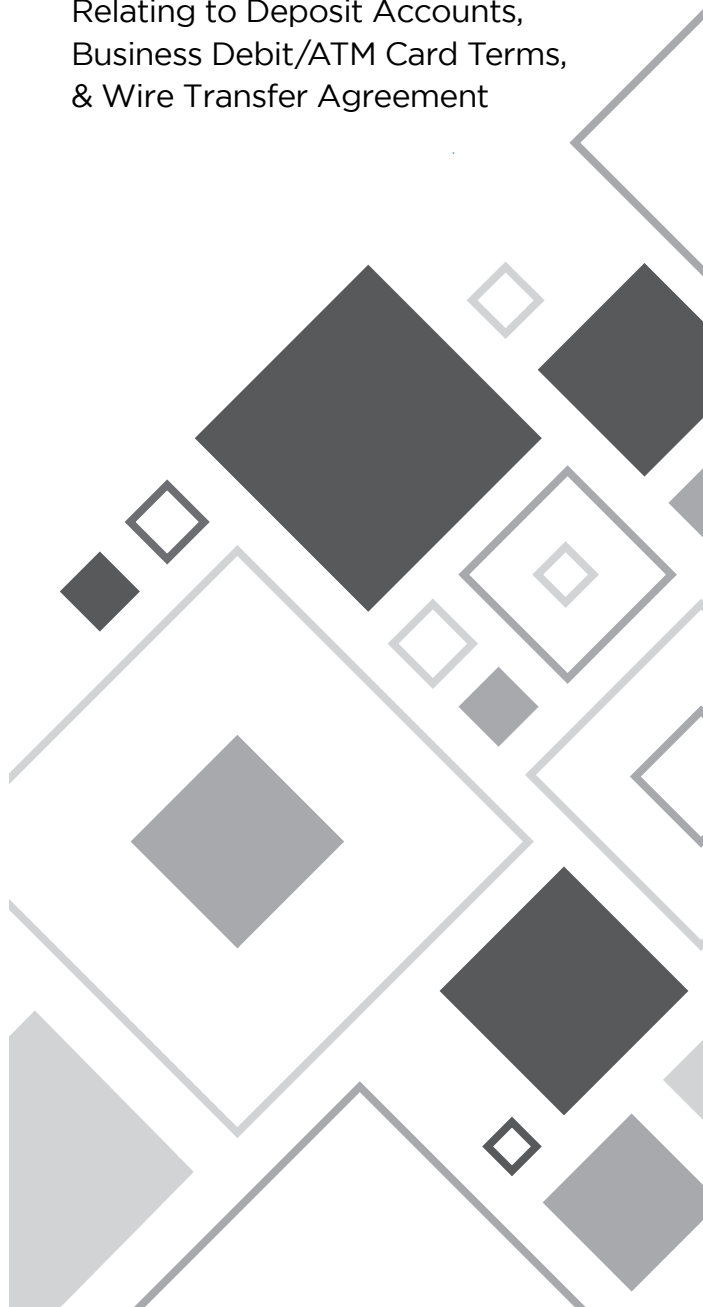


# Business Banking Disclosure and Agreement

# **Business Banking Disclosure and Agreement**

Relating to Deposit Accounts,  
Business Debit/ATM Card Terms,  
& Wire Transfer Agreement



# Table of Contents

<b>INTRODUCTION</b> .....	1
<b>GENERAL INFORMATION REGARDING ACCOUNTS</b> ..	2
<b>GENERAL TERMS RELATING TO ALL BUSINESS</b>	
<b>ACCOUNTS AND SERVICES</b> .....	3
Account Ownership.....	3
Account Owner Disputes.....	6
Account Processing Order.....	6
Accounts Presumed to Be Abandoned.....	7
Fraud Prevention Measures .....	8
ATM/Night Depository Safety Precautions .....	8
Backup Withholding.....	9
Change of Address .....	9
Changes to Agreement.....	10
Closing an Account.....	10
Termination of Analysis Service.....	10
Credit Verification.....	10
CTR Reporting.....	10
Death or Adjudication of Incompetency.....	11
Dormant Accounts .....	11
FDIC Insurance .....	12
FDIC Deposit Insurance Coverage Fee.....	12
Foreign Exchange Rate.....	12
Funds Availability.....	13
How to Contact Us with Comments or Concerns .....	13
Joint and Several Liability.....	13
Legal Process.....	13
Notices.....	14
Privacy Statement.....	15
Restrictions on Accounts and Services/Right of Refusal and Termination of Account .....	15
Statements and Notices .....	16
Telephone Monitoring .....	16
Telephone Transfers .....	16
Unlawful Internet Gambling.....	17
Unregistered Money Service Businesses (MSBs) .....	17
Use of Wireless Devices .....	18
Verification of Identity.....	18
<b>TERMS RELATING TO LIMITS OF LIABILITY, COLLECTION AND DISPUTE RESOLUTION</b> .....	19
Our Liability under this Agreement.....	19
Indemnification.....	20
Collection Expenses .....	20
Grant of Security Interest and Right of Setoff.....	20

Dispute Resolution.....	21
Representations and Warranties .....	21

## **RULES AND REGULATIONS APPLICABLE**

<b>TO DEPOSIT ACCOUNTS</b> .....	21
<b>Checking Accounts</b> .....	21
Protecting Your Accounts.....	21
Examining Statements and Reporting Problems.....	22
Earnings Credit Rate.....	23
Unsigned Drafts.....	24
Deposit Reclassification .....	24
<b>Check Processing</b> .....	24
Check Processing Order.....	24
Returned Items .....	24
Automatic Redeposited Check.....	25
Non-Sufficient Funds/Overdraft Fee.....	26
Payment of Checks and Other Items .....	26
Demand Drafts .....	27
Number of Signatures.....	27
Substitute Checks .....	28
Automated Clearing House (ACH) Transactions .....	28
Stop Payment of Checks .....	29

## **ADDITIONAL INFORMATION REGARDING**

<b>CASHIER'S CHECKS AND MONEY ORDERS</b> .....	29
Examining Checks.....	30
Facsimile Signatures.....	30
Deposits by Mail .....	31
Miscellaneous Collection Items .....	31
Deposit Error Correction.....	32
Endorsing Checks.....	32
Identifying the Account .....	32
Lost Checks.....	33
Third-Party Endorsement.....	33
Check Cashing .....	33
Check Legends/Notations.....	34
Large Cash Withdrawals.....	34
Sample Signature .....	34
Stale- and Post-Dated Checks.....	34
Withdrawal Restrictions .....	35
<b>Business Money Market Accounts</b> .....	35
Restrictions on Business Money Market Accounts.....	35
<b>Time Deposits (CDs)</b> .....	35
Early Withdrawal Penalties .....	35
Early Withdrawal without Penalty (Excluding Retirement Accounts) .....	35
Grace Period .....	36

Issuance of Time Deposits .....	36
Negotiability .....	36
<b>Business Debit/ATM Card Terms</b> .....	36
Issuance and Use of Cards .....	37
Limitations .....	38
Security Measures .....	39
Your Liability .....	40
Our Liability for Failure to Complete a Transaction ...	40
Disclosure of Information about Your Accounts .....	41
Future Changes and Cancellation .....	41
<b>WIRE TRANSFER AGREEMENT</b> .....	42
Security Procedures .....	42
Reliance on the Content of Wire Transfer	
Instructions .....	43
General Provisions .....	43
<b>BUSINESS ONLINE BANKING</b> .....	43
<b>POPULAR ONLINE BANKING</b> .....	43

## How to Contact Us

Customer Care Center  
P.O. Box 4906  
Miami Lakes, FL 33014

Telephone Banking and Customer Service:  
1.800.250.6968  
7:30am - 12:00am ET, Monday through Friday  
9:00am - 6:00pm ET, Saturday and Sunday

[www.PopularBank.com](http://www.PopularBank.com)

## Introduction

Welcome to Popular Business Banking, and thank you for opening your account with us.

This Business Banking Disclosure and Agreement (hereinafter referred to as the “Agreement”) is our disclosure brochure and constitutes part of the agreement between you and us. When you open a deposit account with us, you agree to the terms and conditions described in this Agreement, as well as to the terms and conditions set forth in the (i) Account Product Disclosure(s); (ii) the *Schedule of Fees*; (iii) Rate Sheets (for interest-bearing accounts only); (iv) Overdraft Line of Credit (if you open this line when you open your account); (v) IRAs, Simplified Employee Pension Plans (“SEP”) and trust accounts disclosures (for IRAs, SEPs and trust accounts only) and (vi) Signature Card(s) for the account(s) you elect to open. These additional documents (hereinafter referred to as the “Additional Disclosures”) and the terms and conditions set forth therein constitute an addendum to this Agreement. You may also agree to separate services that relate to your account, such as Popular Online Banking, ACH origination and the like. This Agreement is intended to operate as a “master agreement” with respect to all such services. Your and our rights and obligations under this Agreement and the Additional Disclosures are governed by and interpreted according to state and federal law. The laws of the State of New York govern this Agreement, unless otherwise provided herein. If any of the clauses of this Agreement or the Additional Disclosures are declared null and void or illegal, then the remaining provisions will maintain their full force and effect.

### **This Agreement contains a Dispute Resolution provision.**

Please read this Agreement and the Additional Disclosures carefully and keep them for your records. By opening a Popular Bank account and executing a Signature Card, you are agreeing to the terms of this Agreement and to the applicable Additional Disclosures.

Popular Bank (the “Bank,” “we,” “us” or “our”) is the issuer of your account. The products and services available at our branches in each state, and the fees and terms applicable to them, may differ from state to state.

Some products and services may not be available in every state. Throughout this Agreement, the words “you,” “your,” “yours” and “Account Owner” refer to the account owner or owners. Any reference to “days” in this Agreement signifies calendar days unless otherwise noted as “business days.”

