Agreement. However, 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 and to the extent that the resulting damages could have been avoided or mitigated if You reasonably verified the information provided by the Bank, pursuant to the provisions of this Agreement. 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. In addition to your responsibilities pursuant to the Service Agreement, You assume responsibility, and commit to indemnify and hold the Bank harmless from any claims, suits, costs, fees, loss, or expenses of whatever nature to which the Bank may be subject, whether directly or indirectly, on account of: (a) mistakes, or negligent, or intentional acts carried out by You, your employees, agents, representatives, or contractors arising from the use of the Service provided by the Bank, (b) your failure to comply with its guarantees or any provision of this Agreement; and (c) the Bank's compliance with any instructions given by You and related to the Services.
3. The Bank reserves the right to require You to have, during the life of the present Agreement, a compliance bond and/or insurance coverage for public liability and/or fidelity bond for the amounts the Bank, at its sole discretion, sets. Such insurance policies or bonds must be issued by insurance companies and must contain terms and conditions acceptable to the Bank.

4. 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 or the Service Agreement. 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 Service Agreement. 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.
5. The Bank shall not be responsible for non-compliance with any provision of this Agreement if said non-compliance is caused, in whole or in part, by circumstances beyond the control and responsibility of the Bank, including, but not limited to: communication failures, telephone or electric power services interruptions, mechanical defects in the equipment used in rendering the Services, explosions, accidents, fires, floods, war, criminal, or terrorist acts of government agencies, third persons, 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 or any other Services 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 or any other Services remain interrupted due to the emergency, all this if possible under the circumstances.
6. 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.
7. 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.
8. The Bank will not be liable for your mistakes regarding the amount, certitude, 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.
9. **DISCLAIMER OF WARRANTIES. THE SERVICES, PROVIDED UNDER THIS AGREEMENT, THE SERVICE AGREEMENT OR ANY OTHER SERVICE ADDENDA, ARE PROVIDED ON AN "AS IS", AS "AVAILABLE". THE BANK DOES NOT OFFER ANY WARRANTIES, OF ANY KIND, EITHER EXPLICIT OR IMPLICIT, INCLUDING BUT NOT LIMITED TO WARRANTIES OF TITLE, QUIET ENJOYMENT, QUIET POSSESSION, MERCHANTABILITY, OR FITNESS FOR**

A PARTICULAR PURPOSE OR NON-INFRINGEMENT. FURTHERMORE, THE BANK DOES NOT OFFER ANY WARRANTIES OF ANY KIND WITH RESPECT TO LOSS OR CORRUPTION OF DATA, LOSS OR DAMAGE TO EQUIPMENT AND/OR SOFTWARE, SYSTEM RESPONSE TIMES, TELECOMMUNICATION LINES, OR OTHER COMMUNICATION DEVICES, QUALITY, AVAILABILITY, RELIABILITY, SECURITY ACCESS DELAYS OR ACCESS INTERRUPTIONS, COMPUTER VIRUSES, BUGS, OR ERRORS. THE BANK DOES NOT OFFER ANY 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 ASSUMES NO RESPONSIBILITY OR LIABILITY IF TELECOMMUNICATION CARRIERS ARE NOT AVAILABLE AT ANY GIVEN TIME. 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 THE SERVICES PROVIDED BY THE BANK. NO ORAL ADVICE OR WRITTEN INFORMATION GIVEN BY THE BANK REPRESENTATIVES WILL CREATE A WARRANTY; NOR MAY RELY ON ANY SUCH INFORMATION OR ADVICE.

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

10. 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.

S. Auditing

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

T. Intellectual Property

1. The Bank warrants it is the sole owner of or is duly authorized to provide the 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. You agree that all documents and software listed in the Service Addendums and other related items are property of the Bank, and You may not copy, use, or allow other persons or legal entities to use them without prior, written authorization from the Bank; and that the Bank may claim them at any time.
5. If this Agreement or any Service 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.

U. Electronic Recording

The Commercial Customer 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 any of the Services.

V. Confidentiality

You recognize that during the term of this Agreement and as part of the Commercial Services, 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 carrying out the Commercial Services or 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 Commercial Services, 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.

W. Security Controls

You are responsible for maintaining security controls in your communications and systems networks used to access any of the Commercial Services. 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.

X. 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 suspend any of the Services herein under agreement.

II. PROVISIONS THAT RULE THE USE OF THE ACCOUNT AND SERVICES

In order to qualify for Services and process transactions, debits, or credits initiated or authorized by You, your Account must remain active during the life of this Agreement.

