

ACCOUNT AGREEMENT

Welcome to **Banco Pichincha, C.A., Miami Agency (the “Bank”)**, and thank you for opening an account with us. This agreement (“Agreement”), together with our Rules for Accounts at Banco Pichincha C.A., Miami Agency (the “Rules”) as in effect from time to time, a copy of which you acknowledge having received, provide the general terms and conditions governing all your account(s) at the Bank (the “Accounts”), as well as the products and services that we may provide to you from time to time.

The terms “Customer”, “you” and “owner”, and their derivatives, when used throughout this Agreement refer to the owner(s) of an Account(s), both together and individually. The terms “Bank”, “BPMA”, “we”, “us”, “our” or “ours” refers to **Banco Pichincha C.A., Miami Agency**. As used in this Agreement, both “Account” and “Accounts” include both the singular and the plural.

In consideration for opening or maintaining any demand deposit, time deposit, money market, NOW, online savings or any other Account(s) with the Bank, at its office at 396 Alhambra Circle, Penthouse 2, Coral Gables, Florida 33134 (the “Bank Office”), you (jointly and severally, if more than one), covenant(s) with the Bank as follows:

1. **Rules and Other Documents Incorporated by This Reference.** The Rules and any Application or other document you may have signed and delivered to the Bank are incorporated by this reference and shall govern your Account as if they were set forth in full in this Agreement. The Rules should be read in conjunction with this Agreement in order to understand the full extent of the terms and conditions governing your Account. Please read this Agreement and the Rules carefully before using an Account and feel free to ask us any questions you may have. As used below the term “Agreement” refers to both this Agreement and the Rules together.

2. **Notices:** All notices and other communications or writings sought to be given by Bank to you shall be deemed to have been delivered to all Customers on an Account when: (a) transmitted to any Customer on the Account via E-mail to such Customer’s last known E-mail address; or (b) deposited with the U.S. Mail, addressed to any Customer on the Account and directed to such Customer’s last known address; or (c) delivered by courier service contracted by Bank to Customer’s last known address; or (d) delivered to the office of Banco Pichincha, C.A. in Ecuador selected by Customer in the Account Opening Application or the Bank’s Method of Delivery form. Notice from you to Bank will be considered effective when delivered in writing to the Bank Office and received by a duly-authorized officer of Bank on a regular banking day during regular banking hours.

3. **Demand, Presentment, Protest, etc.:** We are authorized to waive demand, presentment, protest, notice of protest and notice of dishonor as to all items presented to or received by Bank for deposit, collection or payment with reference to any Account.

4. **Currency Transaction Reports:** We may be required to disclose certain information relating to your Account or transactions therein under federal regulations implementing the Bank

Secrecy Act, which among other things prohibits a person from structuring an otherwise reportable transaction in a manner which causes a financial institution to fail to make filings required under the Bank Secrecy Act or to make inaccurate filings. You shall indemnify and hold us harmless with respect to all damages, losses and other charges which may be imposed against us by reason of your failure to comply with the Bank Secrecy Act.

5. **Recording and Monitoring Telephone Calls:** YOU HEREBY CONSENT, ON A CONTINUING BASIS, TO THE TAPING OR OTHER MECHANICAL RECORDING OR MONITORING BY OR ON OUR BEHALF (SHOULD WE ELECT, IN OUR DISCRETION, TO DO SO) OF ANY OR ALL ORAL OR TELEPHONIC COMMUNICATIONS BETWEEN YOU AND US WHICH RELATE TO THIS AGREEMENT OR YOUR ACCOUNT OR PURPORT TO PROVIDE US WITH INSTRUCTIONS RELATING TO THIS AGREEMENT OR YOUR ACCOUNT, OR WHICH WE AT THE TIME THEREOF BELIEVE MAY RELATE TO THIS AGREEMENT OR YOUR ACCOUNT. YOU WAIVE ANY NOTICE OTHER THAN THIS SECTION THAT SUCH COMMUNICATIONS SHALL OR MAY BE RECORDED AT ANY TIME.

6. **Client Identification Program:** 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 EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT OR AT ANY TIME THEREAFTER, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE YOUR DRIVER'S LICENSE, PASSPORT OR OTHER IDENTIFICATION DOCUMENTS, AND WE MAY REQUEST OTHER PERSONAL INFORMATION AS WELL, AND YOU AGREE TO FURNISH US THAT INFORMATION PROMPTLY UPON REQUEST. FAILURE TO DO SO WILL MEAN YOU ARE BREACHING THIS AGREEMENT AND WE ARE AUTHORIZED AT ANY TIME AFTER TO TERMINATE THIS AGREEMENT AND YOUR ACCOUNTS WITH US.

7. **Miscellaneous:**

a. This Agreement and the Account relationship do not create a fiduciary, quasi-fiduciary or special relationship between us. We owe you only a duty to perform under this Agreement and applicable law. Our internal policies and procedures are solely for our own purposes and do not impose on us a higher standard of care than otherwise would apply without such policies or procedures.

b. You understand and acknowledge that we are an agency of an international banking corporation and are licensed by the State of Florida and supervised by the Board of Governors of the Federal Reserve System, as well as the Florida Department of Financial Services. Generally speaking, deposits maintained in an agency of an international banking corporation including ours are not insured by the Federal Deposit Insurance Corporation.

c. Each individual signing a Signature Card authorizes Bank to furnish and/or obtain credit information regarding him or her and/or any entities that he or she represents, to and from

other banking institutions and recognized credit bureaus and commercial establishments, as requested or deemed appropriate, without liability to Bank.

d. This Agreement and the transactions between you and Bank contemplated hereby shall be construed and governed in accordance with those federal and Florida laws and regulations applicable to Bank.

e. All actions, suits or proceedings arising out of this Agreement and any transactions between you and Bank contemplated hereby shall be subject to the non-exclusive jurisdiction of the state or federal courts situated in Miami-Dade County, State of Florida. To the extent permitted by applicable law, you promise and agree not to form part of any class action against Bank relating in any way to an Account, but to limit the plaintiffs in any such action, suit or proceeding to the signatories with you to this Agreement.

f. With respect to any such action, suit or proceeding, you hereby also expressly and irrevocably: (1) submit to the non-exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (2) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (3) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (4) waive any objection you may now or hereafter have based upon improper venue or forum non conveniens with respect to such actions, suits or proceedings. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of Customer hereunder or thereunder) in any such action, suit or proceeding shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of Bank to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

g. For purposes of facilitating the personal jurisdiction of the state or federal courts situated in the State of Florida over you, each Customer, jointly and severally, does hereby irrevocably appoint and constitute the Secretary of State of Florida, or his successors in that office (the "Agent"), The Capital, Tallahassee, Florida 32301, as the agent of Customer on whom all process in any action or proceeding may be served. You, jointly and severally, hereby covenant and agree that the Agent, or his/her successors in that office, shall continue to serve as Agent for service of process until the Indemnified Liabilities are paid in full, and, that service of process by Bank upon the Agent at the address shown above (or such other address as shall be employed by the office of the Secretary of the State of Florida), with copy to you by registered or certified mail at the address we then have for you on our books, shall constitute good and effective service upon each Customer sufficient to grant the state and federal courts situated in the State of Florida full and complete personal jurisdiction over each Customer. The foregoing is without prejudice to our right to serve process in any other manner permitted by law.

h. In order to adapt to evolving Bank practices, laws and regulations, as well as changes in financial markets, we have the right to change the terms of all of our Account Agreements, as well as our Rules, at any time. Any change will apply not only to your Account,

but to all similar accounts with Bank of other persons. The changes we may make include modifying the Annual Percentage Yield (APY) on interest bearing accounts from time to time, and adding, changing, or deleting fees and other conditions relating to your Account, as well as altering the terms and conditions of the accounts and deposits we offer (including those of an Account). If permitted by applicable law, the change may be applied to any Account balance outstanding on the effective date of the change. If required by law, we will mail to you written notice (either by mailing it to you to your last known address or by posting in a conspicuous place at Bank Office) not less than thirty (30) days prior to the effective date of the change that will explain what is being changed.

i. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision herein. To the extent that any provision of this Agreement is interpreted by a court of competent jurisdiction as exceeding any boundaries permitted by law, it shall be enforceable instead to the extent permitted by law.

j. Bank reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. No claimed waiver will be effective against Bank unless set forth in a writing signed by Bank. Any such waiver will not affect Bank's right to enforce any of its rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. The fact that Bank, on any given occasion, may enforce or waive its rights does not obligate Bank to enforce or waive similar rights in the future, nor will this be sufficient to modify the terms and conditions set forth in this Agreement.

k. This Agreement and any related Account-opening documentation, the Rules, the BPMA Internet Banking Services Agreement and Disclosure Statement, and any other documents executed by you at the time you open an Account, as amended from time to time, and any other Disclosure Statements we may provide to you, constitute the complete understanding and agreement between the parties hereto on the matters set forth herein and supersede all prior or contemporaneous agreements or understandings on such matters. The rights and obligations arising under this Agreement are cumulative with those arising by operation of law or under any other agreement or understanding between Customer and Bank. To the extent they are mentioned in any provision of this Agreement or the Rules, Banco Pichincha, C.A. and its offices, agencies, branches, subsidiaries, affiliates, officers, directors, agents, attorneys and shareholders are third-party beneficiaries to this Agreement, entitled to enforce such provision on their own.

l. The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.

m. This Agreement shall remain in full force and effect, as long as Customer has an Account at Bank, unless cancelled or amended by Bank in accordance with the provisions of this Agreement. This Agreement may only be amended as provided in paragraph 6(h) above or in a writing signed by Bank.

n. YOUR USE OF AN ACCOUNT CONSTITUTES YOUR CONSENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, REGARDLESS WHETHER YOU OR WE MAY HAVE FAILED TO EXECUTE THIS AGREEMENT.

o. This Agreement shall be binding upon the heirs, successors in interest and assigns of Customer. Notwithstanding the foregoing, the rights of Customer under this Agreement shall not be assignable without the prior written consent of Bank, and any assignment without such prior written consent shall be null and void. Any Account which may be transferred by us to any affiliate of Bank or to another office of Bank shall continue to be subject to the terms of this Agreement and the Rules until changed by the Bank and the transferee.

8. **WAIVER OF TRIAL BY JURY:** YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, OR PROCEEDING IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY ACCOUNT OF YOURS AT BANK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE OPENING AND MAINTAINING OF ACCOUNTS AT BANK.

9. **ACKNOWLEDGEMENT.** CUSTOMER ACKNOWLEDGES HAVING BEEN GIVEN THE OPPORTUNITY TO READ, DISCUSS AND UNDERSTAND THIS AGREEMENT AND THE RULES PRIOR TO OPENING AN ACCOUNT.

Miami, June 1st, 2017

RULES FOR ACCOUNTS

AT BANCO PICHINCHA C.A., MIAMI AGENCY (“BANK”)

THESE RULES APPLY TO ALL ACCOUNTS AT THE BANK. PLEASE READ THEM CAREFULLY PRIOR TO USING ANY ACCOUNT AT BANK.

CAPITALIZED TERMS IN THESE RULES NOT DEFINED BELOW HAVE THE MEANINGS SET FORTH IN THE ACCOUNT AGREEMENT BETWEEN YOU AND BANK (THE “AGREEMENT”). FOR OTHER PROVISIONS APPLICABLE TO YOUR ACCOUNT, SEE THE AGREEMENT AND ANY OTHER APPLICATIONS, DOCUMENTS OR INSTRUCTIONS YOU MAY HAVE PROVIDED TO THE AGENCY.