## General Information Regarding Accounts

The following information applies to Popular Bank business accounts:

- In general, we will offer you a Debit Card when you open a checking account with us. You may receive an ATM Card when you open a money market account with us. You may also use your applicable Business Debit Card or ATM Card for electronic banking services if you request a personal identification number (PIN) and tell us to link one or more of your checking or money market accounts to your applicable Business Debit Card or ATM Card.
- We may endorse checks for you that we receive for deposit.
- We may transfer funds between your accounts, transfer your accounts to other branches, and take other action on the oral or written instructions of any signer. We may require written authorization for some actions.
- We require each Account Owner who opens a new account (and any applicable additional signers) to provide a certified Taxpayer Identification Number (“TIN”) for tax reporting purposes.
- We may rely on the information that you give us and that we enter into our records, until you notify us in writing of a change.
- We may obtain credit reports and make any other inquiries about you.
- Transactions that you perform are not effective until we process them at the processing center for the branch where the account is located.
- If we believe that there is a dispute about ownership or control of your account, then we may place a hold on it and not release funds until we receive either a court

order or an instruction signed by all persons claiming an interest in the account. We may also choose to file an interpleader action.

- We may deduct amounts that you owe us under this Agreement, such as fees and charges, from your accounts with us or with our affiliates, as allowed by law.
- We may take a check or other item for deposit to your account from anyone. We are not required to question the authority of the person making the deposit.
- We may refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier’s check) if we believe that the amount is unreasonably large or that honoring the request would cause us an undue hardship or security risk.

The following applies only to accounts with more than one Account Owner:

- We may require the signatures of all Account Owners (and any applicable additional signers) if we have actual knowledge or otherwise believe that there are conflicts among you regarding account ownership/control.
- We may cash or deposit all checks payable to any Account Owner (and/or any applicable additional signers) when endorsed by any other Account Owner (and/or any applicable additional signers).
- Each Account Owner is individually, jointly and severally liable for debts owed to us on an account, regardless of which signer incurred the debt.

## General Terms Relating to All Business Accounts and Services

### Account Ownership

When you open an account, you may choose one of several types of ownership. You may wish to consult your tax adviser or attorney before opening any type of account. The type of account that you select will depend on how many people will sign on the account, how (or whether) they will share an interest in the account, and the purposes for which the account will be used. The type of account ownership that you select will be indicated on the Signature Card that you sign when you open the account. The types of deposit accounts that we offer include, but are not limited to, the following:

1. **SOLE PROPRIETORSHIP ACCOUNT** – A business account opened by the owner(s) of a business which is not a corporation, association, limited liability company or partnership. The owner(s) or his/her designated agents may make withdrawals. An individual depositor must hold this account unless the depositors are husband and wife. If there is more than one owner, then the owners may select an account with multiple signers.
2. **GENERAL PARTNERSHIP ACCOUNT** – This account is opened in the name of a partnership. Withdrawals are paid on signatures of person(s) specified by the partners or as required or permitted by law.
3. **LIMITED PARTNERSHIP** – An account used by one or more general partners who manage the partnership affairs and bind the partnership, and one or more limited partners who are passive investors. The limited partners neither manage partnership affairs nor can they bind the partnership.
4. **LIMITED LIABILITY PARTNERSHIP** – This type of account is generally opened by law and accountancy firms. Limited liability partnerships opening accounts must include the abbreviation “L.L.P.” or “LLP” in the name of the account.
5. **UNINCORPORATED ASSOCIATION ACCOUNT** – An account opened in the name of an association. Withdrawals are paid on signatures of person(s) authorized by the Board of Directors or Trustees of the association or as required or permitted by law.
6. **CORPORATION ACCOUNT** – An account opened in the name of a corporation. Withdrawals are generally paid on a signature of the person(s) authorized by the Board of Directors or Trustees of the corporation or as required or permitted by law.
7. **IOLA/IOLTA/IOTA** – This account is used by certain professionals to maintain client funds in an interest-earning demand deposit account.
8. **LANDLORD/TENANT ACCOUNT (New York and New Jersey only)** – A business account for landlords to hold security deposits in trust for their tenants.

If you establish a joint account without obtaining signatures of the other Account Owners, then you agree to hold us harmless for reliance on your designation of the other joint Account Owner(s) listed in our records.

If the Account Owner is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship or other entity holding an account in any capacity other than an individual capacity or is acting on behalf of another or in a representative capacity including, without limitation, as an attorney-in-fact or guardian, then each person signing the Signature Card or any other documents, individually and in such capacity, represents and agrees that

- (i) such person is fully authorized to execute all documents in the capacity stated therein,
- (ii) such person has furnished all documents necessary to evidence that authority;
- (iii) such person and Account Owner will furnish any other documents in such form as we may request from time to time and (iv) any instruction from such person, whether oral, electronic or in writing, shall be assumed to be given in such capacity, whether or not such capacity is indicated at the time of instruction. We are not required to recognize any corporate or other entity resolution affecting the account that is not on our form.

Any change in authorized signers will not be effective until five (5) business days after our receipt of the documents effecting the change, provided that we may at our option, recognize such change earlier.

In making payments from funds deposited in an account, we may rely conclusively and entirely upon the form of the account and the terms of the Signature Card and this Agreement at the time the payments are made. Unless we have actual or written knowledge of the existence of a dispute between, or death or incompetency of, depositors, beneficiaries, payees or other persons claiming an interest in funds deposited in an account, all payments made by us from an account at the request of any depositor to the account, and/or the agent of any depositor to the account, in accordance with the terms of the Signature Card and this Agreement shall constitute a complete release and discharge of the Bank from all claims for the amounts so paid regardless whether or not the payments are consistent with the actual ownership of the funds deposited in an account by a depositor and/or the beneficiaries and payees of the account, and/or their heirs, successors, personal representatives and assigns.

YOU EXPRESSLY REPRESENT AND WARRANT TO US THAT NONE OF THE ACCOUNTS THAT ARE OR WILL BE SUBJECT TO THIS AGREEMENT HAVE BEEN ESTABLISHED, OR ARE BEING OR WILL BE USED, FOR PERSONAL, FAMILY OR HOUSEHOLD PURPOSES.

### **Account Owner Disputes**

If multiple owners make conflicting demands, then we may, but are not required to, freeze the funds in the account until the conflict has been resolved.

### **Account Processing Order**

You may use a number of different access devices to withdraw funds from your account, including checks, debit cards (used for POS and ATM), ACH, wire transfer requests, internal debits, Bill Pay and automatic payments. We refer to these as "debits." Under applicable law, we may accept, pay, certify, or charge to the indicated account the debits that we process on any given day in any order we choose. We may establish different processing priorities or categories for checks and other kinds of debit devices.

We process credit, debits and withdrawals and fees in the following group order:

First: All deposits and credits to your account will post.  
Second: The following items will post in the order in which each is authorized/received: wire transfer debits, Bill Pay transactions, withdrawals (excluding ATM transactions), transfers between accounts, government debits, adjustments, returned deposits, and checks cashed in our branches. Third: Everyday debit card purchases and ATM transactions will post in the order in which each is authorized/received. Fourth: Pre-authorized ACH debits whether one-time or recurring will post in the order received by us. When multiple ACH debits are received, they are posted lowest to highest dollar amount. Fifth: Checks are posted in numerical order from lowest to highest check number. Checks presented without a number will post after the numbered checks, and will post from lowest to highest dollar amount. Sixth: Most fees post on the same day they are incurred, however, certain fees including Non-Sufficient Fund (NSF) and Overdraft fees are posted on the business day after an NSF item for return or an overdraft occurs on an account.

If there are insufficient funds in your account to cover a specific check or other debit, this debit may be returned

as unpaid (unless overdraft protection applies or you have an overdraft line of credit) and the system will then attempt to process the next following debit. For more information on non-sufficient funds and overdrafts, see the Section of this Agreement entitled *Non-Sufficient Funds/Overdraft Fee* and our *Schedule of Fees*.

### **Accounts Presumed to Be Abandoned**

State and federal law and Bank policy govern when deposit accounts (including, without limitation, accounts within a retirement plan), are considered "inactive," "dormant" or "abandoned." The applicable state law to determine abandonment will be the law of the state of the Account Owner's last known address. If this information is not known to us or if you have a foreign address, then we will follow the laws of our state of incorporation, which is New York. Generally, in instances where you have not communicated with us, and/or you have not increased or decreased the balance in your account for an extended period of time, as provided in applicable law or regulation, your account is deemed "abandoned." For certain purposes, automated transactions (for example, automated transfers between your accounts) may not be considered activity for this purpose, even if your balance changes. If we consider your account inactive, we may hold all statements, but fees and charges will continue to apply, except where otherwise legally prohibited.

Bank charges or interest payments are not considered activity affecting the balance in your account. In accordance with applicable law, we would remit those "abandoned" funds to the applicable state and have no further liability to you for such funds. The Bank may, at its option, attempt to contact you prior to remittance of funds to the applicable state and will attempt to do so if required by applicable law. We may assess a fee for sending you notice and publishing your name in a newspaper of your state, unless prohibited by law.

Once remitted, you must contact and apply to the appropriate state agency to reclaim your funds. After the funds on deposit have been remitted to the state, the account is closed and the interest does not continue to accrue on any interest-bearing account. The fact that you have an active account with us does not necessarily keep your other accounts active. State law will determine whether related activity is factored in.

## **Fraud Prevention Measures**

We offer certain products and services, such as “positive pay,” and account blocks and filters that are designed to detect or deter fraud. Failure to use such services could substantially increase the likelihood of fraud. If you fail to implement any of these products or services, or if you fail to follow these or other precautions that are reasonable for your type of account or circumstances, then you agree that you will be precluded from asserting any claims against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service or precaution was designed to detect or deter, and we will not be required to re-credit your account or otherwise have any liability for paying such items.

## **ATM/Night Depository Safety Precautions**

The convenience of our ATMs/night depositories allow you to take care of your banking needs at any time.