A. Authorized Signatories and Authorized Persons

1. At the time You open the Account, You shall appoint the persons authorized to sign payment orders against it ("Authorized Signatories") in the Corporate Resolution or DBA Resolution, as applicable (the "Resolution"). The Bank may pay any item bearing an Authorized Signature.
2. You may authorize in the Resolution the use of a signature produced by a machine or artifact (Facsimile Signature) for an Authorized Signatory of the Account.
3. You shall provide the Bank with a sample of the Signature Facsimile. You are responsible for maintaining the facsimile signature machine under strict control, and verify the Account Statements and cleared checks or their electronic versions, as established in this Agreement, to identify any unauthorized use of the Signature Facsimile. You agree that the Bank may pay items bearing the authorized Signature Facsimile, even if made by a person not authorized to use it or by a counterfeit machine for the reproduction of signature facsimiles.
4. You agree to release and indemnify the Bank from any liabilities resulting from the use of Signature Facsimiles, including lawyer's fees and any litigation costs.
5. You agree to register the Authorized Signatures whenever they have deviated notably from the signatures in the Resolution. You agree to release the Bank from any liabilities for not fulfilling payment orders or issues with signatures different from the ones registered.
6. 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.
7. You must appoint one or more persons ("Authorized Person"), whom You must include in the corresponding Service Addendum for each service so that the person may: (1) conduct transactions on your behalf (2) receive Bank information related to Service operations, including but not limited to the access code provided by the Bank; (3) issue written instructions or notify the Bank of any action or request from You; and (4) issue any document related to this Agreement the Service Agreement or any other Service Addendum that the Authorized Person may deem necessary or convenient.

8. In the event of death of an Authorized Person or Signatory in the Account, You shall notify the Bank immediately and make the necessary arrangements for a new Resolution and the corresponding changes to the Service Addendum, if applicable.

B. 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, by mail, 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 or automated teller machines. 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 refused 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, the penalty fee imposed by the Bank on returned items, 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. The Bank may require that You provide certain warranties and indemnities as a condition to accepting as deposit a substitute check from a non-banking entity.
10. 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.

C. **Payment Order**

1. The Bank may refuse to pay any check, substitute check, or item against the Account (payment order) if:
 - a. 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;
 - b. the Bank becomes aware of the existence of a dispute or potential claim about funds deposited in the account; or
 - c. 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.
2. 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.
3. 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.

4. 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.
5. 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.

D. **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 cut-off 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 Credit Line is 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 (or) or joint (and) Account against funds deposited in any of your accounts.

E. **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 US and British Virgin Islands 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 with 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.

F. Stop Payments

1. The Bank will accept Stop Payment Orders on checks and preauthorized debits from any of the Authorized Signatories in the Account. Stop Payment Orders must be requested on the printed forms provided by the Bank for this purpose, or by phone, via Business Banking Center. 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 benefits, credit, goods, or services of any kind in exchange for the check or preauthorized 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 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.

G. 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.

H. Post-Dated Checks

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 the 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.

I. Pledged 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.

J. Transfer to Third Parties

Funds deposited in the Account shall not be pledged, assigned or transferred to third parties or institutions as a guarantee for loans or other obligations, except when authorized in writing by the Bank.

K. Confidentiality

The Bank respects your right to confidentiality regarding your Account and will only disclose your information when required by law.

L. Legal Processes against the Account/ Writs of Garnishments

1. You understand that the Bank will comply with any writ of attachment issued by a court or government authority (including but not limited to the Virgin Islands Internal Revenue Bureau (IRB)), and will freeze and/or deliver any funds available in the Account at the time the order or writ is presented to the Bank, in accordance with terms thereof.

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 of the Authorized Signatories in a joint and several account (or), 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. If the Bank incurs in any expense including but no limited to legal fees and other disbursements related to any legal action, that are not reimbursed, the Bank may charge the Account without prior notice to You.
6. The Bank may impose a processing fee in the event it is served with an order to garnish funds in the account.
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 set-off and security interest.

M. Set-off

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.

The Bank is expressly authorized to debit your Account or any other account that You may have with the Bank, any amount owed by You to the Bank, without prior notice, subject to the provisions of applicable law.

N. Inactive Accounts and Unclaimed Funds

If You do not make transactions in your Account during the specified period of time stated in the Deposit Account Addendum, the Bank may charge a fee for inactivity until use of the Account is reactivated or the Account is closed.