10. **Death of an Account Holder**: You agree to notify Bank promptly in writing if any owner or authorized signer on your Account dies or is declared incompetent by a court of appropriate jurisdiction. If any owner of an Account dies, we must be provided with a certified copy of the death certificate and any other document which in our sole discretion may be necessary to establish the ownership of the Account before we release the balance in the Account to any survivor or to the estate of the decedent or to any beneficiary or beneficiaries of any pay-on-death, in-trust for or transfer-on-death securities Account. However, you agree that we shall have no obligation to release such balance or any part thereof or any other asset of the decedent, unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction.

11. **Corporate/Partnership Authority**: If Customer is a corporation, limited liability company, trust, partnership or other legal entity, Customer represents that it has complied with all necessary internal formalities in relation to the execution and performance of this Agreement, including but not limited to obtaining or adopting all required authorizations, approvals, and resolutions of its board of directors, shareholders, managers and/or partners, that the execution and performance of this Agreement by Customer does not and will not violate any provision of law or of Customer’s organizational documents, and that this Agreement represents a valid, binding, and enforceable obligation of Customer.

12. **Certification of Foreign Status or Tax Identification Number**: Every signatory on an Account must: (i) independently certify his/her status as a U.S. non-resident alien by providing a completed Internal Revenue Service Form W-8BEN or, in the case of a corporation, partnership, trust or other artificial entity not organized under the laws of the United States, its status as a Foreign Entity by providing a completed Internal Revenue Service Form W-8BEN-E; or (ii) certify the accuracy of his, her or, in the case of a corporation, partnership, trust or other artificial entity, its U.S. tax identification number by providing a completed Internal Revenue Service Form W9. Alternatively, the above certifications may be provided on any substitute Form W-8BEN or substitute Form W-9, as the case may be; and the certification of effectively connected income or any applicable exemption (Form W-8ECI) or status as an exempt beneficial owner (Form W-8EXP) should be noted by providing the correct Form of W-8 to the Bank. A depositor's certification of U.S. non-resident alien or foreign entity status must be renewed by the last day of

the third calendar year following the year in which the certification is signed. Renewal may be done through Bank's online banking platform described in paragraph 12 below. Bank reserves the right to close Customer's Account or to refuse any transaction to or from the Account if the certification forms are not filed with Bank or are not timely renewed, or if a request for additional documentation is refused by Customer. If a Customer who has certified U.S. non-resident alien status at the time he or she opens an Account with Bank later becomes a U.S. citizen or resident, written certification must be given to Bank within thirty (30) days of the change in status, on a form to be obtained from Bank. Customer must also give written certification to Bank within thirty (30) days of the change in foreign entity (or FATCA) status or any other change in circumstances which would make the prior withholding certificate inaccurate or incorrect, on a form to be obtained from Bank. Bank will report the interest earned on each Account owned by Customer and will also backup withhold unless Customer provides Bank with the required certifications.

13. **Prohibition Against Internet Gambling Business:** The Unlawful Internet Gambling Enforcement Act of 2006 ("Act") prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with Unlawful Internet Gambling, including payments made through credit cards, electronic funds transfers and checks. The Act requires U.S. financial institutions such as Bank to identify, block or otherwise prevent or prohibit such payments. To comply with the Act, Bank will not open or maintain an account for any person and/or entities engaged in Internet Gambling Business.

At all times in which you maintain an Account with Bank, you hereby warrant and represent to Bank that: (a) you do not engage in an Internet Gambling Business and you will notify Bank in writing prior to entering into any Internet Gambling Business; (b) you will not process transactions for any person or entity engaged in Internet Gambling Business through your Account(s) at Bank; and/or (c) you will not transmit the payment of any wager or bet relating to Internet Gambling Business through your Account(s) at Bank.

For purposes of this Paragraph, the following terms shall have the following meaning:

- "Unlawful Internet Gambling" means the placing, receiving or otherwise knowingly transmitting of a bet or wager by any means which involve the use, at least in part, of the Internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.
- "Internet Gambling Business" means the business of placing, receiving or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet.

14. **Office of Foreign Assets Control ("OFAC") Sanctions:** The Department of Treasury's Office of Foreign Assets Control (OFAC) administers and enforces economic and trade sanctions programs implemented by the government against certain targeted countries ("Country Sanctions Programs") as well as against terrorists and international narcotics traffickers engaged in activities that threaten the national security, foreign policy or economy of the United States (collectively referred to as "Specially Designated Nationals"). OFAC regulations prohibit U.S. financial institutions from engaging or processing any financial transaction associated with Country

Sanctions Programs and/or involving assets and properties of Specially Designated Nationals. These controls apply to deposits, contracts, letters of credit, funds transfers, payments, etc. Pursuant to OFAC regulations, the Agency is required to block (freeze) or reject any transactions/transfers that are, either directly or indirectly, associated with Specially Designated Nationals and/or Country Sanctions Programs. OFAC Sanctions Programs and Country Information are available at the U.S. Department of the Treasury's website (www.treasury.gov/resource-center/sanctions/programs). Bank is required to comply with all OFAC sanctions. By opening an Account with us, you agree and acknowledge that you are not a prohibited individual or entity under any of the sanctions programs administered or enforced by OFAC. In addition, you agree not to conduct or process any transactions directly or indirectly involving a sanctioned country or Specially Designated Nationals through your Account(s) at Bank. You agree that Bank can freeze and/or reject any transaction it reasonably believes violates any of the OFAC sanctions programs. You agree and acknowledge that any transaction to or from your Account may be delayed or suspended and that a hold may be placed on your Account while a transaction is reviewed for possible violations of any of the OFAC sanctions programs and that Bank will have no liability for any such delays, suspensions, holds and/or any resulting unavailability of funds.

15. Collections and Deposits: Notwithstanding any information which may be provided to you at the time of deposit or otherwise, in receiving items for deposit or collection in an Account, Bank will act only as your agent and will assume no responsibility beyond the exercise of due care. Bank will not be liable for any default or negligent acts on the part of any other person, including any subsequent collecting bank, or for any items lost in transit. Any item received for deposit or collection in an Account or cashed by Customer on an Account, or cashed for others on the endorsement of Customer, will be treated as an uncollected item and held against the Account until final payment is received on such item in cash or unconditional credit acceptable to Bank; and Bank may, at any time, charge-back to an Account any item as to which final payment is not received in cash or unconditional credit acceptable to Bank. Bank may refuse to effectuate any transfer or withdrawal from an Account or to make payment on any item drawn on an Account against funds so held for collection.

Deposits may be made in an Account only at the office of Bank located at 396 Alhambra Circle, Penthouse 2, Coral Gables, Florida 33134 ("Bank Office"). Bank shall not be construed to have received any item sent by mail or delivered to Banco Pichincha, C.A. or any of its offices, branches, or subsidiaries, or any affiliate or correspondent of Bank, until Bank has actually received delivery of same at the Bank Office, during a regular banking day and within regular banking hours. Deposits received during regular banking hours will not be posted to an Account until after the close of Bank's regular banking day. Items received on any banking day after 3:00 p.m. shall be deemed received on Bank's next banking day.

An Account will receive credit for deposits of cash, checks and electronic payments in accordance with Federal Reserve Regulation CC and the Bank's Funds Availability Policy Disclosure, as established from time to time.

Bank may, at its sole discretion, refuse a deposit, limit the amount which may be deposited or return all or any part of a deposit. Items deposited in an Account may, at the sole and exclusive option of Bank, be given provisional credit prior to the receipt of final payment. If such

provisional credit is given, it may be withdrawn by Bank at any time before the receipt of final payment of the deposited item. Should Bank fail to receive final payment on an item for which provisional credit has been given, Bank shall have the immediate right to charge back the amount of such credit to the Account and to collect the amount thereof directly from you or from any other Account at Bank, and you shall pay Bank on demand such uncollected funds, as well as all costs and expenses of collection, including reasonable attorneys' fees, plus interest on all such amounts at the rate then charged by Bank for such incidents, all of which may be charged directly to any Account.

All items and their proceeds may be handled by Bank through any Federal Reserve Bank and/or through any correspondent or intermediary of Bank, in accordance with applicable Federal Reserve rules or with common bank usage. Bank will not be liable for the loss of any item in transit that is not lost while in Bank's possession. You agree to fully cooperate with Bank upon request and at your own expense in any effort to recover or collect on any lost or missing item, regardless of who may be responsible.

16. Authorized Signature: Bank shall be entitled to rely upon any signature card or other resolution or designation of authorized signatories delivered by Customer in respect of an Account, whether or not such person has signed the signature card or other documentation for Account(s). Bank may continue to recognize an authorized signatory until Customer has delivered to Bank an appropriate resolution or other written document in form and substance reasonably satisfactory to Bank revoking or modifying the authorizations contained therein, and Bank has had a reasonable time to act thereon. You agree to be jointly and severally responsible for all actions of any authorized signatory as if done by yourself. You confirm that the specimen signature(s) appearing on the signature card(s) delivered to Bank for an Account is/are the genuine signature(s) of the person(s) indicated, and that all information you or any other signatory may now or hereafter provide to Bank in connection with an Account will be true, correct and complete in all material respects. Unless otherwise specified in the signature card(s) delivered to Bank, Bank is expressly authorized, without limitation, to recognize and rely upon the signature of any person whose signature appears on the signature card(s) of an Account (an "Authorized Person") in connection with any payment or withdrawal of funds or the transaction of any other activity with respect to such Account, including without limitation, any changes in the title of the Account or changes of authorized signatures or any release, disclosure and/or production of information, documents and/or records relating to such Account. Bank is authorized, at its sole discretion, to honor any item drawn or endorsed by any Authorized Person even though the signature thereon does not correspond exactly with the Authorized Person's specimen signature; however, Bank is not obligated to honor any item drawn or endorsed by an Authorized Person unless the signature corresponds exactly with the Authorized Person's specimen signature. Bank is further authorized to honor as genuine the signature or purported facsimile signature of any Authorized Person.

You agree that for a period of no less than five (5) banking days after Bank receives written notification of any modification of an Account, including the change or revocation of Authorized Persons, Bank shall continue to be authorized to honor any items or instruments bearing the signature of any previously named Authorized Persons to the Account. In any case, Bank shall not be obligated to accept changes in Authorized Persons to an Account until Bank shall first have received appropriate signature cards duly completed and signed by all new Authorized Persons to the Account. We may, at our discretion, require the closing of an Account and the opening of a

new Account in the event any Customer requests a change in the title of an Account or a change as to any Authorized Person.

In addition to sharing any information regarding an Account with an Authorized Person, Bank may share any information regarding an Account with any other person specifically designated by an Authorized Person.