The security and privacy of your banking business at our ATMs/night depositories depends on your caution and care. We suggest you take the following safety precautions when using any ATM or night depository:

- Always protect your card by keeping it in a safe place. If your card is lost or stolen, notify us immediately.
- Always protect your personal identification number (PIN). Never give your PIN to anyone, or write your PIN anywhere, especially on your card. If you choose your own PIN, then avoid using obvious numbers such as telephone numbers, addresses or birth dates.
- Never provide information about your card or PIN over the telephone. If someone asks for this information, refuse to provide it and immediately notify us.
- Prepare your transaction before going to an ATM or night depository to minimize your time at the facility.
- Always save your ATM receipts and do not leave them or your card at the ATM or night depository facility because they contain important information.
- Shield the keypad with your hand or body while entering your PIN.
- Do not accept assistance from anyone whom you do not know when using an ATM or night depository facility.
- Park in well-lighted areas in close proximity to the ATM or night depository.

- If you use a drive-up facility, then be sure that the passenger windows of your vehicle are rolled up and that the doors are locked.
- Be aware of your surroundings, especially after dark. If you must use an ATM at night, then consider taking someone with you.
- Put your cash away promptly and count it later, in the safety of your car or home.
- We want the ATM and night depository facility to be safe and convenient for you. Therefore, please let us know if a light is not working or if there is any damage to a facility. Please immediately report any suspicious activity or crimes to both the operator of the facility and law enforcement officials.

## **Backup Withholding**

You are required to provide us with a TIN, certified under the penalty of perjury. Proper completion of IRS Form W-9 or other form we provide to you requesting TIN certification fulfills this requirement. For individuals, the TIN is the social security number. For businesses and most other non-individuals, the TIN is the Employer Identification Number (“EIN”). Under certain conditions we may be required to withhold and pay to the IRS a certain percentage of payments of interest. The percentage withheld will be determined by the rate in effect under IRS regulations.

Interest payments may be subject to backup withholding if:

- You do not furnish us with your TIN.
- The IRS notifies us that you furnished an incorrect TIN.
- We are notified by the IRS that you are subject to backup withholding.
- You fail to certify to us that you are not subject to backup withholding.
- You fail to certify your TIN.
- You fail to re-certify your TIN (foreign accounts only).

## **Change of Address**

You must notify us immediately if you change your address. Address changes may be requested only by valid account holders upon proper verification. Address changes may be made by contacting our Customer Care Center at 1.800.377.0800, by visiting a Popular Bank branch, or by



writing to us at the following address: Customer Care Center, P.O. Box 4906, Miami Lakes, FL 33014.

### **Changes to Agreement**

We may change this Agreement at any time as allowed by law. You may be bound by these changes, with or without notice.

### **Closing an Account**

Please refer to the Section below entitled *Restrictions on Accounts and Services/Right of Refusal and Termination of Account*.

### **Termination of Analysis Service**

The Customer or the Bank may terminate analysis service on an account upon prior written notice. In such a case, any remaining amounts payable may be charged to your account.

### **Credit Verification**

By requesting to open an account with us, or by agreeing to be a signer on an account or by obtaining any other service from us, you (and, if acting in a representative capacity, individually and for such entity or principal) agree that we may obtain credit information from consumer reporting agencies, and/or by any other means. You agree that we may obtain such information (i) at the time you open the account; (ii) at any time you request any service, while your account is open, or a service you are subscribed to is available, or (iii) after your account or service has been closed if you owe us any amounts related to your account or service. We may use such information at our discretion. If you do not handle your account or service in a satisfactory manner and/or if it is necessary for us to charge off your account as a loss, then we may report such negative information to consumer reporting agencies. By applying for an account with the Bank, you expressly consent to permit the Bank to obtain credit information at the time of account opening and periodically thereafter. Credit information may be obtained from other financial institutions or any other external source as permitted by law, including commercially available databases and credit reporting agencies, to verify your credit information and identity, and to periodically update your information such as residential address, occupation and place of work.

### **CTR Reporting**

Federal law requires all financial institutions to submit a

Currency Transaction Report ("CTR") to the Financial Crimes Enforcement Network (FinCEN) for any cash transaction of more than \$10,000 or for multiple cash transactions that you perform that total more than \$10,000 on any one day.

This information aids federal authorities in controlling the flow of cash generated from illegal activities. By maintaining an account with us, you agree to provide all information that we reasonably request to comply with applicable laws, rules, and regulations. If you refuse to give us this information, then we may close your account.

We usually prepare the CTR when the transaction occurs. We are required to obtain certain information about the individual who conducts the transaction and the individual or organization for which the transaction is being conducted. We include the individual's or organization's full name; permanent street address; TIN; driver's license number (or other government issued ID number); and business, occupation or profession.

Federal law makes it a crime for a person to cause a financial institution to file an incorrect CTR or for a person to arrange or structure a transaction specifically to avoid this reporting requirement—for example, by breaking a single cash deposit of more than \$10,000 into several smaller cash deposits.

### **Death or Adjudication of Incompetency**

You agree to notify us immediately upon the death or court-declared incompetency of any owner or authorized signer on your account. We may freeze, refuse, or reverse deposits and transactions and/or return governmental benefit payments made to the Account Owner if an owner dies or if an owner is adjudicated incompetent. If you give us instructions regarding your account which are to be effective upon the maturity of your account, and you or another owner of the account dies or is adjudicated incompetent prior to its maturity, then the instructions shall be effective, unless we receive written notice of death or incompetency prior to honoring such instructions.

### **Dormant Accounts**

If you have not made a withdrawal from, or a deposit to your account for an extended period of time and we have been unable to contact you, your account may be classified by us as dormant. Subject to applicable law, we

may charge a dormant account fee, and the account will be presumed to be abandoned. In accordance with state law, funds in abandoned accounts will be remitted to the custody of the applicable state agency, and we will have no further liability to you for such funds. For more information, see the Section of this Agreement entitled *Accounts Presumed to Be Abandoned*. We reserve the right not to send statements on accounts we consider dormant, subject to applicable law.

### **FDIC Insurance**

The Federal Deposit Insurance Corporation (FDIC), an agency of the United States government, insures funds in your deposit accounts at the Bank. Popular Bank is a Member of the FDIC. Deposits at FDIC insured institutions are now insured up to at least \$250,000 per depositor and separate coverage is provided for deposits held in different account ownership categories. FDIC insurance applies only to accounts held in the United States and its territories and possessions. For details, please refer to the brochure published by the FDIC or visit the FDIC website at [www.fdic.gov](http://www.fdic.gov).

### **FDIC Deposit Insurance Coverage Fee**

The deposit insurance coverage fee covers risk-based premiums to banks for the deposit insurance it provides to protect customer deposits. The fee is based on the rate the bank is charged by the FDIC. The fee may also include Financing Corporation (FICO) charges, any special deposit insurance fee, and other charges provided by law. The deposit insurance fee is disclosed on the monthly analysis statement for your account. The charge is variable and is subject to change by the Bank at any time and without notice. The fee is assessed monthly and it is based upon the ledger balances that you maintain in your account. The FDIC coverage fee is only applicable to business analyzed checking accounts.

### **Foreign Exchange Rate**

Transactions must be made in U.S. dollars. If you use an automated teller machine (ATM) or conduct a point-of-sale (POS) transaction, or electronic funds transfer in a foreign country, write a check in a foreign currency, or send a funds transfer or other transaction in foreign currency, we will convert the foreign currency transaction in accordance with procedures in effect at the time the transaction is processed. A conversion rate will be selected from the range available in wholesale currency

markets for the applicable central processing date or the government-mandated rate in effect for the applicable central processing date. A surcharge will be assessed for all transactions originated in a foreign country.

### **Funds Availability**

The *Funds Availability Policy Disclosure* is provided separately. This disclosure may be changed from time to time. We will provide you with notifications of these changes as required by law.

### **How to Contact Us with Comments or Concerns**

We encourage you to contact us if you have any comments or concerns about your account. Please write to us at:

Customer Care Center  
P.O. Box 4906  
Miami Lakes, FL 33014

Or call us at:

1.800.377.0800

For information about Federal Reserve Board regulations, you may contact:

Federal Reserve Bank of New York  
33 Liberty Street  
New York, NY 10045-0001  
Phone: 646.720.5000  
Website: [www.federalreserve.gov](http://www.federalreserve.gov)

### **Joint and Several Liability**

Each Account Owner and/or signer on a multiple party account will be jointly and severally liable hereunder, including without limitation, for any item(s) presented for payment against the account or obligation secured by the account regardless of whether or not the Account Owner wrote the item(s) or agreed to said obligation, and/or benefited from the proceeds of said item(s) or obligation and regardless of any pro-rated ownership interest of an Account Owner in the proceeds of the account.

### **Legal Process**

We may accept and comply with any writ of attachment, execution, garnishment, tax withhold order or other levy, subpoena, warrant, injunction, restraining order, government agency request for information or other legal process relating to your account which we believe (correctly or incorrectly) to be valid and binding

regardless of the location of the Bank or method of service on the Bank even if the law requires personal service at the branch of record or other specified location for your account or where the records are stored (but we reserve the right to require service at such location as may be required by law). We may, but are not required to, give you notice of any such legal process except as required by law and will not do so if prohibited by law. A legal processing fee, hourly research fee, and copy charges may be assessed unless prohibited by law. This fee is in addition to any fee collected from the party serving the legal process. In responding to a search warrant or other legal process from a city, county, state or federal law enforcement or other agency, we may produce documents or provide access to property that are located in any Bank storage or other facility, including facilities owned and operated by third parties maintaining such records on behalf of us, even if such facility is not designated as the place to be searched in the search warrant or legal process. If we are required to pay any attachment, garnishment, writ, levy or other legal process related to your account, then we may debit your account even if such creates an overdraft.

If we incur any expenses, including without limitation, research, photocopy, handling and administrative costs and reasonable attorney's fees, in responding to an attachment, garnishment, levy or other legal process that is not otherwise reimbursed, then we may charge, in addition to other amounts set forth herein, such expenses to your account without prior notice to you.