The following paragraph applies to USVI only: All Accounts 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 Lt. Governor of the Virgin Islands, or such other entity that has a right to receive such monies. The Bank will not be responsible for such transferred funds.

The following paragraph applies to BVI only: All accounts that for a period of seven (7) consecutive years or more do not reflect transactions will be closed, and the funds will be transferred to the BVI Government to be disposed according to existing law and regulations pertaining to dormant accounts and unclaimed

funds. The Bank shall have no further responsibility to You regarding such funds. This does not apply to Government Accounts.

O. Authorized Signatories

1. Joint and Several Account (and/or)
 - a. You can authorize each Authorized Signatory to make transactions in the account as Joint and Several. If your Account is a Joint and Several Account (and/or) 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.
 - b. 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.
 - c. 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.
 - d. Each Authorized Signatory may have access to the account through electronic methods, including but not limited to, ATMs and Internet Banking, if an ATM card is requested.
2. Joint Accounts (and)
 - a. The Bank may open a Joint Account (And) under certain circumstances and at its sole discretion. If You have a Joint Account (and), by definition, You authorize two or more people to sign in the Account (Authorized Signatories) and require two or more Authorized Signatures to conduct any transactions.
 - b. The Bank will require the presence or signature of all Authorized Signatories, as established in the Account opening document and the Signature Document or Special Resolution (when applicable) 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.
 - c. Authorized Signatories will not have access to automatic teller machines if your account is Joint (and).

P. Calls to Business Banking Center

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. ATH Card (ATM)

1. It is an essential condition for issuance and use of the ATH card to maintain an active Account with the Bank. Only Joint and Several Accounts (or) are eligible to receive ATH cards.

2. You may perform withdrawals from and deposits into the Account, transfer funds between different sections of the Account at Automated Teller Machines (ATMs), and purchases in Points of Sale (POS) by using the Card and the Personal Identification Number (PIN) You select. Such transactions shall be governed by the terms and conditions of this Agreement. Cash withdrawals from the Ideal Business account may not exceed \$500 per day for a Regular ATH card or the ATH International Visa card, and \$1,000 per day if it is an ATH International Visa Gold.
3. The ATH card may be used to access the Bank's ATMs and other electronic teller machines affiliated to the ATH Network, inside and outside USVI or BVI, and any local or international networks to which the Bank may become affiliated. Using your ATH 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 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.
8. The Bank may issue additional ATH cards to all Authorized Signatories and recognize the cards and corresponding PINs 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 ATH card and the PIN will be deemed valid. Each Authorized Signatory will be responsible for such withdrawal(s), and release the Bank from any responsibility arising from losses that each may suffer as a result of the use of the ATH Cards and PINs.
9. You are responsible for maintaining your PIN confidential in order to prevent unauthorized transactions. For this reason, You agree not to write the Personal Identification Number on the card.
10. You acknowledge that the card is property of the Bank at all times, and You agree to return it immediately upon request. The ATH card is non-transferable.
11. The Bank is not responsible for the acceptance or rejection of the ATH card at commercial establishments or any other establishments.
12. If at any time, your Ideal Business account, has no available funds in the Account, funds will be automatically withdrawn from the Ideal Business Line of Credit, subject to the terms and conditions of this Agreement.
13. The Bank may cancel the ATH card at any time without giving you prior notice. In addition, the ATH card will be automatically canceled if there is no activity over a period of 18 consecutive months.
14. The use of the ATH 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. ATH International Visa Cards

1. The ATH International Gold cards (ATH International Card) are cards issued by the Bank that can be used as a ATH card, subject to the terms and conditions established in Section A above, 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. Cash withdrawals from your Ideal Business or BSmart account can NOT exceed \$1,000.
3. The ATH International Card IS NOT A CREDIT CARD. All transactions made with the ATH International Card will be debited from your Account.
4. When You use the ATH International 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 an ATH International 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 ATH International Card shall not be subject to Stop Payment Orders. It is expressly agreed that You waive this right.
 - d. In case of Ideal Business Account, when receiving a payment order corresponding to a purchase or cash advance at a moment when there are no funds available in the Account, the Bank is under no obligation to increase the available credit limit in the Ideal Business Line of Credit to cover the overdraft. The Bank has the option of refusing payment order from the merchant or financial institution, and You alone will be liable for payment of the corresponding purchase or cash advance. In this case, the Bank will collect the applicable charge for insufficient funds.