17. Information/Documentation on Identity, Source of Funds and Transactions: You shall provide Bank with such information/documentation as Bank may require, at its sole discretion and from time to time, in order to comply with applicable law, including to establish and verify: (a) your identity and that of any Authorized Person having signature authority on an Account; (b) the identity of any nominal or beneficial owner on an Account; (c) if the Account is in the name of an entity, the identity of the officers, directors, managers, trustees, shareholders or other owners or control persons of that entity; (d) the purpose of an Account and your relationship with Bank; (e) the source of any funds deposited in an Account; and (f) any transaction/activity passing through an Account. Further, you understand and acknowledge that Bank is required under applicable law and its own policies and procedures to take steps to combat the use of Bank's products, services and facilities in furtherance of money laundering and other illegal activities. You represent, warrant and covenant that all funds now or hereafter deposited in an Account(s) shall have a lawful source, and that you shall not conduct or initiate any transaction in or through the Account(s) or Bank that is unlawful under the laws of the United States, the State where Bank is located or any other jurisdiction the laws of which are applicable to such transaction, and that you and any Authorized Persons will manage the Account in all material respects to comply with all applicable laws. Customer will cooperate fully with respect of any inquiry that Bank may make for the purposes of compliance with any applicable law (including the U.S. Foreign Account Tax Compliance Act ("FATCA") and/or any other reporting and/or withholding requirements of any government), including promptly providing all relevant information, details and/or documents as may be necessary to enable us to comply with the same. Bank will not be required to participate in or allow any transaction to be conducted through an Account to the extent Bank's due diligence leaves it unsatisfied in its discretion with any aspect of the transaction or the parties involved.

18. Payment of Items: Bank may, at its discretion, refuse payment of, and return as unpaid, any item drawn on an Account if the balance of collected funds in the Account is insufficient to pay the total amount of such item, and a service fee set by Bank will be charged against the Account for the processing and return of the item. Bank accepts no responsibility for the payment of items which are presented the same banking day on which deposits are made to an Account, unless there is already a sufficient balance of collected funds in the Account to pay the total amount of such item. Payment of an item may be refused by Bank, at its sole discretion, if the item is written in pencil, illegible, improperly prepared, stale or post-dated, presented beyond the date of payment, contains more than one endorsement or Bank believes it to not be negotiable for any reason.

19. Endorsements: Bank may, at its discretion, accept any item endorsed for deposit to an Account, and such endorsements may be made manually, with type, by stamp, or otherwise; and any such endorsement will be treated as genuine in all respects and as warranting and guaranteeing all prior endorsements thereon. Payment of an item may, at Bank's discretion, be refused if it is endorsed in pencil, if improperly prepared, if illegible or if the item contains more than one

endorsement. Any item payable to Customer may be deposited in and credited to an Account without being endorsed by the payee(s) if the Account title is in the same name as the payee. Bank shall have no liability to you in connection with delays or errors in the return of any item deposited to an Account when the error or lateness is caused by markings on the item made by or on behalf of Customer or a prior endorser in the area of the item reserved for the depository bank endorsement.

11. Substitute Checks: When you draw a check on an Account you may receive back from us a substitute check instead of the original check. Similarly, when you deposit a check in an Account, if the item is not paid you may receive from us a substitute check instead of the original. A substitute check is a paper copy of the front and back of the original check, which is slightly larger than a standard personal check so that it can contain a picture of your original check. A substitute check must be printed in accordance with very specific standards imposed by United States law. A substitute check is the legal equivalent of the original check if it accurately represents the information on the original check and includes the following statement: “This is a legal copy of your check. You can use it the same way you would use the original check.”

Unless we specifically permit you to do so, at our sole discretion, you may not deposit in an Account any substitute check that has not been created or previously transferred/presented for payment by a bank (see Section 3(2) of Check 21 Act; 12 USC 5002(2)) in the U.S. check collection process. This means that, unless we enter into a specific agreement with you to do so, you cannot deposit in an Account, among others, a substitute check that is created by: (a) an individual; (b) a nonbank entity; or (c) a foreign bank outside the U.S. check collection process.

12. Internet Banking Services: You may specifically request access to and use of certain internet banking services offered by Bank. Such request may be made by accessing BPMA Internet Services directly through Bank’s Website and enrolling for E-Banking Services. Your access to and use of BPMA Internet Services for any of the Accounts and other Bank services and products shall be governed by the terms and conditions of the separate BPMA Internet Banking Agreement.

13. Accounts and Account Limitations: We offer the following types of Accounts subject to the restrictions, limitations and applicable fees specified herein, which we reserve the right, at our discretion, to change from time to time. Customer agrees to provide Bank with the necessary documentation to establish Customer’s authority to open a particular type of Account, and to provide Bank with all information requested by Bank in connection with Bank’s discharge of its duties under applicable “know your customer” and anti-money laundering guidelines, principles, rules, regulations and laws. Any changes that you request to the ownership of an Account are not effective until we have had a reasonable time to process the request.

NOTE: Because decisions concerning whether an Account should be held in a particular capacity may have significant legal, tax and estate planning consequences, consultation with your attorney or tax advisor is recommended.

a. **Interest Earning Demand Deposit Accounts:**

- **Definition of Account:** This is a regular, interest bearing, transactional account

that allows you to write checks or make transfers on your Account. There is no limitation as to the number of checks or transfers made from such Account. The current interest rates and Annual Percentage Yields are reflected in Bank's current Market Rate Schedule which is available upon request. Additional interest information is provided in sub-section (i) below.

- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain an Interest Earning Demand Deposit Account, as it may be set by us, at our sole discretion, from time to time. Your Interest Earning Demand Deposit Account will not earn interest during any period of time in which you do not meet the minimum average daily balance.
- **Maintenance Fees:** There will be no maintenance fee on an Interest Earning Demand Deposit Account in any calendar month when the average daily balance is equal or higher than the required minimum. In any calendar month when the average daily balance is less than the required minimum, the Interest Earning Demand Deposit Account will be debited a monthly maintenance fee as may be set by us, at our sole discretion, from time to time.

b. **Non-Interest Earning Demand Deposit Accounts:**

- **Definition of Account:** This is a regular, non-interest bearing, transactional account that allows you to write checks or make transfers on your Account. There is no limitation as to the number of checks or transfers made from such Account.
- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain a Non-Interest Earning Demand Deposit Account as it may be set by us, at our sole discretion, from time to time.
- **Maintenance Fees:** There will be no maintenance fee on a Non-Interest Earning Demand Deposit Account in any calendar month when the average daily balance is equal or higher than the required minimum. In any calendar month when the average daily balance is less than the required minimum, the Non-Interest Earning Demand Deposit Account will be debited a monthly maintenance fee as may be set by us, at our sole discretion, from time to time.

c. **NOW Accounts:**

- **Definition of Account:** This is an interest-bearing, transactional account which allows you to write checks or make transfers for your Account. There is no limitation as to the number of checks or transfers made from such Account. NOW Accounts may be established by individuals regardless of the purpose for the Account, including individuals operating a sole proprietorship or an individual doing business under a trade name. Funds held in a fiduciary capacity, including funds awaiting distribution or investment, pension funds, escrow accounts, security deposits and other funds held under various agency

agreements may also be held in the form of NOW accounts, if the entire beneficial interest is held by individuals or other institutions eligible to maintain NOW accounts. A nonprofit organization that is operated primarily for religious, philanthropic, charitable, educational, political or similar purpose may also maintain a NOW Account.

- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain a NOW Account as it may be set by us, at our sole discretion, from time to time. Your NOW Account will not earn interest during any period of time in which you do not meet the minimum average daily balance
- **Maintenance Fees:** There will be no maintenance fee on a NOW Account in any calendar month when the average daily balance is equal or higher than the required minimum. In any calendar month when the average daily balance is less than the required minimum, the NOW Account will be debited a monthly maintenance fee as may be set by us, at our sole discretion, from time to time.
- **Transaction Limitations:** We are required under federal regulation to retain the right to ask for seven (7) days written notice before you may withdraw from a NOW Account.

d. **Money Market Accounts:**

- **Definition of Account.** This is an interest-bearing account from which you may make no more than six (6) withdrawals or transfers, or a combination of such withdrawals or transfers, per calendar month or statement cycle, to another Account at Bank or to a third party by means of a preauthorized or automatic transfer or by check, draft, debit card or similar order made by you to a third party. Notwithstanding the foregoing, we agree that you may make unlimited transfers to another of your Accounts at Bank where such transfer is made by you in person at the Bank Office.
- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain a Money Market Account as it may be set by us, at our sole discretion, from time to time. Your Money Market Deposit Account will not earn interest during any period of time in which you do not meet the minimum average daily balance
- **Maintenance Fees:** There will be no maintenance fee on a Money Market Account in any calendar month when the average daily balance is equal or higher than the required minimum. In any calendar month when the average daily balance is less than the required minimum, the Money Market Account will be debited a maintenance fee as may be set by us, at our sole discretion, from time to time.
- **Transaction Limitations:** The “date paid” appearing on the Account statement will be used for applying these limitations. We reserve the right to impose a

penalty for violations of these limitations. Federal regulations may require us to take away the transfer and draft capacities or close of such Account in the event you continue to violate these limitations. We are also required under Federal regulations to retain the right to ask for seven (7) days written notice before you may withdraw from a Money Market Account.

e. **Savings Accounts:**

- **Definition of Account.** This is an interest-bearing account from which you may make no more than six (6) withdrawals or transfers, or a combination of such withdrawals or transfers, per calendar month or statement cycle, to another Account at BPMA or to a third party by means of a preauthorized or automatic transfer made by you to a third party. Notwithstanding the foregoing, we agree that you may make unlimited transfers to another of your Accounts at BPMA where such transfer is made by you in person at the Bank Office. By opening a Savings Account with us, you agree to automatically subscribe to E-Statements (as defined below) and that no paper statements will be provided.
- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain a Savings Account as it may be set by us, at our sole discretion, from time to time. Your Savings Account will not earn interest during any period of time in which you do not meet the minimum average daily balance.
- **Maintenance Fees:** There will be no maintenance fee on a Savings Account in any calendar month when the average daily balance is equal or higher than the required minimum. In any calendar month when the average daily balance is less than the required minimum, the Savings Account will be debited a maintenance fee as may be set by us, at our sole discretion, from time to time.

Transaction Limitations: The “date paid” appearing on the Account statement will be used for applying these limitations. No violations of the limitation on number of transactions are permitted. Federal regulations may require us to take away the transfer and draft capacities or close of such Account in the event of violation of these limitations. We are also required under Federal regulations to retain the right to ask for seven (7) days written notice before you may withdraw from a Savings Account.

f. **Time Deposit Accounts:**

- **General Information and Time Requirements:** We offer Time Deposit Accounts with various terms and with interest paid at the time agreed upon by Bank. With a Time Deposit Account, you agree to leave your funds in the Account for a specific period of time called the “term.” The last day of the term is the “maturity date.” The maturity date is the first day you may withdraw funds without paying an early withdrawal penalty.