### **Notices**

We will endeavor to inform you of changes to your rights and obligations by providing a notice to you. In some cases, we may post a notice of a change in our banking offices or on our website, [www.PopularBank.com](http://www.PopularBank.com). Otherwise, we will either mail the notice to you at the address that we currently have in our records or, if you have agreed to this method, we will provide it to you electronically. We may include a notice with or on your statement. If you don't receive a notice, then the change will still be effective.

If we receive notices at the branch for you, then we will mail them to you or destroy them. If notices we mail to you are returned to us, then we may destroy them. If a notice of a change to this Agreement is received at a

branch or returned to us (including a notice sent on or with a statement), then the change contained in the notice is still effective.

For accounts with more than one owner, we may send notices to any one Account Owner. A notice sent to any one owner will be effective for all.

### **Privacy Statement**

Please refer to the *Popular Privacy Policy*, which is provided in a separate disclosure.

### **Restrictions on Accounts and Services/Right of Refusal and Termination of Account**

We reserve the right to refuse to open any account or to service an account or to accept additional deposits to an existing account, or to comply with any instruction or request that you make. We may terminate your account or other relationship with us at any time and without notice. We reserve the right to terminate, freeze or restrict an account at any time including in one or more of the following circumstances:

- An account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding account ownership, control or activity;
- We suspect that you may be the victim of a fraud, scam or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity or may be fraudulent;
- We are complying in our sole judgment, with any applicable law, rule or regulation, including Office of Foreign Assets Control (OFAC) sanctions and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce risk to us.

We also may limit cash deposits to, or withdrawals from, any account in a single transaction or total withdrawals or deposits during any period of time, or who may make deposits, in order to reduce risk and/or enhance our efforts to comply with applicable law.

We may require written notice of an intended withdrawal from any savings, money market, or interest-bearing checking account not less than seven (7) days before the withdrawal is made, consistent with applicable law. We will have no liability for any action we take under this section.

### **Statements and Notices**

Our statements and notices are in English. Further services are available for the visually impaired such as such as large print and color contrast enhanced format. For the hearing impaired, our Customer Care Center accepts relay calls via Teletypewriter. If you need further assistance, please call our Customer Care Center at 1.800.377.0800. Your Account Product Disclosure will outline how frequently we will send account statements.

### **Telephone Monitoring**

We reserve the right to monitor telephone conversations for employee monitoring and quality control purposes. You acknowledge that you are aware of this policy and you agree that such monitoring may occur without further notice to you.

### **Telephone Transfers**

If we have entered into a separate written or electronically transmitted agreement with you regarding the ability to transfer funds via telephonic authorization, then the terms of that specific agreement will apply. Otherwise, the following terms will apply:

- We may permit you to transfer funds from one of your Bank accounts to another of your Bank accounts via the telephone. However, we may also refuse to complete this request for a telephonic transfer for any reason and in our sole discretion.
- You will not receive a separate confirmation of this transfer, but the transfer should appear on your periodic statements.
- In accepting these requests, we use security procedures reasonably designed to identify the caller as an owner, authorized signer, or other person authorized to transact business on the account from which the transfer is to be made. These procedures may include asking for the relevant TIN assigned to the accounts or any other identifying information that we could expect only authorized individuals to know.

- You agree that we have no liability to you for any allegedly unauthorized transfer and that you will indemnify us and hold us harmless against any claims by third parties, in the event that we effect a transfer after identifying the caller using the above described procedure.

### **Unlawful Internet Gambling**

We will not open or maintain accounts that engage in unlawful Internet gambling. The Federal Reserve Regulation GG issued under the Unlawful Internet Gambling Enforcement Act prohibits business customers from receiving deposits of any kind relating to illegal Internet gambling. Restricted transactions as defined by this regulation are prohibited from being processed through the account or relationship. Restricted transactions generally include, but are not limited to, those in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with the participation by others in unlawful internet gambling. Your account(s) may not be utilized to process unlawful internet gambling transactions specifically restricted by local, state or federal law. We reserve the right to decline all internet gambling transactions, and to terminate any relationships where these transactions are identified.

By opening an account, you certify that the accounts in any variation of your business name or any "doing business as" name attached to this business are not used in connection with unlawful internet gambling within the meaning of the Federal Reserve Regulation GG. Further, you agree to notify the Bank in writing immediately if any of your accounts are used in connection with such activities in the future.

If you do engage in Internet gambling, then you will be required to provide documentation that the activity is legal as per local, state or federal law.

### **Unregistered Money Service Businesses (MSBs)**

Pursuant to government regulations, any entity that cashes checks and provides currency back to any one customer in excess of \$1,000 on any one day is required to be registered with FinCEN (Financial Crimes Enforcement Network, U.S. Department of the Treasury) as a Money Service Business (MSB). See below for additional MSB registration requirements. Proof of MSB registration may be required at account opening or at any time. We will

provide a reasonable time (currently sixty (60) days) for the entity to provide proof of MSB registration and other MSB program requirements as required by FinCEN. If such proof is not provided, then we reserve the right to immediately close the account.

MSB registration requirements also apply to any person doing business, whether or not on a regular basis or as an organized business concern, in one or more of the following capacities unless it is in the capacity as an agent of another MSB:

- Check cashing (more than \$1,000 for one person in one day);
- Currency dealing or exchange (more than \$1,000 for one person in one day);
- Issuing, selling, or redeeming travelers' checks, money orders or stored value cards (more than \$1,000 for one person in one day);
- Money transmitting (any amount).

### **Use of Wireless Devices**

To safeguard against potential misuse of your account, you should only access your account through Online Banking or Mobile Banking from a secure non-public wireless network, and you should protect your device by using a password and auto-lock function. It is important that you take the proper precautions and use good judgment to protect your information from being intercepted. If you suspect that someone has made an unauthorized electronic withdrawal from your account, then you agree to report it immediately by calling our Customer Care Center at 1.800.377.0800 or by visiting a branch. For unauthorized electronic funds or transfers, or any other electronic funds transfer claims, please refer to the *Electronic Funds Transfer Agreement and Disclosure*.

### **Verification of Identity**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies the entity which opens an account. This means that when an entity opens an account, we will ask for the entity's legal name, address, date of inception, and other information that will allow us to identify the entity. We may also ask to see other documents relating to the entity and the individual who

is representing the entity's ability to carry out financial transactions on the entity's behalf.

## **Terms Relating to Limits of Liability, Collection and Dispute Resolution**

### **Our Liability under this Agreement**

We will exercise due diligence and care when rendering the services that you request; however, we will not be liable for any damages, costs or losses of any kind arising out of the services provided under this Agreement unless such errors are the result of our gross negligence or willful misconduct. In any event, our liability will not exceed the lesser of the actual damages sustained by you or the fees we received for providing the account for the three (3) months preceding the loss and then only to the extent that the resulting damages could not have been avoided or mitigated by you in accordance with the provisions of this Agreement.

We will not be liable or responsible in any way to any third party (including, without limitation, any partner, stockholder, director, officer, agent, employee, customer, or supplier of yours) for providing services under this Agreement. IN NO EVENT WILL WE HAVE ANY LIABILITY FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOST PROFITS), SPECIAL OR PUNITIVE DAMAGES, REGARDLESS OF WHETHER ARISING IN CONTRACT OR IN TORT, AND REGARDLESS OF WHETHER OR NOT THE POSSIBILITY OF SUCH DAMAGES WAS DISCLOSED TO OR COULD HAVE BEEN REASONABLY FORESEEN BY US. We will not be liable for our noncompliance with any provision of this Agreement if such noncompliance is caused, in whole, or in part, by circumstances beyond our control or responsibility, including, but not limited to: communications failures, terrorist acts, interruption of electric power service, mechanical failures of the equipment used to provide the services, explosion, accident, fire, flood, criminal acts against the Bank, or any other cause or act that is beyond our reasonable control. In the event of the occurrence of any such events, our liability will be limited to restoring the accounts and services required under this Agreement as soon as possible and to the extent permitted by the circumstances. We will not be liable for failure to perform

any of our obligations in connection with your account if such performance would result in it being in breach of a law, regulation or requirement of any governmental authority. In no event shall the Bank be liable to you or any third party for unknown hazards of Internet use, including, but not limited to interception of any information relating to you or your transactions, which may include, but not be limited to, the use of spyware, malware or “man in the middle” interception of information, or any application errors in or security breaches of any Internet browser.

### **Indemnification**

You agree to indemnify and hold harmless Popular Bank and each of its directors, officers, employees, agents, successors and assigns (“Indemnitees”) from and against any and all liability claims, loss and damage of any kind (including attorneys’ fees and other costs incurred in connection therewith) incurred by or asserted against such Indemnitee arising out of or in connection with the accounts by reason of any of your acts or omissions. Your indemnification obligation will survive the termination of this Agreement as to matters that occurred during its term.

### **Collection Expenses**

You agree to pay our reasonable expenses, including attorneys’ fees and costs, incurred in collecting any amounts owed by you under, or in enforcing, the provisions of this Agreement and the Additional Disclosures.

### **Grant of Security Interest and Right of Setoff**

Notwithstanding any other provision of this Agreement, as security for payment of all of your current and future indebtedness and other liabilities to us, and for all collection expenses including reasonable attorneys’ fees and costs, you grant to the Bank a security interest in, and a lien upon, all of your accounts maintained at the Bank. For the purpose of satisfying your indebtedness and other liabilities to Bank, in the event of a default by you with respect to payment of such indebtedness or other liabilities, you also grant Bank a right of setoff with respect to all moneys owed by you with funds which are at any time in accounts that you maintain at the Bank. If the bank exercises this right, then we will mail you written notification together with the reasons for the setoff on or prior to the day we process the setoff. We will not be liable for the dishonor of any check when the dishonor occurs because we set off a debt against your account.

You agree to hold us harmless from any claim arising out of or as a result of the exercise of our right of setoff.