C. Responsibility in Withdrawals and Purchases with Regular ATH Card

1. You will be responsible for all transactions at automatic teller machines and for purchases using your Regular ATH Card. The Provisions of Regulation E, which regulate electronic funds transfers in consumer accounts and the Bank and consumer responsibilities for non-authorized use, do not apply to commercial accounts. The Bank will not be responsible for non-authorized transactions made with your Regular ATH 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 ATH Card, You may lose all the funds deposited in your Account, as well as your available credit in your Flexiline 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 1-888-724-3659 (toll free), 24 hours per day, 7 days a week. The telephone numbers available for the hearing impaired are (TDD) is 1-800- 981-9666 (toll free). 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 phone 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.

D. Responsibility for Non-Authorized Use of the International ATH

1. Regulation E disclosures, which regulate electronic funds transfers in consumers accounts, do not apply to commercial accounts. The Bank, however, has adopted the *Zero Liability Policy* which provides You protection against non-authorized transactions made with your International ATH card, subject to the conditions mentioned later on.
2. This protection is subject to the 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 ATH 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 ATH and International ATH 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 or 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 your instructions. 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, 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 any Service contracted by your 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 or any other 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, including the installation of properly certified antivirus programs. You guarantee that You will not allow any individual to initiate transfers without due supervision and

safeguards; 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 IDEAL BUSINESS AND BSMART ACCOUNTS

- A. Ideal Business Account and BSmart Account offer You a basic Checking Account (Ideal Business and BSmart, respectively), an Investment Module (Ideal Business Investment and Savings Section respectively), and a Credit Line Module (Ideal Business Line of Credit and BSmart Credit Line, respectively) in one account number. The modules are optional. You may combine the Checking Account with one or both modules according to your needs. Also, You may choose to manage your funds personally or automatically.
- B. Ideal Business Account may be opened by corporations, partnerships, business entities or individuals operating as DBAs or under a commercial trade name. BSmart may only be opened by individuals operating as DBAs or under a commercial trade name. If You open a BSmart Account, You agree that the account will be used for commercial purpose only. For both accounts if it is established as a Joint and Several Account (and/or), You may request the Bank to issue an ATH card with the name of each one of the Authorized Signatories to have access to ATMs. In the same manner, You will also have the opportunity of requesting the ATH International Visa Card from the Bank.
- C. **Checking Section Ideal Business Account and BSmart**
 1. You will keep the minimum balance indicated in the Addendum to the Agreement to avoid service charges (applies only to Ideal Business).
 2. If You select the automatic function for the savings section, You must establish a compensatory 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.
- D. **Ideal Business Investment and BSmart Savings Section**
 1. When opening the Account, the Bank will inform You in the Addendum to the Agreement 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. Interest will be calculated and credited according to the interest rate and manner established by the Bank.
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 required as compensatory 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 compensatory balance deposited 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 whatever reason), that guarantees an advance made from the credit line.

E. Ideal Business Line of Credit and BSmart Credit Line

1. The credit line is subject to credit approval. Therefore, when applying for the credit line (either upon opening the account or afterwards), You authorize the Bank to inquire upon and obtain the necessary credit reports for the extension of credit under the credit line.
2. Upon opening the credit line 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 credit line:
 - a. You may issue a check or authorize a debit (e.g. to the ATH card) from the checking section for a sum in excess of the available balance in the checking and savings section, or
 - b. Issue a special check directly against the credit line, without considering the balance in the checking or savings section.
4. The activation date of the credit line will determine the start of minimum payment toward the principal balance. If You activate the credit line 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 credit line will be for the exact amount of overdrafts or for the amount of the special check drawn directly against the credit line, 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 credit line 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 Addendum to the Agreement.

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 360 days. This daily periodic rate will be multiplied by the daily ending balance, with the sum accumulating until the last day of the billing cycle.
8. The Finance Charge and the corresponding Annual Percentage Yield (APY) may vary periodically. Changes in the finance charge will be subject to changes in the maximum interest rate dictated by the Financial Board or any other regulatory agency with competent authority. Changes to the Finance Charge and APY will apply 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 APY 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 Ideal Business You have the following options:
 - a. **Daily** – Every day, the system will automatically transfer funds from Ideal Business until Ideal Business 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;
 - b. **Monthly** – Once a month, the system will debit funds from Ideal Business 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 Ideal Business 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 toward the principal balance for BSmart Account, every day, the system will automatically transfer funds from the checking section until the credit line 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 credit line 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.