- Minimum Balance Requirements: We will require a minimum deposit to open and maintain a Time Deposit Account. This minimum balance requirement may be varied by Bank, at its sole discretion, from time to time. Your Time Deposit Account will not earn interest during any period of time in which you do not meet the minimum balance requirement.
- Interest Calculation: The Time Deposit will earn simple interest at the rate set by Bank at its sole discretion from time to time. The interest will be paid at maturity of the Time Deposit.
- Early Withdrawal Penalties: You do not have the right to withdraw principal or interest from your Time Deposit Account prior to its maturity date. If we allow you, at our sole discretion, to make an early withdrawal prior to the maturity date of the Time Deposit, we will assess the penalties described below:
 1. If you make an early withdrawal from a Time Deposit that has a maturity of 360 days or less, you will be charged the equivalent of 90 days of interest earned or not on the amount withdrawn .
 2. If you make an early withdrawal from a Time Deposit that has a maturity of more than 360 days, you will be charged the equivalent of 180 days of interest earned or not on the amount withdrawn.
 3. As required by federal law, in no event will the penalty be less than seven (7) days of simple interest. In all cases, the minimum early withdrawal penalty will be US\$50.00.
 4. Notwithstanding the foregoing, we will not impose any early withdrawal penalty: (a) upon the death of the owner of the Time Deposit; (b) when any owner of the Time Deposit is determined to be legally incompetent; or (c) where the Time Deposit contract provides for an automatic renewal at maturity and you withdraw the funds within ten (10) calendar days after the maturity date.
- Automatic Renewal and Grace Period: Whenever you establish a Time Deposit, we will provide you with written confirmation of the amount of principal, the dates of opening and maturity, the Annual Percentage Yield (APY) and the rate of interest to be paid. Time Deposits are renewed automatically for a period identical to their original term, unless, Bank is advised in writing otherwise at least three (3) banking days prior to maturity. The renewal will be at the rate of interest prevailing on the renewal date. There is a ten (10) calendar-day grace period after the maturity date, during which additional funds can be deposited and funds can be withdrawn without paying an early withdrawal penalty. At your written request, interest due at maturity may be credited to your Demand

Deposit, NOW or Money Market Account or Online Savings Account, or added to the principal of a renewed Time Deposit.

- g. **Pay/Transfer on Death Account:** To establish this type of deposit or investment Account payable to a third party upon your death, you must execute and deliver to Bank a separate Pay-on-Death/Transfer-on-Death Agreement in the form required by Bank. If you open a Pay-on-Death/Transfer-on-Death Account, during your lifetime you are the owner of the Account and you retain the right to withdraw the proceeds of the Account, in whole or in part, and to designate in writing a change of beneficiary(ies). If there are multiple owners designated on the Pay-on-Death/Transfer-on-Death Account, any one owner acting alone has the right to give instructions for the Account, make deposits and withdrawals, or change and/or delete beneficiaries, unless the Pay-on-Death/Transfer-on-Death Agreement executed by you and Bank specifically states otherwise. The initial amount deposited, plus all additional credits to the Account, shall not be made available to the beneficiary(ies) until the death of all Account owners. Upon the death of the sole Account owner or the last survivor of two or more Account owners, sums on deposit in the Pay-on-Death/Transfer-on-Death Account belong to the surviving beneficiary(ies). Except as you may otherwise instruct Bank in a writing delivered to Bank during your lifetime, if two or more beneficiaries survive, sums on deposit belong to them in equal and undivided shares. If no beneficiary survives the Account owner(s), sums on deposit belong to the estate of the last surviving Account owner.

Your Pay-on-Death/Transfer-on-Death Account shall be governed by Florida law regarding pay-on-death accounts, including without limitation Florida Statutes §655.82, as such may be modified from time to time, as well as the terms and conditions of the Pay-on-Death/Transfer-on-Death Agreement executed by you and Bank.

- h. **Interest Information:** We reserve the right, at our sole discretion, to change the interest rates and annual percentage yield paid by us on any interest-bearing Account. The current interest rates and Annual Percentage Yields are reflected in Bank's current Market Rate Schedule which is available upon request. You may also call your Relationship Manager to confirm such information.

Your Account(s) will earn interest on the collected balance during any calendar month when the average daily balance of such Account is equal or higher than any required minimum.

To determine the amount of interest to be paid to your Account, we use the daily balance method. This method applies a daily periodic rate to the collected balance in the Account each day.

Interest is compounded daily and is credited to your Account monthly. Interest begins to accrue when we receive credit for the funds deposited to the Account. We give credit for cash and incoming electronic transfers and for the deposit of a Bank check on the same banking day the cash or Bank check is deposited, or the electronic transfer

is received in the Account. We receive credit for checks drawn on other financial institutions based on the availability schedule established by the Federal Reserve Bank of Atlanta. The balance in an interest-bearing deposit Account for which Bank has given credit is called the collected balance. We will not pay interest on funds deposited by a check which is returned unpaid.

Interest will also not be paid if your Account is closed before accrued interest is credited to the Account. The Annual Percentage Yield (APY) on a Time Deposit assumes that all accrued interest will remain on deposit until its maturity date. If interest is withdrawn prior to the maturity date, the APY will be affected.

14. **Overdrafts:** You are obligated to maintain sufficient available funds in your Account at all times to cover checks, withdrawals, debits, returned deposit items or any other instruments negotiated or accepted by us on your behalf. If the balance of collected funds in an Account is insufficient to pay an item or items drawn by you, we will not be required to pay such item(s), but you agree to pay a service charge as set by us from time to time for the processing and return of the item(s). If we, at our sole discretion, agree to pay such item, we may deduct an overdraft charge as set by us from time to time in our discretion from that or any other Account you may have at Bank, and you agree to pay the overdraft balance and any unpaid overdraft charge within five (5) Banking Days from the date of the overdraft. In the event of an overdraft balance in an Account, we shall have the right, at our sole discretion, to charge you interest on the amount of the overdraft at such interest rate as we deem appropriate (but not to exceed the highest interest rate allowed by applicable law), and to set-off against or charge to any Account which you may have at Bank, the amount of such overdraft and interest thereon, without prior notice to or the consent notice to you. In order to provide funds with which to pay an item presented for payment on an Account, or to cover an overdraft in an Account, we may, at our sole discretion, transfer funds from one of your Accounts to another, regardless of whether either Account is owned jointly or by you alone and regardless of the type of Account involved; however, in the absence of a specific written agreement to the contrary with you, Bank shall be under no obligation to provide funds from another Account. Our honoring of past overdrafts shall not obligate us to honor overdrafts in the future. When sufficient available funds are not available to pay all items presented, we may pay the items in any order convenient to us and dishonor the remaining items.

You may specifically request in writing, in the appropriate form provided by Bank, that Bank grant to you, subject to such terms and conditions we deem appropriate, a credit facility whereby you will be permitted from time to time to overdraft a specified Account up to a specified aggregate maximum amount not to be exceeded at any one time (“Overdraft Facility”); provided, however, that Bank shall be under no obligation whatsoever to provide an Overdraft Facility to you.

15. **Joint Account:** If an Account is in the name of more than one person or entity, Bank shall treat the joint Account as a joint tenancy with right of survivorship and not as a tenancy in common (“Joint Account”). A Joint Account shall be subject to the terms, conditions and practices generally governing such Accounts at Bank, including but not limited to the following: (A) upon the death of any owner of the Joint Account, the surviving owner(s) shall be the sole owner(s) of the Joint Account; (B) all funds deposited in the Joint Account shall be held and owned by any one owner as his or her undivided property with right of survivorship; (C) each owner shall have

full power to act singly in all matters related to the Joint Account including, but not limited to, the following: (i) any owner is authorized to deposit in the Joint Account monies belonging to and items payable to any one or more owner(s) and to endorse same or deliver same to Bank without endorsement; (ii) Bank is authorized to withdraw, transfer or pay any monies on such Joint Account upon the order of (a) any owner, (b) any surviving owner, or (c) in the event of the death of all owners of the Account, as provided in a Pay-on-Death/Transfer-on-Death Agreement between Bank and at least one owner of the Account, or absent such an agreement, to the executor, administrator or personal representative of any owner, without regard to the original ownership of the monies deposited. Bank may require the survivor(s) to produce legal documents before releasing the monies on deposit, however, and may condition any such release of monies upon the full satisfaction of all requirements of the Agreement and these Rules; and (iii) any owner may request a Stop Payment (pursuant to paragraph 12 of these Rules) on any items drawn on the Joint Account. We may, at any time and at our sole discretion, decline to pay any or all items drawn on a Joint Account except for items drawn by or to the order of all owners of the Account. Each owner of such joint Account shall be jointly and severally liable to Bank for any overdraft or any other liability occurring in or arising from the Joint Account, regardless of which owner participated in such overdraft or liability, or benefited from it. We shall have no obligation to notify any owner regarding any action in the Joint Account or changes to a Joint Account made by any other owner. Although Bank shall have no obligation to notify any one or more of you regarding any change to or other action concerning the Account made or taken by another one or more of you, Bank may, notwithstanding any other provisions of this paragraph, require the signatures of all of you in order to pay any item or take any other action relating to the Account, if Bank has received conflicting demands or instructions from any two or more of you; has received an instruction signed by less than all of you seeking to change the title of (or restrict the payment or transfer of funds in) the Account; or has concluded for any other reason, in Bank's discretion, that it is prudent to require the signatures of all of you.

If a Joint Account is in the name of a husband and wife, we shall treat such Joint Account as a tenancy by the entireties rather than a Joint Account; however, such tenancy by the entireties will nevertheless be subject to the provisions for Joint Accounts set forth herein.

16. **Prohibited Pledge or Encumbrance:** No Account may be pledged, assigned and/or encumbered, nor may any security interest be granted, without the prior written consent of Bank, which must be obtained after reasonable written notice has been given to Bank of such intended action. Any pledge and/or encumbrance of an Account must be effectuated through a written instrument acceptable to Bank in form and substance in its discretion. Bank may require that any such pledge, assignment, encumbrance or security interest be subject to Bank's rights in the Account, including its right of set off.

17. **Stop or Hold Payments:** You may request in writing the stop payment of an item, or the conditional hold payment (until its date) of a "post-dated" item, if the item has not already been paid (hereinafter collectively a "Stop Payment"). A request for Stop Payment will be effective for a maximum period of six (6) months, but a renewal may be requested in writing prior to the expiration of the six (6) month period. Renewals may be granted at Bank's sole discretion. Each renewal is treated as a new Stop Payment order. If Customer wants the Stop Payment order to expire in less than six months, Customer must cancel the order on or before the date Customer wants it to expire. Customer may cancel the Stop Payment order in a writing delivered to Bank.

Customer's request to cancel the Stop Payment order is not effective until Bank has a reasonable opportunity to act on it. Bank will cancel the Stop Payment order automatically when the Account on which the item is drawn is closed.

If the item is presented for payment after the Stop Payment request expires, Bank may pay the item. No Stop Payment request, nor the renewal or revocation thereof, shall be valid or effective unless it: (A) is in writing and is signed by Customer (or if more than one Customer, then any one of them) or any Authorized Person on the particular Account, (B) specifies the Account number and the number, date, amount and payee of the check, and (c) is delivered to the Bank Office on a banking day during regular banking hours with sufficient time to provide Bank with the opportunity to act.

If Bank pays an item for which a valid and effective Stop Payment request was received, Bank will not be liable to you for any special, indirect, consequential or punitive damages. You agree not to hold Bank responsible if the item is paid because of misidentification so long as Bank has followed its usual procedures for handling a Stop Payment order.

By requesting a Stop Payment, you agree to: (i) reimburse us for any loss that results from nonpayment of the check; (ii) cancel the Stop Payment promptly and in writing if the check is destroyed or otherwise taken out of circulation; (iii) notify us in writing before you issue a replacement for the check; and (iv) write on the face of the new check the word "Replacement" and a number and date different from that of the original check.

18. Stale-Dated and Other Checks: Under applicable law, Bank is not obligated to pay a check drawn on an Account which is presented more than six (6) months after its date. However, Bank may charge an Account for payments made on such items in good faith. Furthermore, if a check is presented against an Account which contains an expiration date, we may pay the check or return it at our sole discretion. This provision will apply to any check which contains an expiration date, including, a check which contains a legend on the face of the check stating: "Void after [any specified date or time period]."