### **Dispute Resolution**

Any controversy or claim between us arising out of or relating to this Agreement, other than the collection by us of amounts due under this Agreement, will be resolved by binding arbitration. You agree and understand that there is no right to trial by jury and that the arbitrator will have no authority to award punitive damages or other damages that are not measured by the prevailing party’s actual damages. The arbitration will be conducted (i) in the metropolitan area where the account is held; (ii) before one arbitrator designated by you and us, or if we cannot agree on the designation of an arbitrator within sixty (60) days of a request by either party for binding arbitration, by an arbitration association; (iii) in accordance with the United States Arbitration Act (Title 9 of the United States Code), notwithstanding any choice of law provision in this Agreement; and (iv) under the arbitration rules in effect at the time of the filing of the demand for arbitration.

The arbitrator’s award will be final and in writing and will include a statement of the reasons for the award. Judgment upon the award may be entered in any court having jurisdiction.

### **Representations and Warranties**

Each of Popular Bank and you represent and warrant to the other, as of the date that this Agreement is entered into and each time that the account is used, that: (i) it is validly existing and in good standing under the laws of the jurisdiction of its organization; (ii) it has all requisite power and authority to execute and deliver, and to perform its obligations under, this Agreement; (iii) this Agreement has been duly authorized and executed by it and constitutes its legal, valid and binding obligation; and (iv) any consent or authorization of any governmental authority or third party required to be obtained by it in connection with this Agreement has been obtained.

## **Rules and Regulations Applicable to Deposit Accounts**

### **CHECKING ACCOUNTS**

#### **Protecting Your Accounts**

We may deny a claim of monetary loss due to forged, altered or unauthorized checks, drafts or other items if

you do not do everything required of you by law. We also may deny a claim if your personal identification, for example your PIN, has become compromised, and has either contributed to or resulted in fraudulent activity.

### **Examining Statements and Reporting Problems**

We will provide periodic account statements to you except for passbook savings and CD accounts. The statement account balance is not final until we have compared the amount to our records. We reserve the right not to provide statements on accounts which we consider to be dormant. These statements include all account activity for the statement period. It is important that you review each statement upon receipt and notify us in writing of:

- Any error, omission, alteration, unauthorized signature or other irregularity.
- Any loss, theft, or improper or unauthorized use of any register or instrument evidencing funds on deposit or any banking forms relating to an account.
- Any images of checks or statements that we have mailed or delivered to you, or holds available for you, must be promptly reviewed after you receive them.
- The error resolution liability provisions applicable to consumers and consumer accounts on the back of, or along with any periodic statement, or any other documents that you may receive from us, if any, do not apply to business or non-consumer accounts. The owners of non-consumer accounts must notify us immediately if they discover any unauthorized transactions or errors by calling our Customer Care Center at 1.800.377.0800 or by visiting a branch.
- If such is not a transaction processed through the Automated Clearing House (ACH), then we must receive written notice of and, at our request, an affidavit regarding the problem in a form satisfactory to us within a reasonable time, not to exceed fourteen (14) calendar days from the date of discovery or the receipt of the first statement report or notice reflecting the problem, whichever occurs first. If such is an ACH transaction, we must receive notice, written or verbal, by the established cutoff time on the business day following the posting date of the transaction. If you don't notify us within these time frames, then you will be deemed to have authorized the transaction.

- If you report to us that a forgery, alteration or other unauthorized transaction has occurred on your account, then you agree to cooperate with us in the investigation of your claim and any attempt to recover funds, as well as to assist us in seeking criminal and civil penalties against the person responsible. This includes giving us an affidavit containing whatever reasonable information we require concerning your account, the transaction and the circumstances surrounding the loss. You also agree to file a criminal report against all suspected wrongdoers with the appropriate law enforcement authorities.
- You may not bring any legal proceeding or action against us to recover any amount alleged to have been improperly paid out of your account unless you have given us the notice provided above, and the action is commenced within one (1) year after the date the statement containing the unauthorized withdrawal was sent or otherwise made available to you.

### **Earnings Credit Rate**

- Fees for services, such as but not limited to account activity fees, service fees, and cash/treasury management fees, used by you may be assessed in full to your analyzed account(s) or may be offset through an "Earnings Credit" to your service charges to determine a single monthly net service charge. The term analyzed account used herein means a checking account for which fees are billed through account analysis that will generate an analysis statement. Some analyzed accounts may offer earnings credit, interest or both. For details related to your accounts, please refer to the Account Product Disclosures.
- Your "Earnings Credit Rate" is established by the Bank and may appear on your analysis statement for the applicable account(s). It may change from time to time, in the Bank's sole discretion, based on market conditions and your overall relationship with the Bank.
- If your Earnings Credit equals or exceeds your total charges in a given month, your net service charge could be zero. If your Earnings Credit is not sufficient to offset the net service charge amount in any given month, as applicable, you agree that you may be subject to a charge or offset equal to such net service charge amounts that may be due and owing to the Bank.

## **Unsigned Drafts**

- If you use or authorize another party to issue a demand draft against your account, or if you voluntarily give information about your account (such as our routing number and your account number) to a party who is seeking to sell you goods or services, and you don't deliver the check physically signed by you to the party, then any demand draft or other debit to your account initiated by the party to whom you gave the information is deemed authorized even if it differs in amount, frequency or timing from your intentions or your agreement with that party. You agree that you will not hold us responsible for any loss, damage or other problems resulting from your having used or authorized another party to create a demand draft.

## **Deposit Reclassification**

- Under federal law, we are required to classify our deposits a certain way for regulatory reporting purposes. The following disclosure explains a change that we may make to your Account that will not affect your available balance, interest earnings, FDIC insurance, or bank statement. We are simply changing the way that we report deposit accounts to the government.
- This account will consist of a checking sub-account and a savings sub-account. The Bank may periodically transfer funds between these two sub-accounts. On a sixth transfer during a calendar month, any funds in the savings sub-account will be transferred back to the checking sub-account. If your account is a plan on which interest or dividends are paid, then your interest or dividend calculation will remain the same. Otherwise, the savings sub-account will be non-interest bearing. The savings sub-account will be governed by the rules governing our other savings accounts.

## **CHECK PROCESSING**

### **Check Processing Order**

We process checks along with other account access devices. For more information on our processing order, see the Section of this Agreement entitled *Account Processing Order*.

### **Returned Items**

If a check or other item that you deposit or that we cash is returned to us for any reason and at any time, then we may debit your account for the amount of the item. We

may also debit your account for any interest that you may have provisionally earned on the item.

We also charge you a fee for each returned item. We may debit your account for a returned item at any time or after the earlier of either the day that it is returned to us by electronic or other means, or the day that we receive notice that the item is being returned to us.

Furthermore, if an item deposited in your account has been paid by the financial institution on which it is drawn and that institution later returns the item to us claiming that it was altered, forged or unauthorized or should not have been paid for any other reason, then we may debit your account for the amount of the item. Also, at our option and without notice to you, then we may resubmit any returned items for payment.

If you have insufficient funds to cover a returned item, then we may overdraw your account. In the event that we honor a payment order that is not a check or item which creates an overdraft in the account, you agree to deposit sufficient funds to cover the overdraft and any applicable charges. You also agree to reimburse us for any costs incurred in the collection of the overdraft including, without limitation, attorneys' fees and litigation expenses authorized by law. We may pay payment orders drawn against the account, even though the payment of a particular payment order may cause an overdraft to honor other payment orders that may otherwise have been honored. If there are insufficient funds in the account and the account is not covered by an overdraft line of credit, then it is subject to a return item charge, according to the existing charges established by us. The payment orders drawn against unavailable funds may also be subject to charges in the account.

In some cases, the financial institution on which the returned check or other item is drawn may send us an electronic notice of return instead of returning the item. We may act on, and you agree to be bound by, the electronic notice of return just as if the original item had been returned. We may process a copy or other evidence of the returned item in lieu of the original.

### **Automatic Redeposited Check**

An Automatic Redeposited Check occurs when we send a returned Item to the bank on which it is drawn a second time in an attempt to obtain payment. Our standard plan



for business accounts is to automatically redeposit/ re-clear checks returned unpaid due to insufficient funds. We may withhold the availability of funds represented by a redeposited check. You can set a maximum amount and have all checks under that amount automatically re-cleared, or you can have all checks automatically re-clear. We may charge a fee for each item re-cleared, refer to the *Schedule of Fees*.

### **Non-Sufficient Funds/Overdraft Fee**

When you do not have enough available funds in your checking, money market, or savings account to cover a check or other debit, we consider the check or debit a non-sufficient or unavailable funds item. If you have enough coverage under our Overdraft Line of Credit, then we will transfer funds to the requisite account to cover the item. If you do not have overdraft protection, then we will either return the item unpaid or pay it and overdraw your account. Whether we return or pay the item depends on a number of factors, including the amount of the item and the past activity in your account. In either case, we may charge you a non-sufficient funds fee. Additional information and other non-sufficient funds fees that may apply to your account are described in the *Schedule of Fees*.

If your account has multiple authorized signers, then any one of the account signers may, without notice to the other account signers, initiate withdrawals or close the account, and, in the case of checking accounts, write checks against the account or request stop payments.

Each Account Owner is jointly and severally liable to us for any and all overdrafts on the account. We are not obligated to honor any transaction that would result in an overdraft to the account. Our honoring of any transaction that results in an overdraft to the account does not obligate us to honor such transactions in the future, or provide notice of our discontinuance of honoring such transactions.