11. You may make additional payments to the credit line 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 credit line 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 (120) 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 credit line periodically, as it deemed necessary; continued use of the credit line will only be allowed at sole discretion of the Bank. If your credit line 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 credit line.
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 credit line after initiating a judicial claim for non-compliance with the terms of this Section. In this case, the remaining balance will not be deemed cancelled.

F. Payment of 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 credit line (if applicable). If You have not opted for automatic investment, the order will be: checking section, credit line (if applicable), and credit line is extended by pledging funds available in the savings section.

G. Management of Deposits

If the Account has its credit line 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 credit line until it is paid-off, and finally, any excess over the compensatory balance will be transferred to the savings account (if applicable).

V. SPECIAL PROVISIONS APPLICABLE TO THE ESCROW ACCOUNT FOR REALTORS AND REAL ESTATE COMPANIES

- A. Pursuant to Act 10 of 1994 ("Act 10"), all realtors and real estate companies operating in Puerto Rico must open and maintain, at a bank established in the Commonwealth of Puerto Rico, a "Special Account ("Escrow Account") to deposit all down payments, good faith deposits or other deposits received by the realtor, the company or its realtors and/or real estate sales personnel in connection with a potential real estate transaction.
- B. The realtor or real estate company shall deposit and maintain the amounts received from potential buyers in the Escrow Account.
- C. The realtor or the company represents and guarantees that he/she/it has all the necessary permits to operate as a real estate professional or business in Puerto Rico, including, without any limitation, the realtor or real estate company license issued by the Puerto Rico Real Estate Board (the "Real Estate Board").
- D. The realtor or company agrees to comply with all laws and regulations applicable to the real estate business, including, without any limitation, Act 10 and all regulations approved to implement the provisions of said Act.
- E. The realtor or company agrees:
 1. that only down payments, good faith deposits or other deposits received by the realtor or company from potential buyers in relation to the acquisition of real estate property will be deposited in the Escrow Account;
 2. to maintain the funds deposited in the Escrow Account totally separated from their operational, personal or business accounts;
 3. to maintain adequate records for all funds deposited in the Escrow Account;
 4. to provide the Bank, within five (5) days, all documents requested by the Bank in relation to the funds deposited in the Escrow Account;
 5. to cooperate with the Bank during any review or inspection of the Escrow Account by the Consumer Affairs Department or the Real Estate Board;

6. to provide, as applicable, while the Escrow Account is in existence, the names of all realtors and/or real estate sales personnel authorized to use said account; and
7. to notify the Bank immediately when the authority conferred to any of the realtors and/or real estate sales personnel mentioned in item E. 6 is modified or revoked by the realtor or the company.

- F. The realtor or the company agrees with the Bank that the service fees pertaining to the Escrow Account and any other charge related to the compliance with this Contract will be debited from the realtor's or the company's account as indicated in the Escrow Account Addendum.
- G. In addition to the indemnities included in the Limit of Bank's Responsibility and Indemnities section of the General Provisions of this Contract, the realtor or the company hereby agrees to indemnify the Bank for any claim, lawsuit, cost, fees, loss or expense of any nature to which the Bank may, directly or indirectly, be subject to in connection with a dispute regarding the ownership of the funds deposited in the Escrow Account and/or issues arising from management by the realtor, the company, its employees, agents or representatives.
- H. The realtor or the company agrees that the funds deposited in the Escrow Account may not be used to guarantee personal or business obligations or for any other uses not authorized by Act 10.

VI. OTHER COMMERCIAL ACCOUNTS

- A. In addition to Ideal Business Account and BSmart, 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 ATH cards. These accounts may or may not accrue interest.

VII. FUNDS TRANSFERS

- A. General Terms and Conditions

The following terms will apply to fund transfers You request or receive through the Bank's fund transfer service.

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 or to hold the funds for the recipient. 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 the intermediary bank or transfer system ("Intermediary Bank") it deems appropriate under the circumstances in order to forward the funds to the recipient, including, but not limited to, Fedwire, SWIFT or Telex, and must operate subject to the policies and procedures of each 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 Signer 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** - 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. This same rule will apply to the Bank when the Transfer is being sent to You and when returning the Transfer to the remitting Bank. 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 not the Bank's.

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 banknotes, 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. 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 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); or (g) 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
 - Exhibit E - Non-repetitive Automatic Transfers (applicable to requests made through electronic means)

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 47 (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.

VIII. 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 787-724-3659 (mobiles and Metropolitan Area) or toll free 1-888-724-3659 (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 the Virgin Islands and Puerto Rico. Please inquire for information about the availability of funds deposited at other locations.