19. Statements of Account: Bank is authorized and directed to mail for each Account (except Time Deposits), to your last known address and at the close of each accounting period for the particular Account (as determined by Bank from time to time), a statement pertaining to the Account for the preceding accounting period, unless the Account is subject to a E-Statement (as hereinafter defined) arrangement. Bank shall have no liability for the safe delivery of statements and accompanying items and documents mailed to you. If any statement is returned to Bank because of an incorrect address, Bank may stop sending statements to you until you have rectified the address.

You agree to exercise reasonable care by promptly examining each statement and the accompanying copies and documents upon receipt, and promptly reporting to Bank any problem, irregularity or error in the statement or in the Account indicated in the statement or evidenced by any of the accompanying copies or documents, and particularly, any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account. Because you are in the best position to detect problems, irregularities or errors of Account, unauthorized signatures, endorsements or alterations of items, you shall be fully precluded from asserting any dispute or

difference as to a statement and from asserting any claim or cause of action against Bank for any payment, withdrawal, debit or transfer described in a statement or evidenced by any of the accompanying copies or documentation if: (a) you fail to exercise reasonable care in delivering written notice to Bank at the Bank Office or via Bank's electronic banking online portal of any alleged problem, irregularity or error within fourteen (14) calendar days after the statement, items or documentation shall have been mailed or made available to you, whichever is earlier, or (b) the item was forged so cleverly (as by unauthorized use of facsimile machine or otherwise) that the forgery or alteration could not reasonably be detected by the Bank employee involved. If you fail to provide such notice, you shall also be precluded from asserting against Bank any unauthorized signatures or alterations by the same wrongdoer on items paid by Bank after the time period mentioned above lapsed, but before Bank receives notice. You shall not be relieved of this duty by reason of the fact that any statement and accompanying copies and documents were not received or made available to you, unless you notify Bank in writing of Customer's non-receipt thereof within fourteen (14) calendar days from the date they are customarily sent or made available.

20. **E-Statements:** Customer may elect, in writing, to instruct Bank to make monthly statements of Account and copies of checks available to Customer exclusively in electronic form (collectively "E-Statement(s)") via Bank's online service. Customer understands that by electing to receive E-Statements, Customer shall not receive any monthly statements of Account or copies of checks, except as otherwise provided herein. Notwithstanding the foregoing, Bank shall have the right, at its sole discretion, should it deem it necessary or advisable in order to protect, maintain and/or assert any rights of Bank with regard to Customer, the Accounts or any transactions of Customer with Bank, or for any other reason, to mail, send and/or deliver any statements of Account and accompanying documentation in printed form to Customer at Customer's last known address appearing in Bank's records. For any Savings Account, monthly statements of Account and copies of checks will be provided only in the form of E-Statements.

Customer expressly agrees and acknowledges that the use of E-Statements does not relieve Customer of its obligation to carefully review and examine each E-Statement immediately upon receipt, and to promptly report to Bank any problem, irregularity or error in any statements and items, and particularly any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account, pursuant to paragraph 14 of these Rules. Customer agrees and acknowledges that Customer is under an affirmative obligation to access and review the E-Statement on the date that an E-Statement is customarily made available to Customer via Bank's online service. Customer agrees and acknowledges, as set forth in paragraph 14 of these Rules, that Customer shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against Bank for the payment of any item listed or evidenced by any E-Statement, unless Bank receives written notice from Customer of the alleged problem, irregularity or error within fourteen (14) days of the date that such E-Statement is made available to Customer.

Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to Customer via Bank's online service, unless Customer notifies Bank, in writing, of the non-availability of such E-Statement within fourteen (14) days of the date the E-Statement is customarily made available.

Except as otherwise required by law, Bank shall have no obligation whatsoever to notify Customer about the availability of any E-Statement posted by Bank hereunder. Bank may terminate the E-Statement arrangement at any time.

21. **Power-of-Attorney:** We may, at our sole discretion, accept or act upon your designation of an attorney-in-fact to operate or transact business through an Account. Any instrument or document purports to constitute a grant by you of a power-of-attorney or other authorization to any other person or entity relating to an Account, must be in the Power-of-Attorney form provided by Bank. Bank in its sole discretion may or may not honor or accept a power of attorney. We reserve the right, but are not obligated to, restrict the types or sizes of transactions that we will permit an attorney-in-fact to conduct and to require an attorney-in-fact to present the original power of attorney before conducting the transaction. If and to the extent that we determine to honor a power-of-attorney or other authorization from you, we shall be entitled to rely thereon and shall not be liable to you by acting in reliance thereon, provided that any action taken by Bank occurs before we receive and have reasonable opportunity to act upon a written: (i) revocation of the power of attorney; (ii) notice of your death; or (iii) notice that you have been declared legally incompetent.

22. **Forms & Checks:** We will arrange for the printing of all checks, deposit slips, Stop Payment requests and other forms and documents necessary for the handling and operation of an Account (“Account Form(s)”). We shall not be required to accept any document or instrument other than an Account Form with reference to any transaction pertaining to an Account, unless we, at our sole discretion, have agreed in writing with you to accept such instrument or document. You shall maintain custody and control of all checks and checkbooks received from Bank relating to an Account in a safe and sound manner, so as to avoid any possibility of theft, loss or alteration. Furthermore, you shall immediately report to Bank in writing, by facsimile or electronic mail, the theft, loss or alteration of any check or checkbook.

23. **Dormant Accounts:** If no deposits have been made or no items have been drawn on an Account for a period of one (1) year, the Account shall be classified as a “Dormant Account” and shall be subject to Dormant Account fees in addition to the applicable Account fees. Dormant Account fees will be set by Bank from time to time at its sole discretion. Bank reserves the right to withhold any payment, withdrawal or transfer from a Dormant Account until Bank, to its sole and complete satisfaction, is able to reestablish contact with you.

Under abandoned property statutes, we must turn over to the State of Florida funds in your inactive Account(s) if you have not done at least one of the following during a specified period of time:

- Deposited or withdrawn funds from the Account;
- Executed Bank’s active Account confirmation letter; or
- Written to us concerning the Account.

A Time Deposit Account that has not reached maturity is not considered inactive, but if the Account renews automatically, it can become inactive in our records starting after the maturity

date.

Once we forward the funds from an Account to the State of Florida, you can retrieve the funds by contacting the appropriate state agency at the address set forth in the notice. Once your funds are surrendered, we no longer have any liability or responsibility with respect to your funds.

24. Account Ownership and Control: The ownership of an Account (or any part thereof) may not be transferred and/or assigned without Bank's prior written consent in its discretion. In general, it is not the policy of Bank to allow transfers or assignments of Accounts. You may request a change of ownership of your Account by submitting such a request and obtaining Bank's written consent. In the event that the ownership and/or control of an Account or of any funds deposited therein becomes an issue, Bank may, at its sole discretion and without any liability to you whatsoever, place a hold on the balance of funds in such Account and prevent any payment, withdrawal or transfer from such Account until the issue has been resolved to Bank's sole and complete satisfaction. In the event that Bank allows the transfer or assignment of your Account, Bank has the right to require the closing of your Account, and then requiring the new Account owner to open a new Account with Bank under their name.

25. Closing of an Account: We reserve the right, at our sole discretion, to discontinue or limit transaction account services, to refuse further deposits or withdrawals, to decline to collect any item or to process any transaction, or to terminate an Account relationship at any time. We will provide written notice ("Notice of Closure") to you in advance if we decide to terminate your Account relationship for any reason other than abuse of the account relationship or to prevent a loss. You agree that after the expiration of ten (10) banking days from the date of the mailing of the Notice of Closure, the Account shall be considered closed. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed immediately upon account closure. We, at our sole discretion, may either mail a check or wire transfer to you the balance (if any), after any applicable service charges have been deducted, of funds in deposit in the Account, at the last address shown in our account records. Upon mailing to you a Notice of Closure, we may thereafter refuse to accept deposits to such an Account, to permit withdrawals, to collect any item deposited therefor and/or to transact any matter in relation to the Account. You agree to hold us harmless upon demand for any consequences arising from our refusing to honor any item drawn on an Account which is to be closed, if the item is presented for payment after remittance of the Notice of Closure. Upon the closing of an Account, we shall thereafter be relieved of any further legal responsibility or liability related to the Account. You shall be responsible and liable for any service charges and transactions initiated prior to an Account closing. Subject to other provisions of this Agreement, you may close any of your Accounts at any time by notifying us in writing. Without limiting in any manner the generality of the foregoing, any Account maintaining a zero balance for a period of thirty (30) days may be closed by Bank or any Account for which three or more checks have been returned for insufficient funds may be terminated without prior notification to you.

26. Fees and Charges: All Accounts are subject to those service and maintenance fees/charges adopted by Bank and now in effect, as reflected in Bank's current Market Rate Schedule, and such fees and charges are subject to change from time to time at Bank's sole discretion. You hereby acknowledge the receipt of the current Market Rate Schedule. We will mail a notice to you of new service and/or maintenance fees/charges at least thirty (30) calendar

days before such fees/charges become effective. We will also mail a notice to you at least thirty (30) calendar days before we change an existing fee/charge if such change will adversely affect you. Fees and charges may be regularly deducted from each Account and we shall not be liable for the dishonor of any item because of insufficient funds resulting from the deduction of such fees/charges.

27. **Change of Address:** Any notice of a change of address must be in writing, signed by you, and delivered to Bank at the Bank Office or via Bank's online banking system in the manner required therein. Any mailings, including Account statements, which are returned to Bank as undeliverable may result in the suspension of further mailings until a correct address is received by Bank.

28. **Correspondents and Affiliates:** You understand and acknowledge that your Account is with Banco Pichincha Miami Agency, and any right to funds you may have on deposit or otherwise in any way relating to an Account is limited to that Agency and not to any other office of Banco Pichincha, C.A. or any of its other branches, agencies, affiliates, or subsidiaries. Similarly, Bank will not be liable to you for any act, omission, misconduct or negligence of any other office branch, agency, affiliate or subsidiary of Banco Pichincha, C.A., and each such office, affiliate, branch, agency or subsidiary shall be severally liable for its own acts, omissions, misconduct and/or negligence.

29. **Information/Sharing/Release of Information:** Our Privacy Policy describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your Account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Policy. We provide a copy of our Privacy Policy with these Rules, and will provide another thereafter upon your request or as required by applicable law.

We are authorized to release any information and/or documentation relevant to you and/or any Account that is requested by a governmental authority (whether local, state or federal); or by any third party pursuant to any Process (hereafter defined). If authorized by Customer in writing, Bank shall have the right to report information about you and/or any Account to any consumer reporting agency, bank or financial institution, as well as to any person or entity to whom you give Bank as a reference. Bank is authorized to state to third parties purporting to have an item drawn on an Account whether such Account has a collected balance sufficient for payment of the item.