### **Payment of Checks and Other Items**

We may refuse to pay any check or payment order if the same: (i) is incorrectly and/or incompletely issued or endorsed; (ii) is issued in a form not authorized by us; (iii) is unauthorized for the account; (iv) exceeds the frequency and/or the amount of withdrawals allowed for that type of account; (v) is drawn for a smaller amount

than the minimum permitted for that type of account, or for any other reason permitted by law. We are under no obligation to pay for a payment order drawn against your account if you do not have sufficient funds to cover the total amount of the payment order or if the payment order is not in compliance with the provisions of this disclosure. If there are sufficient available funds to cover some, but not all, of the payment orders against the account, then we, at our sole option, may decide which items to honor. We may dishonor a payment order drawn against the account if the account is subject to a dispute or controversy (unless a court with jurisdiction ordered a permission to pay the payment order), or if the account is subject to an attachment or liens, or if it has been assigned to secure an obligation, if availability of funds cannot be verified, or if the account has been debited to liquidate a past due obligation with us. In the event that we erroneously return a payment order, we will be liable to you only for the direct damages resulting from said error, and this liability will be limited to actual damages proved clearly and conclusively by you. Damages to your reputation, business, or activities will not be presumed.

### **Demand Drafts**

If you deposit a demand draft (an unsigned draft or a pre-authorized draft) into your account, then you warrant and guarantee that the draft is authorized.

### **Number of Signatures**

You agree that if you:

1. have an account in which more than one signature is required to complete a transaction;
2. authorize someone to transact some but not all transactions on your account;
3. authorize someone to transact business on your account for limited purposes and no others; or
4. use checks that require two or more signatures,

such arrangements are strictly between you and the other person(s) you authorize, whether we have notice of your arrangement (including in a form that we provide you) or not. You cannot assert a claim against us for permitting a transaction so long as any one of the owners or authorized persons sign or initiate the transaction, even if a person exercises more authority than you have given.

## **Substitute Checks**

To make check processing faster and more efficient, federal law permits banks to replace original checks with "substitute checks." This new process eliminates the handling of physical checks as they will only travel and be sorted electronically. Some or all of the checks that you receive back from us may be substitute checks. Substitute checks are similar in size to original checks. 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 a 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.

## **Automated Clearing House (ACH) Transactions**

Credit given by us to you with respect to an automated clearing house credit entry is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, then you are hereby notified and you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and that the party making payment to you (i.e., the Originator of the entry) will not be deemed to have paid you the amount of such entry.

Under the Operating Rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next-day notice to you of receipt of an ACH item, and we will not do so. However, we will continue to notify you of the receipt of payments in periodic statements that we provide to you.

When receiving a payment order, payment may be made by us, or by other banks to which the payment order is forwarded, based solely on the account number even if the account number identifies a beneficiary different from the beneficiary named by the Originator of the payment order. Furthermore, when receiving a payment order, we may rely, and any other banks to which the payment order is forwarded may rely, on the bank identification number provided in the payment order even if the identification number identifies a bank different from the bank named by the Originator of the payment order.

## **Stop Payment of Checks**

You must place any stop payment order in the manner required by law and we must receive it in time to give us a reasonable opportunity to act on it. To be effective, your stop payment order must precisely identify the number, date, and amount of the item and payee. Once placed, the stop payment order will be effective for six (6) months but it lapses after fourteen (14) calendar days if the original order was oral and was not confirmed in a record within that period. In requesting the stop payment order, you agree to indemnify, defend and hold the Bank harmless for all expenses and costs incurred by you on account of refusing payment and you further agree not to hold the Bank liable on account of payment contrary to this request if it occurs through inadvertence, accident or oversight, or if by reason of such payment other items drawn by you are returned insufficient. The law provides additional limitations on our obligation to stop payment. We will honor a stop payment order placed by the person who signed the particular item, and by any other person, even though such other person did not sign the item, if such person has an equal or greater right to withdraw from this account than the person who signed the item in question. A fee may be charged for each stop payment order or renewal thereof (refer to our *Schedule of Fees*). We may pay an item after any stop payment order placed on it expires. Different rules may apply to stop payment orders associated with pre-authorized transfers.

## **Additional Information Regarding Cashier's Checks and Money Orders**

You do not automatically have the right to stop payment on cashier's checks or money orders that you purchase from us. In the event that a cashier's check or money order is lost, stolen or destroyed, please contact us for the procedures to follow to obtain reimbursement or have the cashier's check or money order reissued. In general, you will have to complete a Declaration of Loss form, describing the cashier's check and how it came to be lost, stolen or destroyed, and you will have to sign the Declaration of Loss under penalty of perjury. We must then wait ninety (90) days from the date that the check was issued before we can pay your claim. If ninety (90) days has already passed, then we will act on your claim within a reasonable time. If the check is presented during

the 90-day waiting period, then we may pay the item to a person entitled to enforce the check. If this happens, then we will not pay your claim.

### **Examining Checks**

We receive checks in great volume. This and compliance with expedited funds availability laws require us to use automated check processing procedures. Like most other banks, we select some checks for review on the basis of certain criteria that change from time to time. This means that most checks are processed on the basis of the MICR (Magnetic Ink Character Recognition) line printed along the bottom edge of the check, and are not individually examined for dates, maker signatures, legends or endorsements. You agree that we will have exercised ordinary care if we examine only those items that we have identified pursuant to certain minimum criteria that we may establish for inspection. Since we do not individually examine most checks, it is critical for you to take care of your checks, promptly review your statement, and immediately report any suspicious or unauthorized activity to us as set forth herein. You agree that automatic processing of your checks is reasonable and that you have responsibility for preventing and reporting forgeries, alterations, and other unauthorized uses of your checks or accounts.

Since some types of check fraud have become more difficult to detect, we may elect in some cases to make further inquiries about certain checks that are presented for payment against your account. If we are unable to contact you, or to take other steps, to determine with reasonable certainty that these payments are authorized by you, then we may return the checks unpaid without any liability by us to you.

### **Facsimile Signatures**

If you use a facsimile signature, then you are responsible for any withdrawal from your account that bears or appears to us to bear a facsimile signature that resembles or purports to be the signature of a person authorized to withdraw funds. You are responsible even if the size, color or style of the check or the size, color of the facsimile signature is different from that of any signature previously presented to us. We may pay the withdrawal and may charge your account for it.

You agree to reimburse us (and we may charge your account) for all claims, costs, losses or damages,

including attorneys' fees, that result from our payment of a withdrawal bearing either a facsimile that resembles or purports to bear your signature or a facsimile that we believe that you authorized.

### **Deposits by Mail**

When you send us a deposit by mail, or you place a deposit in our lobby or other depository, it will be treated as received by the bank on the actual day of delivery. Delivery is considered as the day the bank removes the mail from the depository or the day it is delivered to the bank from other sources, for example, U.S. mail, courier or messenger.

### **Miscellaneous Collection Items**

We may accept certain items—such as checks payable in foreign currencies or at foreign locations—on a collection basis only. We route and process collection items separately and we normally credit your account for collection items only after we receive payment for them. But if we do credit your account and then do not receive payment, then we may debit your account for the amount of the item. We charge fees for processing collection items. These fees apply even if the collection item is returned unpaid. For current fees, call our Customer Care Center at 1.800.377.0800, or ask a branch representative. The financial institution on which the collection item is drawn may also charge you fees. If the other financial institution requires payment of a fee before that institution will process the collection item, then we may pay the fee and charge your account. Otherwise, the other financial institution may subtract its fee from the amount of the payment that we receive. These fees may apply even if the collection item is returned unpaid. If final settlement is not possible, or if cash items must be reversed, then we are expressly authorized to debit, without prior notification, any of your accounts for: (i) the amount of the item; (ii) the penalty fee imposed by us on returned items; (iii) interest paid on the deposited items; and (iv) any other related charges.

When another financial institution submits an item drawn on your account to us on a collection basis, we may charge the other financial institution a fee. When you do not have enough funds in your deposit account for us to process a collection item drawn on your account, we may charge you a non-sufficient funds fee. Withdrawals will first be made from collected funds, and

we may, unless prohibited by law or this Agreement and the Additional Disclosures, refuse any withdrawal request against uncollected funds, even if our general practice is to the contrary. Please refer to our *Schedule of Fees*.

In addition, you acknowledge and agree that we will not be liable for any failure to act or delay in acting with respect to a foreign check or other foreign item, such as an International ACH item, if such failure or delay is caused by legal constraint (including, but not limited to, suspected violations of an OFAC sanctions policy) or other rules to which we are subject (including, but not limited to, National Automated Clearing House Association rules).

### **Deposit Error Correction**

When we receive your deposits, we may provisionally credit your account for the amount declared on the deposit slip, subject to later verification by us. You must ensure that the amount declared on the deposit slip is correct even if you did not prepare the deposit slip. If later we determine that the amounts declared on the deposit slip are incorrect, we may adjust (debit or credit) your account accordingly.

### **Endorsing Checks**

We reserve the right to restrict: (i) how you endorse checks that you ask us to cash or deposit; or (ii) the type or endorsements that you may place or have preprinted on the backs of checks. If you place or imprint information on the back of the check, then it may overlap with the area reserved for banks' endorsements. If it becomes necessary for us to return one of your checks, the material placed on the back of the check may interfere with the bank endorsements and cause delays in returning the item. You agree to reimburse us for all claims, cost, losses and damages that result from the late return of a check due to material entered on the back of the check that obscured or interfered with our or another bank's endorsement.

You must endorse checks in the area that extends 1½ inches from the trailing edge of the back of the check. The trailing edge is the left side of the check when you look at it from the front. If your endorsement obscures our bank's endorsement, then you are liable for checks that are returned late and unpaid.

### **Identifying the Account**

You must correctly identify the account to which you want funds deposited. You are responsible for any claim,

costs, loss or damage caused by your failure to properly identify the account to which a deposit is made or intended to be made. We may credit an account based solely on the account number listed on the deposit slip or other instruction to credit an account, even if the name on the deposit slip or other instruction differs from the name on the account.

### **Lost Checks**

When we cash a check for you or accept a check for deposit to your account, we are acting as your agent in collecting the check. We are not responsible if the check is lost or delayed in the collection process. If a check is lost during the collection process, then we may charge your account for the amount of the check. If the financial institution on which the check is drawn gives us a photocopy of the check or a debit slip representing the check, then we may charge your account for the amount of the check.