A. How to Determine the Availability of Deposited Funds

The length of the delay is counted in business days, starting on the first business day after the day of the deposit. Business days are defined as every weekday, except Saturdays, Sundays, and federal holidays. Although the Bank offers public banking services on Saturdays, Sundays, and some federal holidays, these are not considered business days.

B. Availability of Funds Deposited for Purposes of Cash Withdrawals, the Purchase of Goods and Services in Establishments that Accept the ATH Card as a Mean of Payment (Point of Sale Transactions) and for the Payment of Checks.

1. **Deposits Available for Cash Withdrawals on the Same Day of the Deposit**
 - a. Electronic fund transfers, such as: Social Security benefits and payroll payments by direct deposit.

2. **Deposits Available for Withdrawals on the Next Business Day Following the Date of the Deposit:**

Federal Regulation provides that certain items be available for withdrawal on the business day following the date of the deposit:

- a. Cash
- b. Wire transfers
- c. Checks drawn against any Banco Popular branch located in the US and British Virgin Islands or Puerto Rico; US Treasury Checks; Postal Money Orders; Federal Home Loan Bank Checks; and Federal Reserve Bank Checks, notwithstanding the amount of these checks.
- d. Certified Checks, Official Checks and checks from the Government of the Virgin Islands made payable to the owner of the account and presented directly to a Bank Representative using the Bank's Special Deposit Slip. This slip can be obtained from any Bank Consultant. If the owner of the account does not use this slip, the funds of these checks will be available as indicated in clause 3 of this section.
- e. The first \$1,000 of the total deposit of other checks drawn on banks other than Banco Popular.

3. **Availability of Other Checks Deposited**

The availability of funds from other checks deposited will depend on Banco Popular's policy.

a. **Deposits in Commercial Transaction Accounts**

The first \$1,000 of the aggregate sum of other checks deposited on any business day will be available in the following manner:

- (1) If the total aggregate amount of the deposit with other checks is \$1,000 or less, the entire amount of the deposit will be available for withdrawals and payments the next business day.
- (2) If the total aggregate amount of the deposit with other checks is more than \$1,000, the Bank will make available \$1,000 for withdrawal the next business day.
- (3) The remainder of the funds deposited will be available for cash withdrawals and payments of checks on the third business day following the day of the deposit.

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

1. 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 deposit will not be paid.
 - 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).
2. 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.

D. **Special Rules for New Accounts**

If You are a new customer, electronic transfers (such as Social Security benefits and payroll payments through direct deposits) will be available for withdrawal on the same day as of the deposit. However, the following rules will apply during the first thirty (30) days after opening your Account:

1. The next business day funds available policy of \$1,000, as provided in the item B(3)(a) of this disclosure, shall not be applicable.
2. US Treasury Checks; Postal Money Orders; Federal Home Loan Bank Checks, Federal Reserve Bank Checks, Certified Checks, Official Checks and checks from the Government of the Virgin Islands will be available for cash withdrawal and payment of checks on the next business day.
3. The funds of other checks deposited can be delayed for a longer period as established by the regulation.

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

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

1. Cash Deposits - Deposits made before 9:30 p.m. on business days will be immediately available for payment of any type of transactions.
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 ATH card; 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.
3. The automatic teller machines can only process up to the \$100 dollar bill denomination.

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

1. Checks deposits - Deposits 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. These funds will be credited to the checking or savings section selected by You at the moment of the transaction. The following deposits will not be processed: U.S. Postal Money Orders or Money Orders not issued by Banco Popular, Official checks issued by institutions outside of Puerto Rico, Postdated checks, Checks payable to the order of someone other than the account holder. Although the automatic teller machine and the mobile application accepts any of the checks mentioned above, it will be rejected, and we will communicate with You so You can get it back.
2. To obtain details regarding the requirements applicable to Mobile Easy Deposit, refer to the Electronic Banking Services Agreement at <https://documents.popular.com/terms/mibanco/terms-conditions-en>.

G. Check Clearing for the 21st Century or Check 21 Act (“Check 21”)

Check 21 was enacted to facilitate the interchange of checks between financial institutions and improve the overall efficiency of the payment system. As part of these changes, Banco Popular is converting its check processing system to an electronic interchange with other local banks and the Federal Reserve Bank. To achieve this, Banco Popular will digitalize all the checks drawn by our customers before they are processed. This new process eliminates the handling of physical checks as they will only travel and be sorted electronically.

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.

IX. 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.