30. **Legal Process/Proceeding:** Should we be served or receive any process, subpoena, summons, complaint, order, injunction, execution, distraint, garnishment, levy, lien, pleading or other legal process relating to (or appearing to relate to) an Account, including, but not limited to, process served by the U.S. Secretary of Treasury or Attorney General pursuant to the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001, and/or should Bank become involved in any judicial or administrative action or proceeding (hereinafter, together with any possible appeals, collectively referred to as "Process"), Bank may follow (and may rely absolutely on) the advice of its legal counsel as to the appropriate response to such Process, and will have no responsibility or liability for following such advice, even if such advice shall turn out

to have been incorrect. Bank may also freeze any Account of yours (whether or not it is the same Account with respect to which the Process relates) pending Bank's decision on how to handle the Process, and thereafter charge to any Account of yours any expense, including attorneys' fees and expenses, incurred by Bank in responding to any Process, and you personally shall also be and remain liable for the reimbursement to Bank of such expense. Bank may also set aside from any balance in your Account all or any portion of Bank's anticipated expenses relating to the Process, place such funds in a suspense Account, and apply them from time to time to expenses as actually incurred until a reasonable period of time after Process is completed, to Bank's satisfaction. Accordingly, in the event of any such Process, Bank may, without any liability whatsoever, return checks drawn on the Account(s) or otherwise refuse to honor any withdrawal therefrom. In the event of any dispute relating to an Account of yours (whether initiated or threatened by you, by Bank or by any third party), or in the event Bank receives conflicting instructions, claims or demands relating to such Account, Bank may take any action which it or its legal counsel considers advisable, including, without limitation "blocking," "freezing," or impounding any funds in such Account, placing such funds in a suspense account, or interpleading such funds; and all resulting costs and expenses of Bank, including, without limitation, any attorneys' fees and costs incurred prior to or at trial, on appeal or without litigation, shall be reimbursed by you to Bank upon its demand (and you hereby authorize Bank to debit any or all of your Accounts for such amounts). In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the Process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your Account shall be subject to our right of setoff and security interest. You agree that we will not pay and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or response to Process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

31. **Force Majeure; Limitation of Liability:** Without limiting the generality of other provisions of the Agreement or these Rules, we shall not be liable to you for any failure, omission, delay, interruption or error in the performance of any of the terms, covenants, requirements or conditions of the Agreement, these Rules or the law, due to causes beyond our control including, without limitation, power failures, equipment malfunctions, suspensions of payment by other financial institutions, labor disputes, bank moratoriums or holidays, currency restrictions, trading suspensions, acts of God, public enemy or superior governmental authority, war, civil commotion, legal compulsion, insolvency or ordinary negligence of other financial institutions. Furthermore, we shall have no responsibility or liability for any blockage or reduction in the availability of funds in an Account due to restrictions imposed or actions taken by any governmental, supervisory or monetary authority or by any other third party.

Banco Pichincha, C.A., its offices, branches, agencies (including Bank), affiliates and subsidiaries, and their respective directors, officers, employees, attorneys and agents (each of the foregoing, including Bank, being an "Exculpated Party"), shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party) in connection with any acts, omissions or circumstances at any time or times arising out of or relating to the Agreement, these Rules or the presentation, payment or dishonor of any item drawn on any Account of yours, or the acceptance of any item for deposit in any such Account, or any Process relating to (or appearing to relate to) you or any such Account, or any other matter or transaction contemplated by the Agreement or

these Rules (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of such Exculpated Party).

32. **Pledge and Security Interest**: As security for the payment of all obligations and liabilities (whether direct or indirect, several or joint, matured or unmatured, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses or any other amounts) which are now or hereafter owing to Bank or Banco Pichincha, C.A., or any of its offices, branches, agencies, affiliates or subsidiaries by you or any of you (with or without other obligors) (all of such obligations and liabilities being the "Indebtedness"), you hereby assign, pledge, and grant to Bank for itself and as agent for others a security interest in the following (hereinafter collectively the "Property"): (a) all Accounts, deposits (whether general or special, including, without limitation, deposits owned jointly or by the entireties), interest thereon, balances and credits maintained with Bank (or its head office or any affiliate thereof) by you or any of you, and/or any property of yours of any type or kind whatsoever, now or at any times at, or in the possession or control of, Bank (including, without limitation, any assets and/or margin deposited with and/or held by Bank, its head office or any branch, agency or affiliate thereof); (b) all obligations of Bank to you, whether now existing or hereinafter arising; (c) any and all other assets (including without limitation all notes, instruments, bonds and securities) held at Bank on behalf of you or any of you; (d) all rights and general intangibles relating to any of the foregoing; and (e) all proceeds of any of the foregoing. Upon any default by you or any of you in the payment when due of any Indebtedness, Bank for itself and as agent for others (as the case shall be) is hereby authorized to set off and apply any Property constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Property and apply the proceeds thereof against such Indebtedness pursuant to Article 9 of the Uniform Commercial Code (or in any other manner authorized by law), all at such time or times, to such extent and in such order as Bank in its discretion may elect. The lien, pledge, security interest and assignment made hereunder shall be irrevocable until such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and Bank is satisfied that no further Indebtedness shall thereafter arise. You agree to execute and deliver to Bank such instruments or documents as we may require in order to perfect and maintain the aforesaid security interests.

33. **Indemnification**: In consideration for opening and maintaining your Account(s), as well as other financial accommodations and services Bank may extend to you from time to time, Banco Pichincha, C.A. and its, branches, agencies (including Bank), offices, affiliates and subsidiaries, and their respective directors, officers, employees, attorneys and agents (each of the foregoing, including Bank, being an "Indemnified Party") shall at all times be indemnified, reimbursed and held harmless by you (and, at the request of Bank, be defended by you) from and against any and all claims, demands, causes of action, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, taxes, costs and expenses (including without limitation any attorneys' fees and expenses, whether incurred at trial, on appeal or without litigation) and any other liabilities which may at any time or times be imposed upon, incurred or suffered by, or asserted against such Indemnified Party in connection with any acts, omissions or circumstances arising out of or relating to, or arising out of: (a) the Agreement, the Rules and Bank's compliance with and/or performance of its duties and obligations under both or under the law; (b) the presentation, payment or dishonor of any item drawn on an Account (including but not limited to wrongful dishonor claims made against Bank); (c) the acceptance of any item for deposit in an

Account; (d) Bank's execution of any funds transfer Payment Order (hereinafter defined) in accordance with its terms; (e) any action taken by Bank or which Bank refrains from taking with regard to any Account or Property; (f) any Process involving or affecting an Account; (g) any transaction effectuated through an Account; (h) any issue as to the ownership of, or authority on, an Account; (i) Bank's compliance with a Stop Payment request; (j) any breach of the terms and conditions of the Agreement or these Rules by you; and/or (k) any other matter or transaction contemplated by the Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party) (collectively, the "Indemnified Liabilities").

34. **Right of Set-Off:** In addition to any general banker's lien or right of setoff or similar right to which Bank may be entitled by law, we shall be authorized to, at any time and without any prior notice to you and without your consent, combine or consolidate: (i) all or any of the obligations and liabilities (whether direct or indirect, several or joint, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses or any other amounts) which are now or hereafter due and payable to Bank or any affiliate of Bank or the head office of Banco Pichincha, C.A. or any branch, office, agency, or affiliate or subsidiary thereof by you or any of you (with or without other obligors), together with (ii) all or any of the Accounts, deposits (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, balances and credits maintained with Banco Pichincha, C.A. or Bank by you or any of you (and any obligations of any other types owing by Banco Pichincha, C.A. or Bank to you or any of you), thereby setting off and applying those assets of yours described in clause (ii) above, in such order as Bank may elect, against those obligations and liabilities of yours described in clause (i) above. The rights of Bank under the foregoing provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded Bank by law or other contract. If an Account is a joint or multiple-party Account, each joint or multiple-party Account owner authorizes us to exercise our right of setoff against any and all Accounts of each Account owner.

35. **Funds Transfers:** The following rules and conditions shall, at all times, govern all funds transfer transactions effectuated by you through any of your Accounts at the Bank, but do not apply to electronic fund transfers governed by Regulation E of the Federal Reserve (see paragraph 33 below):

a. **Definitions.** Unless otherwise defined in these Rules, the terms used in this paragraph shall have the meaning set forth in Article 4A of the Uniform Commercial Code, as in effect from time to time in the State of Florida.

b. **Disclaimers.** NOTHING SET FORTH HEREIN SHALL OBLIGATE BANK TO ACCEPT AND EXECUTE A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF; AND BANK SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF, UPON ITS EXECUTION THEREOF. BANK SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN A PAYMENT ORDER, AND CUSTOMER CONFIRMS THAT THE SECURITY PROCEDURE (HEREINAFTER DESCRIBED) IS NOT DESIGNED TO DETECT ERRORS. BANK SHALL NOT BE LIABLE FOR ANY FAILURES, DELAYS, ERRORS, CLAIMS OR DAMAGES IN THE EXECUTION

OR EFFECTUATION OF ANY PAYMENT ORDER OCCASIONED BY THE FAULT OR NEGLIGENCE OF ANY OTHER BANK OR PARTY, NOR SHALL BANK BE LIABLE FOR ANY OTHER CAUSE BEYOND THE CONTROL OF BANK.

c. Payment Orders. Payment orders for funds transfer transactions (“Payment Order(s)”), and the cancellation or amendment thereof, shall be communicated to Bank in person at the Bank Office or via, E-Banking or E-mail. Payment Orders must be received at the Bank Office. Payment Orders must be received at the Bank Office on a funds transfer business day and before such cut-off time(s) as Bank designates from time to time for Payment Orders. Payment Orders not received on a funds-transfer business day or received after the designated cut-off time(s) shall not be processed by Bank until its next succeeding funds-transfer business day. We reserve the right to process Payment Orders received by Bank from its various customers in such order as is determined by Bank, at its sole discretion.

In order to control or mitigate operational, reputational, credit, legal or regulatory risks, Bank, in its sole discretion, may reject or delay the acceptance and/or execution of any Payment Order for any reason, including, without limitation, the following: (i) Bank determines the Payment Order is unclear, incomplete or otherwise unsatisfactory to Bank, at its sole discretion; (ii) the Payment Order involves unknown or unrelated parties acting as third-party beneficiaries; or (iii) Bank determines, in its sole discretion, that the acceptance and/or execution of any Payment Order may cause a risk or threat to Bank, its head office or any of its branches, agencies or affiliates; or (iv) Bank in its performance of due diligence in its sole discretion is not satisfied with any aspect of the Payment Order or the underlying transaction, including the parties involved and the nature of that transaction.

If a Payment Order does not specifically designate the Account which is to serve as the source of payment of the Payment Order, any of your Accounts at Bank shall be an authorized Account for such Payment Order, if payment of the Payment Order from that Account is not inconsistent with any restrictions imposed by you on the use of that Account.

Bank will use its best efforts to provide you with written notice of its rejection of any Payment Order on or prior to the execution date of the Payment Order, using the same means of communication used by you to transmit the Payment Order to Bank; provided, however, that Bank shall not be liable to you for interest compensation or otherwise as a result of its failure to give such notice. You agree that this procedure constitutes a commercially reasonable means of notice.

Bank may condition its acceptance and/or execution of a cancellation or amendment of the Payment Order by any one or all of the following: (a) receipt of adequate information reasonably identifying the original Payment Order, (b) an indemnity or bond holding Bank harmless from any and all liability arising from Bank’s execution of the amendment or cancellation, (c) Bank’s receipt of sufficient notice to provide it with a reasonable opportunity to act, and (d) compliance with the Security Procedure (hereafter described).

d. Security Procedure and Verification. All Payment Orders issued by you to Bank on an Account shall be subject to verification by Bank prior to execution, in accordance with the Security Procedure designated by you in the **Bank’s electronic banking online portal, the terms**

of which are incorporated herein by reference (the “Security Procedure”). You hereby confirm that the Security Procedure is COMMERCIALY REASONABLE in light of your circumstances and requirements, and the type and frequency of funds-transfer transactions contemplated by you through the Accounts. You further confirm that the Security Procedure was mutually agreed upon between you and Bank after consideration of several commercially reasonable security procedures offered by Bank. You acknowledge as valid the executed “Changes to the Designation of Security Procedure” form electronically signed by you and/or any other Authorized Person (hereinafter defined) in the Bank’s electronic banking online portal.