A lost check may not be returned to us for some time. Despite any delay, we may charge your account when we receive either the returned check, a copy of the check, or a notice of return.

### **Third-Party Endorsement**

We may require that checks and other items that you want to deposit or cash, be endorsed by all parties to whom the items are payable. We may require that any third parties have their bank verify or guarantee their endorsements. We do not generally accept third-party-endorsed checks. Checks for deposit should be made payable to and endorsed by the same business name as the account.

### **Check Cashing**

If a non-customer wants to cash your check in one of our branches, then we may require identification satisfactory to us and we may charge them a fee for cashing the check. We may also impose additional requirements, such as requiring their fingerprint or limiting the locations where we pay the check in cash. If the person with your check fails or refuses to satisfy our requirements, we may refuse to cash the check. We are not liable to you for refusing to cash the check or for charging a check-cashing fee.

Because you are our customer, we would normally cash checks for you. However, if there are insufficient available funds in your account to cover the amount of the check, then we may refuse to cash the check written to you. In

such cases we may request that you deposit the check to your account and limit your withdrawal to the available funds in your account. If we do cash such a check and it is returned to us unpaid for any reason and at any time, we may deduct the amount of the check from your account and we may charge you a fee. Checks made payable to any entity such as a partnership or corporation must be deposited to the entity's account.

### **Check Legends/Notations**

Some customers order checks printed with legends or notations, such as "not valid after 60 days" or "not valid over \$1,000." We may also receive checks on which restrictions or other notations are written. We may disregard these instructions. We are not responsible for any losses, claims, damages or expenses that result from your placement of these or other notations on your checks, or from our disregarding them.

### **Large Cash Withdrawals**

We may require forty-eight (48) hours advance notice for large cash withdrawals. We may also refuse to honor a request to withdraw funds in cash from your account or to cash a check (including a cashier's check or other official item) at a branch, if we believe that the amount is unreasonably large or that honoring the request would result in undue hardship or a security risk. We may require that such withdrawals be made at one of our cash vaults by an armored courier, acceptable to us and at your sole risk and expense. We are not responsible for providing for your security in such transactions.

### **Sample Signature**

To determine the authenticity of your signature, we may refer to the Signature Card or to a check or other document upon which your signature appears.

### **Stale- and Post-Dated Checks**

We are not required to pay any item presented more than six (6) months after its issuance date. However, if a stale-dated check—that is, a check dated more than six (6) months in the past—is presented for payment against your account, then we may pay the check and charge it to your account. A post-dated check is a check that bears a date later than the date that it is presented. Under the law, we are not liable if we honor a post-dated check upon presentment. If you do not want us to pay a stale or post-dated check, then you must place a stop payment order on it.

### **Withdrawal Restrictions**

The Bank may refuse to allow withdrawals in cases such as, but not limited to: (i) a withdrawal made against a deposited check or other order not yet available for withdrawal, (ii) a court order prohibiting withdrawals, (iii) any lack of identification that we require for withdrawals, (iv) an inability to determine the account's available balance, (v) as required by law.

### **BUSINESS MONEY MARKET ACCOUNTS**

#### **Restrictions on Business Money Market Accounts**

You are permitted to make no more than six transfers and withdrawals per statement cycle by means of (i) preauthorized, automatic, or telephonic arrangements, and (ii) checks (if available for the account), drafts, debit cards or similar orders payable to third parties. These limitations are applied according to the date when the transaction is posted to the account and not the date when a transfer is authorized or a check is written. The limits do not apply to withdrawals made at a banking center, by ATM or by mail. If you exceed these limits, then we may, at our option, convert your account to an account not subject to these restrictions or close your account.

### **TIME DEPOSITS (CDs)**

#### **Early Withdrawal Penalties**

Early withdrawal penalties are specified on the Account Product Disclosures of each product provided at the time the Time Deposit is opened. Payment of the above penalties will be made at the time of the withdrawal as a deduction from either the amount of interest accrued and/or the account's remaining principal balance, at the Bank's option. For all Time Deposits, interest credited to the account may be withdrawn prior to the maturity date of the Time Deposit or will be considered principal at renewal. We may close the account and charge an early withdrawal penalty if withdrawals would cause the balance to fall below the minimum balance required to maintain the account.

#### **Early Withdrawal without Penalty (Excluding Retirement Accounts)**

Withdrawal of principal on any Time Deposit may be made without penalty on the death or determination of legal incompetency of any owner of the account. To authorize a withdrawal on the grounds of legal incompetency, the Bank may, at its option, require a

certified copy of the court or administrative order or decree establishing the incompetency. Refer to the Account Product Disclosures for information on Early Withdrawals without Penalty.

### **Grace Period**

If your Time Deposit automatically renews at maturity, you have a grace period of ten (10) calendar days after the Maturity Date to withdraw funds from your Time Deposit without being charged a penalty. During the grace period, you may increase the amount of the CD up to the maximum account balance permitted for the applicable account.

### **Issuance of Time Deposits**

Time Deposits may be accepted by the Bank on such terms, and may be issued in such form or forms, as determined from time to time by the Bank. The Bank may make payment of principal or interest payable on any Time Deposit without requiring production of any documentation.

### **Negotiability**

Retirement Accounts and Time Deposits are non-negotiable or non-transferable, and no right, title or interest to or in them may be assigned or in any manner transferred. However, Time Deposits may be assigned to the Bank as security, if allowed by law.

### **BUSINESS DEBIT/ATM CARD TERMS**

In general, we will offer you a Business Debit Card when you open a checking account. Also, you may receive an ATM Card when you open a money market account with us. "Debit Card" and "ATM Card" are defined differently and may have unique services and fees associate with each. As used in this agreement: (1) "Debit Card" refers to the Popular Mastercard® Debit Card that you may receive when you open a checking account with us; (2) "ATM Card" refers to the card, not branded with the Mastercard® logo, that you may receive when you open a money market account and that can only be used to withdraw or deposit funds and obtain account balance information; (3) "Company," "your" or "you" means your company; (4) "Popular ATM" refers to an automated teller machine belonging to the Bank (which in FL, NJ, and NY may be branded "Popular"); (5) Allpoint® ATM" refers to an automated teller machine belonging to the "Allpoint® network of ATMs; and (6) "ATM" used generally may refer to a Popular ATM, an Allpoint® ATM,

and to automated teller machines belonging to other banks or entities that are members of networks of which we are a member, in addition to point-of-sale (POS) programs which are available to our customers. When using any non-Popular ATM (including any Allpoint® ATM) to access your Popular Bank deposit account, additional fees or surcharges may be imposed by another institution or owner of such ATM, the network used to complete the transaction, or by Popular Bank. Popular Bank and its affiliates are not affiliated with ATM National, LLC. Allpoint is a registered trademark of ATM National, LLC.

You will be deemed to have accepted the card and the terms and conditions of this Agreement if you or any Company employee(s) use(s) or attempts to use an applicable Debit Card or ATM Card.

For more information about the fees imposed by Popular Bank, please see the current *Schedule of Fees* or the product-specific disclosures relating to your account, or ask your banker for details.

### **Issuance and Use of Cards**

We will issue applicable Debit Cards or ATM Cards in the name of your Company and in the names of the employees designated or authorized to receive any applicable Debit Card or ATM Card. As applicable, you and any such Company employees must sign all applicable Debit Cards or ATM Cards immediately upon receipt.

You may use your applicable Debit Card or ATM Card and PIN to:

- Withdraw cash from your checking, or money market accounts that are linked to the applicable Debit Card or ATM Card.
- Make deposits to your checking, or money market accounts that are linked to the applicable Debit Card or ATM Card.
- Transfer funds between your checking, or money market accounts that are linked to the applicable Debit Card or ATM Card.
- Get information regarding your accounts that are linked to the applicable Debit Card or ATM Card. These balances will not reflect any outstanding checks, deposits, withdrawals, payments or charges and may include funds that are not subject to immediate withdrawal.

- Engage in other transactions added from time to time by Popular Bank.
- Additionally, you may use your Debit Card to pay for purchases wherever debit Mastercard® is accepted.

Some of these services may not be available at all ATM terminals for Debit Cards or ATM Cards. ATM Cards cannot be used at point-of-sale terminals. You may not be able to use your applicable Debit Card or ATM Card and PIN within certain cash networks and at certain cash dispensing machines, and you may not be able to use your Debit Card at certain point-of-sale (POS) terminals at select markets and retailers.

In the event a Debit Card transaction is authorized by you but the transaction is processed late (for example, the transaction is processed after the billing cycle in which the transaction occurred), you shall remain liable for the transaction.

### **Limitations**

The following limitations apply to EFT Services at ATMs:

- Your applicable Debit Card or ATM Card and PIN can be used to perform transactions only for the Bank accounts that are linked to your Debit Card or ATM Card, as applicable.
- All applicable Debit Card or ATM Card and PIN transactions performed on business accounts will be for business purposes only and not for personal, family or household purposes.
- Transactions performed at Popular ATMs will be processed on the same business day, if they are made before 2:00pm local time on a business day. Transactions performed at Popular ATMs after that time or on a non-business day will be processed the following business day.
- Use of funds deposited by check may be restricted until these funds are collected. Please refer to our *Funds Availability Policy Disclosure* for complete information.
- You agree not to use your applicable Debit Card or ATM Card and PIN for any transaction that would overdraw the balance in your applicable linked checking or savings account or that would exceed the unused portion of the credit limit on your overdraft protection account, if you have one. We are not required to

complete any transaction creating an overdraft, but if we do so, then you agree to pay us the excess amount withdrawn or transferred, as well as our normal overdraft fee, immediately upon request.

- There are daily limitations on withdrawals and POS transactions using your applicable Debit Card or ATM Card and PIN. Please refer to your Account Product Disclosure and to the Popular Debit Cards and ATM Cards Terms and Conditions for further details.
- Other limits on the use of your applicable Debit Card or ATM Card and PIN may be applied, or card access to your account will be suspended for security reasons if we suspect that your applicable Debit Card or ATM Card and PIN may have fraudulent activity or for any other reason where we believe there is a risk to you or the bank.
- If you do not use your applicable Debit Card or ATM Card for a period of six (6) months, it will automatically be deactivated and closed.