The Security Procedure is strictly confidential and should not be disclosed by you or any Authorized Person (hereinafter defined) to anyone else. You covenant to establish and maintain adequate procedures to safeguard the Security Procedure. You further covenant that, should you or an Authorized Person have reason to believe that the Security Procedure has become known to any unauthorized person, you shall immediately notify Bank in writing of such disclosure via facsimile to (305) 372-9049 or by e-mail to the following address customer.service@pichinchamiami.com.

Upon verification of a Payment Order pursuant to the Security Procedure, Bank is authorized and directed to execute, pay, and/or act upon such Payment Order pursuant to its terms, without need of any further inquiry of you, and to debit the Account from which the funds-transfer is to be effectuated. If a Payment Order is duly verified pursuant to the Security Procedure, except as otherwise provided by applicable law, such a Payment Order will be deemed effective as your Payment Order and you shall be obligated to pay Bank the amount of the Payment Order as provided therein, whether or not such Payment Order was in fact authorized by you or any of its Authorized Persons (hereinafter defined).

Notwithstanding any provisions herein to the contrary, Bank may refrain from executing a Payment Order if Bank believes that it may not have been authorized by you or that there may be a security breach with respect to any Account(s) affected thereby. Should Bank detect an irregularity or some other sort of error on one or more occasions, it will not be construed as obligating Bank to detect errors in any future payment order.

e. Authorized Persons. Any person having authorized signature on the Account from which the funds transfer is to be effectuated shall be an Authorized Person on such Account for a Payment Order. You may add additional users in the e-banking platform (also known as “sub-users”) for purposes of submitting and/or releasing instructions. The Main User can control the scope of the activities of the sub-user and may place limits on the amount of any transaction. Bank is hereby authorized to deliver Security Procedure materials to any Authorized Person. You shall be responsible for keeping your list of Authorized Persons and other instructions current. Any changes thereto, and any other instructions provided to Bank, may be made by you only by giving Bank ten (10) days prior written notice thereof. You agree and acknowledge that you are responsible for, and we will have no liability to you, for any unauthorized payments, transfers or other transaction performed on any account linked to this service that are made by an additional user or sub-user and that occur before you have notified us of possible unauthorized use and we have had a reasonable opportunity to act on that notice.

f. Beneficiary and Intermediary. You shall be solely responsible for correctly identifying the beneficiary's account and beneficiary's bank in each Payment Order. Bank will not be liable for losses or delays resulting from your failure to identify properly the beneficiary or the bank where the beneficiary maintains an account. Furthermore, Bank may, at its discretion, require you to select and identify in a Payment Order the intermediary bank(s) to be used in the funds-transfer.

Bank shall rely exclusively upon the identifying number contained in a Payment Order for the intermediary or beneficiary's bank, as well as for the beneficiary's account. Bank shall have no duty to detect any inconsistency between the name and any such number contained in a Payment Order. In the event of an inconsistency in a Payment Order between the name and identifying number of any intermediary or beneficiary's bank or beneficiary's account, you shall be solely and fully liable to Bank upon demand for any loss, damage, liability, expense and cost, including reasonable attorneys' fees, incurred by Bank as a result of such misdescription or inconsistency.

g. Funds Transfer System. Bank shall be authorized to use any funds-transfer system that Bank, in its sole discretion, deems appropriate. You acknowledge that each funds-transfer system is governed by its own operating rules and regulations and you agree that each Payment Order shall be subject to the rules and regulations of the funds-transfer system through which it is transmitted, including all interbank compensation rules governing the settlement of claims for compensation or adjustments of errors between member banks. To the fullest extent permitted by law, (i) any such funds transfer or communication system, intermediary, agent or sub-agent shall be deemed to be your agent and Bank shall not be under any liability for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and (ii) Bank shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Payment Order in connection with such transaction or for any suspension of any means of transmission or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by you .

h. Rejections/Delays. Bank, in its sole discretion, may reject or delay any funds transfer transactions occurring through your Account(s), including, without limitation, any Payment Order(s) or any other incoming funds transfer that come into your Account through a third-party intermediary or through a funds transfer system or other communication system in which the Bank participates (such as Fedwire). Bank shall not be obligated to accept, and shall not be liable for failing to accept or rejecting, any Payment Order or any other funds transfer occurring through your Account. Bank shall not be liable for any failures, delays, errors, claims or damages in the execution or effectuation of any transfer occasioned by the fault or negligence of any other bank or party, nor shall Bank be liable for any other cause beyond the control of Bank. Bank shall not be liable for any consequential, special indirect, punitive or exemplary damages or losses that you may incur or suffer by reason of Bank's action or inaction concerning a funds transfer. You acknowledge that Bank is subject to various laws and governmental regulations and you agree that Bank shall be excused from any performance hereunder that would conflict or be inconsistent with such laws or regulations.

i. Restrictions. You confirm that you have not communicated to Bank any restrictions and/or limitations whatsoever relevant to Payment Orders, other than those specifically noted in each Payment Order. Notwithstanding the foregoing, no such restrictions and/or

limitations shall be binding upon Bank unless Bank has previously agreed to them in writing.

j. Overdraft. You agree that each Payment Order shall not exceed the balance of readily available funds in the Account from which the funds-transfer is to be effectuated, and that Bank shall have no duty to execute any Payment Order if it exceeds the balance of readily available funds in such Account. If Bank, at its sole discretion, agrees to execute a Payment Order, thereby creating an overdraft in an Account, you agree to promptly pay Bank any overdraft balance resulting in such Account (“Overdraft Charge”), and any interest accruing on such overdraft at such rate as we deem appropriate, at our sole discretion (but not to exceed the highest interest rate allowed by applicable law), and any overdraft fee as we may then be charging. You agree that Bank may set-off the amount of any such overdrafts, Overdraft Charge, overdraft fee and interest against any of your Accounts at Bank. Each owner of an Account is jointly and severally liable for paying any overdrafts, Overdraft Charge and interest caused by any Authorized Person or other owner of the Account, whether or not the owner participated in the Payment Order.

k. Limitation of Liability. To the maximum extent permitted by applicable law, Bank shall not be liable to you for any special, indirect, consequential, punitive or exemplary damages or losses resulting from Bank’s delayed, negligent or improper execution of a Payment Order or for its failure to execute a Payment Order, and you shall be limited exclusively to your expenses directly related to the transaction, incidental expenses and interest losses.

Customer acknowledges that Bank is subject to various laws and governmental regulations and agrees that Bank shall be excused from any performance hereunder that would conflict or be inconsistent with such laws or regulations.

l. Foreign Currency. Should Bank receive a Payment Order from you requiring Bank to effectuate a payment in a currency other than U.S. Dollars, Bank shall proceed to debit your Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at Bank’s prevailing rate of exchange prior to the execution or payment of the Payment Order. You further agree that the execution of a Payment Order which requires payment in a currency other than U.S. Dollars may be reasonably delayed by Bank, as appropriate, in order to permit Bank to complete the conversion of currency.

m. Indemnification. Except as may be limited by applicable law, you agree to indemnify and hold Bank and its officers, directors, employees and representatives harmless upon demand from and against each and all of the following (the “Liabilities”): (a) any costs and expenses incurred by Bank in its execution of a Payment Order or in its performance of the terms and conditions of the Agreement or these Rules; (b) all liability to third parties arising out of, or in connection with, the terms and conditions of the Agreement or these Rules and/or Bank’s execution of any Payment Order; (c) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of Bank’s execution of any Payment Order or otherwise performing any duties or obligations arising under the terms and conditions of the Agreement or these Rules; and (d) any damages, losses, costs and expenses (including attorneys’ fees and expenses) suffered or incurred by Bank as a result of any of the foregoing or because of any breach of the terms and conditions by you. Bank is hereby authorized to set-off the amount of any of the Liabilities against any of your Accounts, and each of you shall be jointly and severally liable for

paying such set-off, whether or not you participated in the Payment Order or benefited from its proceeds.

n. Advices/Statements: Notification of Error/Discrepancy: Bank shall provide you with a statement of Account, which statement will provide you with sufficient information to identify the Payment Order. You agree to examine each advice and/or statement promptly upon receipt and to notify Bank immediately via verified written communication of any error or discrepancy in any such records. Bank shall not be liable to you for interest compensation or otherwise unless you notify Bank of an error or discrepancy within twenty (20) days from the date of your receipt of the advice and/or statement identifying the Payment Order. Furthermore, you shall be precluded from asserting any claim against Bank with respect to the Payment Order (or from otherwise objecting to any debit therefor to your Account) unless Bank has received verified written notification from you of any error or discrepancy with regard to a Payment Order within one (1) year from the date of your earliest receipt of notification of the Payment Order. You shall not be relieved of these obligations and time limitations by reason of the fact that the advice and/or statement has been placed on "Hold Mail," you being under an affirmative duty to retrieve such statements and/or advices at the Bank Office on the date that the statements and/or advices are customarily sent or made available, and to review them within the period specified above.

o. Records: The Bank's records relating to Payment Orders or to any funds transfer transaction occurring through your Accounts, kept by Bank in the regular course of its business, and shall be presumed to adequately reflect the correct terms and conditions of any Payment Order received by Bank from you.

p. Fees: You agree that Bank shall charge, and you shall pay to Bank promptly, such fees as Bank may charge from time to time for the funds-transfer services. Such fees shall be posted in Bank's Market Rate Schedules, and may be changed from time to time at Bank's sole discretion. We will notify you of new or changes in fees when required by law. Unless otherwise agreed in writing, Bank is authorized to collect such fees by making appropriate charges to the Account.

q. Notice/Funds Transfers: All notices directed to Bank relating to funds transfers shall be sent to the Bank Office to the Attn: Operations Manager. All notices directed to you shall be directed to your last known address as reflected in Bank's records.

r. Duty to Cooperate: Upon request, you will provide Bank with any transaction information necessary for Bank to handle inquiries and tracing, including, but not limited to, dollar amounts, account(s) affected, dates, and beneficiaries. Further, you shall execute any documents and perform any acts reasonably requested by Bank in order to assist in recovering funds from or in any other transaction with any third party or third parties.

36. **Providing Account Information to Third Parties.** The Right to Financial Privacy Act of 1978 (the "Financial Privacy Act") gives you certain rights regarding release of your financial records to the Federal Government. Except for requests exempted from the Financial Privacy Act, you have the right to receive notice from the government agency requesting information on your financial records and to challenge the request. We will disclose information to third parties about

your Account and/or transfers that you make when: (i) it is necessary for completing the transfer(s); (ii) in order to verify the existence and condition of your Account, for a third party such as a credit bureau or merchant; (iii) if you give us written permission; and/or (iv) in order to comply with a government agency or court order, upon presentation of the required documentation from the government agency or court.

37. **Electronic Funds Transfers:** Fund transfers to or from your account will be governed by the rules of any funds transfer system through which the transfers are made or routed, as amended from time to time, including, without limitation, the National Automated Clearing House Association (“NACHA”) and any regional association (each, an “ACH”) and Clearing House Interbank Payments System (“CHIPS”), the Federal Reserve Payment System and/or the Society for Worldwide Interbank Financial Telecommunications (“SWIFT”). Regulation E, which implements the Electronic Fund Transfers Act, is a regulation issued by the Board of Governors of the Federal Reserve System, which governs electronic fund transfers (“EFT”) affecting consumer accounts. The information included in this Section 32 applies only to EFT’s to or from Accounts established primarily for personal, family or household purposes. Regulation E requires that any financial institution providing EFT services disclose to its customers not only the different kinds of services that may be obtained, but also their rights and liabilities as well as the rights and liabilities of the financial institution.

Bank provides the following EFT services:

- The ACH (Automatic Clearing House) service may be used to authorize third-party debits/credits to your Account to make payments (including a transaction you may initiate by check but which a merchant or other payee converts to an electronic transfer, whether the check is presented at the point of sale or is mailed to a merchant or other payee);
- Pre-authorized deductions from your designated Account(s) for: (i) automatic payments of obligations contracted with Bank, and (ii) bill payments to third parties; and
- Transfer funds between your Account and third-party accounts whenever you request.

a. **ACH Origination Services:** Through Bank’s ACH origination services, you may be permitted to electronically use funds on deposit in your Account(s) for credit or debit to other accounts of yours or the accounts of any third-party, whether at Bank or another financial institution. These ACH transactions may include transactions that you may initiate by check but which a merchant or other payee converts to an electronic debit whether the check is presented at the point of sale or mailed to a merchant or other payee. For each ACH transaction, you agree that the transaction is subject to the Operating Rules of NACHA and any local ACH operating rules then in effect (collectively, “ACH Rules”). You agree that we may rely on the covenants, representations and warranties contained in those operating rules, and either credit or debit your Account as instructed by the originator of the ACH transaction. Under the ACH Rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. You acknowledge that you have received notice of this requirement and of the fact that if we do not receive final settlement for a funds transfer for any reason, we may charge any of your Accounts for the amount credited or claim a refund from you. In such case, the payment shall not be deemed to have occurred and we will let you know of such revocation in your monthly statement.

You should be careful about sharing or disclosing your Customer Account number to third parties to help prevent unauthorized transactions on your Accounts. You must also notify us immediately of unauthorized activity. To the extent that you claim that an ACH debit was unauthorized, we may require you to sign a written statement under penalty of perjury.

b. Customer's Liability. You agree that you are authorized to initiate every incoming and outgoing payment/transfer that you request in the amount requested. You also agree that your authority is operative at all relevant times including without limitation at the time you set up the transfer and at the time that we initiate the debit or credit to your account. It is imperative that you tell us AT ONCE if you believe your Online Access ID, Personal Identification Number (PIN), device or similar access code has been lost or stolen, or if you believe that an EFT has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your Account (plus your maximum overdraft line of credit if applicable). If you tell us within two (2) banking days after you learn of the loss or theft of your Online Access ID, PIN, device or similar access code, you can lose no more than \$50. If you DO NOT tell us within two (2) banking days after you learn of the loss or theft of your Online Access ID, PIN, device or similar access code, and we can prove we could have stopped someone from using your Online Access ID, PIN, device or other access code without your permission if you had told us, you could lose as much as \$500. Also, if your statement shows that there has been an error in an electronic transaction, including an automatic deposit or transfer that has not been credited properly, tell us immediately. Also, if your statement indicates transfers that you did not make, tell us immediately. If you do not tell us within sixty (60) days after the statement was mailed or otherwise made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable time. If you believe that someone has transferred or may transfer money from your Account without your permission, contact us immediately at (305) 372-3601.

c. Banking Days. For purposes of these Rules, our banking days are any day other than Saturday, Sunday and U.S. federal legal holidays.

d. Fees/Charges. For charges applicable to EFT services, please refer to the Market Rate Schedule.

e. Periodic Statements. You will receive a monthly statement detailing all activity that has affected your Account, including any electronic transmissions duly identified for your review.

f. Stop Payments on Preauthorized Payments. If you have told us in advance to make regular ACH payments out of your Account or you have authorized someone to debit your Account through the ACH system, you can stop any of these payments (an "ACH Stop Payment Order"). Here's how: call us at (305) 372-3601, or write us at the Bank Office, Attention: Operations Department, or communicate with us via the Bank's electronic banking online portal, in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing (via mail

or via the Bank's electronic banking online portal) and get it to us within fourteen (14) calendar days after you call. If we require written or electronic confirmation and do not receive it, we may remove the ACH Stop Payment order after fourteen (14) calendar days. You must provide us with the name of the payee, exact amount of the payment, scheduled debit date and any other information that we may request. Failure to provide correct and complete information may make it impossible for the Bank to stop payment of the preauthorized ACH debit. We will charge you for each ACH Stop Payment Order you give according to our Market Rate Schedule, as amended from time to time. Payment cannot be stopped on an ACH transaction that has already been paid or that is in the process of being paid. An ACH Stop Payment Order on an ACH transaction is permanent. For recurring transactions, this means that your Stop Payment Order will stop all subsequent withdrawals/payments initiated by that originator (payee) unless you contact Bank and cancel the ACH Stop Payment Order. Your request to cancel the ACH Stop Payment Order is not effective until Bank has had a reasonable opportunity to act on it. A request for ACH Stop Payment will be effective for a maximum period of six (6) months, but a renewal may be requested in writing prior to the expiration of the six (6) month period. Renewals may be granted in Bank's sole discretion. Each renewal is treated as a new ACH Stop Payment order. If you want the ACH Stop Payment Order to expire in less than six months, you must cancel the ACH Stop Payment Order on or before the date you want it to expire.

If these regular preauthorized payments may vary in amount, the payee is required to tell you, at least ten (10) calendar days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set).

If you make an ACH Stop Payment Order three (3) banking days or more before the transfer is scheduled, and you have given us all of the information that we have requested, and we do not do so, we will be liable for your losses or damages directly caused by our failure to stop the payment. If you believe that we have debited a transaction from your Account over a valid ACH Stop Payment Order, we may require you to provide us with evidence of our acceptance of a valid Stop Payment Order and an affidavit describing in detail your loss resulting from the payment of the transaction and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the transaction or less, you agree that we will have the right to debit your Account(s) for the amount of the indebtedness. We may also exercise our right to setoff.

g. Stop Payments on EFT's. except for preauthorized transfers, and unless otherwise provided in a separate electronic banking agreement, you may not stop payment of electronic fund transfers originated using your Online Access ID, Personal Identification Number (PIN), device or similar access code.

h. Our Liability. If we do not complete a transfer to or from your Account on time or in the correct amount according to your agreement with us, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (i) if, through no fault of ours, you do not have enough money in your Account to make the transfer; (ii) if the transfer would go over the credit limit on your overdraft line; (iii) the system is not working and you are notified ahead of time; (iv) if circumstances beyond our control (such as fire, flood or Acts

of God) prevent the transfer, despite reasonable precautions that we have taken; (v) funds are subject to legal process or other encumbrance restricting the transfers; or (vi) if you gave improper instructions. There may be other exceptions stated in an agreement with you. Excessive denials due to insufficient funds in your Account could cause us to cancel your arrangement with us for funds transfers.

Notwithstanding any of the foregoing, Bank has no obligation to detect errors in transfer orders. In no event shall Bank's maximum liability exceed the amount of the transfer error. Further, Bank shall not be liable to you for any special, indirect, consequential, punitive or exemplary damages or losses resulting from an EFT.

i. Error Resolution Procedures. In case of errors or questions about your electronic transfers, telephone us at (305) 372-3601, or at our e-mail address customer.service@pichinchamiami.com, or write us at the Bank Office, Attention: Operations Department, or communicate with us via Bank's electronic banking online portal as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared. If you do not tell us within sixty (60) calendar days after the FIRST statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days if we can prove that we could have stopped someone from taking the money if you had told us during the sixty (60) calendar day period.

Your written notification must:

- (1) Tell us your name and Account number.
- (2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- (3) Tell us the dollar amount of the suspected error.

If you notify us orally, we may require that you send us your complaint or question in writing within ten (10) banking days. We will determine whether an error occurred within ten (10) banking days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) calendar days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) banking days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) banking days, the Bank will not be obligated to and may not credit your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) calendar days to investigate your complaint or question. For other Accounts we may take up to twenty (20) banking days to credit your Account for the amount you think is in error. We will tell you the results within three (3) banking days after completing our investigation.

If we decide that there was no error, we will send you a written explanation, and debit the

Account for any amount that was previously credited when it was thought that there may be an error. You may ask for copies of the documents that we used in our investigation.

j. Foreign Remittance Transfers. For purposes of this Agreement, a “Foreign Remittance Transfer” is an EFT initiated from a consumer account located in the U.S. primarily for personal, family or household purposes to a designated recipient in a foreign country. To the extent that the provisions of this paragraph 35(aa) are different from any of the other provisions in these Rules or any other disclosures made available by Bank to Customer, the terms of this paragraph will govern for any Foreign Remittance Transfers.

For each Foreign Remittance Transfer that you initiate, Bank must provide you with certain disclosures required by law at the time you initiate the transfer. The method Bank may use to provide such disclosures will depend on the manner in which you elect to deliver your Foreign Remittance Transfer request to Bank. If Bank is unable to provide mandatory disclosures in a way that meets its regulatory obligations to provide such mandatory disclosures, Bank will be unable to fulfill your instruction.

Bank will rely on the information you provide in making a Foreign Remittance Transfer on your behalf. You understand that it is your responsibility to provide Bank with accurate information regarding the funds transfer, including the account number of the beneficiary of the funds transfer and where applicable, the number identifying the beneficiary institution, because payment will be processed based on the information provided by you. To the extent that you provide an inaccurate account number and/or inaccurate beneficiary institution identifier, you understand and acknowledge that that any losses resulting from the funds being credited to the wrong account will be your responsibility.

For certain Foreign Remittance Transfers, you may be required at the time you initiate the request to provide Bank with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that Bank will rely on your statement as to the currency of the beneficiary account in executing your instructions in accordance with the applicable provisions set forth in these Rules. Furthermore, Bank will not be responsible for any error in the information Bank may provide you concerning the applicable exchange rates and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Bank sends your Foreign Remittance Transfer request.

If your Foreign Remittance Transfer request is received by Bank on a non-banking day or after 3:00 pm on a banking day, it will not be processed until the next banking day.

You will be provided with more detailed information regarding fees applicable to your Foreign Remittance Transfers at the time of your transfer request.

You have the right to cancel or amend a Foreign Remittance Transfer provided that you cancel or amend your transfer within 30 minutes of your authorizing payment for the Foreign Remittance Transfer. If you request a cancellation or amendment after this time, the provisions set forth in these Rules applicable to all other EFT requests will apply.

If you believe there has been an error or you need more information about your Foreign

Remittance Transfer, you agree that you must contact Bank within 180 calendar days of the date indicated by Bank that the funds would be made available to the beneficiary of the transfer. At that time, Bank may ask you to provide certain information, including the following: (i) your name, address and account number; (ii) the name of the person receiving the funds, and if known, his or her telephone number or address, (iii) the dollar amount of the transfer; (iv) the reference code for the transfer; and (v) a description of the error or why you need additional information. Bank will determine whether an error has occurred within 90 calendar days after you contacted us. If Bank determines that an error has occurred, Bank will promptly correct that error in accordance with the error resolution remedies and procedures under the Electronic Funds Transfer Act and Regulation E or in accordance with the laws of the State of Florida.

Miami, June 1st, 2017