### **Security Measures**

To better protect you, your business and its employees from applicable lost Debit Cards or ATM Cards or unauthorized use of the applicable Debit Cards or ATM Cards, we require that you and your employees each have a Personal Identification Number (PIN) and use the PIN to process transactions. You, on behalf of your business and employees, acknowledge that use of a PIN provides them with a commercially reasonable degree of protection and they represent that each PIN shall be afforded the highest level of security by your business and employees and shall be known only to those persons who hold the Card. Bank assumes no duty to discover any breach of security by your business or employees or the unauthorized disclosure or use of the PIN. You acknowledge and confirm that our security system and controls are commercially reasonable for your business and are appropriate for your accounts.

Your business solely is responsible for ensuring that applicable Debit Cards or ATM Cards are used only by authorized representatives, and for the confidentiality and security of all PINs. You and your business will be liable for all use, authorized or unauthorized, of the applicable Debit Cards or ATM Cards and PIN numbers. You and your business must notify the Bank immediately if it or any representative believes that any applicable

Debit Card or ATM Card has been lost or stolen, or if the PIN has been disclosed to an unauthorized party. After receipt of such notice, we will void the use of the applicable Debit Card or ATM Card.

### **Your Liability**

Tell us at once if you believe your applicable Debit Card or ATM Card and PIN has been lost or stolen. Calling us at 1.800.377.0800 is the best way of minimizing your possible losses. You could lose all the money(s) in your account. If you give us notice of a lost or stolen PIN, applicable Debit Card or ATM Card or a disclosed password or unauthorized use of the PIN, applicable Debit Card or ATM Card, password or account by calling us or writing to our address noted on your account statement, you may not be liable for unauthorized transactions occurring after we receive your notice and have a reasonable opportunity to act on it. Any oral notice must be confirmed immediately afterwards in writing.

Provisions of Regulation E do not apply to business accounts; accordingly, the provisions of Regulation E do not apply under this Business Account Agreement. Consequently, the Bank is not required to provide provisional credit.

### **Our Liability for Failure to Complete a Transaction**

We may not be liable if we do not complete an electronic transmission on time or in the correct amount, for instance, if:

- Through no fault of ours, your account does not contain sufficient available funds or available credit to complete the transaction (if any);
- The transaction amount would go over the credit limit on your overdraft line of credit;
- The ATM where you are making the transaction does not have enough cash, or cash in denominations that you request;
- The ATM or POS terminal is not in service;
- The ATM or POS terminal is not working properly and you know that it is not working properly when you start the transaction;
- The funds in your account are subject to uncollected funds hold, legal process or any other encumbrance restricting transfers;

- Circumstances beyond our control (such as a fire, flood, labor dispute, or a mechanical or power failure);
- We do not receive proper and timely instructions regarding the transaction;
- The transaction information supplied to us by you or by third parties (e.g., POS terminal owners) is incorrect or untimely;
- Your applicable Debit Card or ATM Card and PIN were reported as lost or stolen or if our failure to complete the transaction is done to protect the security of your account and/or of Popular Bank and/or any other network; or
- You have closed your account or your applicable Debit Card or ATM Card privileges have been cancelled.

There may be other exceptions not specifically mentioned above.

### **Disclosure of Information about Your Accounts**

In the ordinary course of business, we may disclose information to third parties about your account(s) or the transactions that you make:

- Where it is necessary to complete transactions to or from your account(s) or to resolve errors involving them;
- In order to verify the existence and condition of your account(s) for a third party, such as a credit bureau or a merchant;
- In order to comply with legal process, such as orders or subpoenas from government agencies or courts; or
- If you give us your written permission.

### **Future Changes and Cancellation**

We have the right to change this Agreement and the applicable account/transaction fees from time to time. We will notify you in writing at least twenty-one (21) days before the effective date of a change that will (i) increase your liability, (ii) raise the cost to you of making electronic transactions to or from your account(s), or (iii) limit your ability to make electronic transactions to or from your account(s). No advance notice will be given, however, if a change is necessary for security reasons.

Applicable Debit Cards or ATM Cards are our property and are made available, along with the ATMs, as a service to



our customers. You are required to return all applicable Debit Cards or ATM Cards to us immediately upon request. We may revoke and cancel your ATM privileges at any time. We also may terminate this Agreement or any other agreement under which we make electronic deposits to or payments from your account(s) at any time.

### **WIRE TRANSFER AGREEMENT**

We offer both incoming and outgoing wire transfer services. The following terms do not apply to transactions governed by the Electronic Funds Transfer Act, or transfers by check, draft, or any other written item. Wire transfer services are governed by the regulations of the Office of Foreign Assets Control (OFAC) and all other applicable federal, state and local laws and regulations, including Article 4A of the Uniform Commercial Code, as adopted by the state whose law applies to the account which you are using for the funds transfer service ("Article 4A"). You agree not to initiate or receive a wire transfer payment order in violation of any applicable federal, state or local law. We may reject a wire transfer for any reason. For example, federal law restricts the transfer of money to certain individuals, entities and countries. You must also have sufficient available funds in your account.

### **Security Procedures**

**TELEPHONE INSTRUCTIONS** – We will honor your telephone instructions to make wire transfers and to cancel such transfers only if you qualify and if you have prearranged to have these instructions followed. You agree that we may tape record such conversations.

You also agree that we can rely on such telephone instructions so long as we believe that the person giving the instructions is you. Given that there may be other ways to originate wire transfers via the telephone, please contact your branch to determine whether these other methods apply.

**WRITTEN INSTRUCTIONS** – You may give us written wire transfer instructions. We may rely on these written instructions so long as (i) the signature on the wire transfer instructions matches any signature of yours that you have provided to us; (ii) you provide the required identification as requested in the wire transfer instructions and (iii) we verify that this information conforms to our records.

**CONFIRMATION** – Even if the telephone or written instructions comply with our procedures, we reserve the

right to verify the authenticity of the wire transfer instruction by contacting any person whom we know to be authorized to give wire transfer instructions for your account. You agree that we may tape record these conversations.

### **Reliance on the Content of Wire Transfer Instructions**

Each wire transfer instruction should include the amount that you want to transfer, your account number, and the beneficiary's name, bank and account number, and purpose of the wire. We are entitled to rely on the information contained in the wire transfer instruction, and we are not required to confirm the accuracy of the information contained in the wire transfer instruction. Errors must be reported to us within twenty (20) calendar days after we send you our mail notification of the wire transfer. You must notify us within this time period and explain how the transfer was not authorized by you or was not executed in accordance with the wire transfer instruction. Unless we are so notified, we will not be liable for that transaction.

### **General Provisions**

We reserve the right to refuse any wire transfer. Business days are Monday through Friday, excluding federal holidays. Each wire transfer is subject to the other terms and conditions of your account with us. We shall be liable hereunder only for direct damages resulting from our failure to exercise ordinary care or to act in good faith. Ordinary care shall be determined in accordance with reasonable commercial standards in the state in which the wire transfer originates. We will not be responsible for special, indirect, punitive or consequential damages resulting from this Agreement.

### **BUSINESS ONLINE BANKING**

You may enroll in Business Online Banking (BOB) by separate agreement, which will enable you to monitor, online, your business account(s). The terms and conditions of BOB are in addition to those under this Agreement.

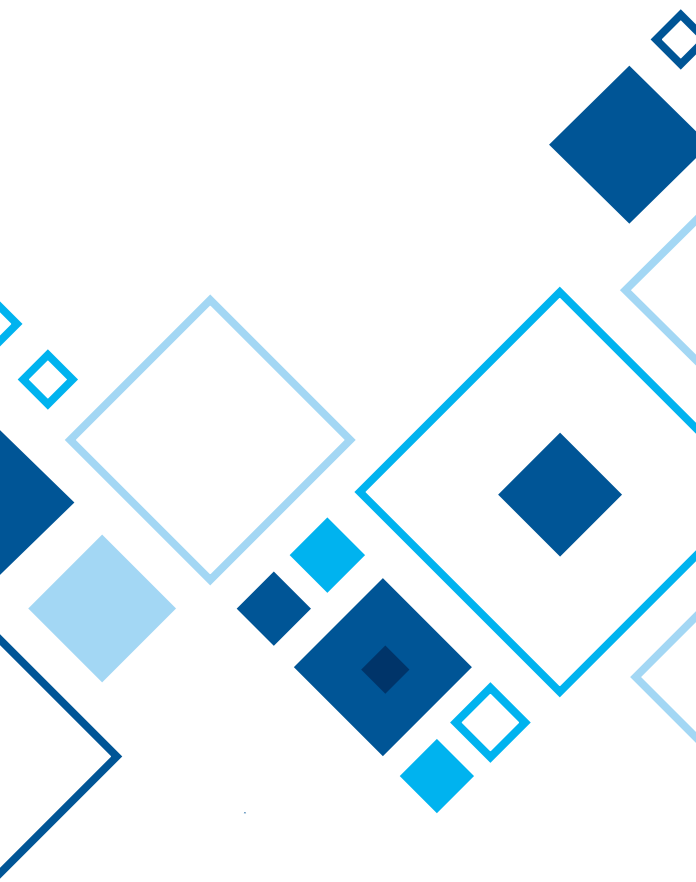
### **POPULAR ONLINE BANKING**

By using Popular Online Banking and by accessing your accounts at the Bank, you acknowledge and accept the terms and conditions, which are presented to you at the time you enroll at [www.PopularBank.com](http://www.PopularBank.com). Those terms and conditions are in addition to those under this Agreement.

**Thank you for banking  
with Popular Bank.**

1.800.250.6968

[www.PopularBank.com](http://www.PopularBank.com)



**PopularBank.com** |    

Copyright © 2020 Popular Bank. Member FDIC.



BBDA-09/20