

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. In addition to this Agreement and the Rules, other applications, agreements, rules and policies of the Bank (the “Other Agreements”) will govern your activities at the Bank, depending on what those activities may be. For example, if you wish to engage in internet or mobile banking, specific agreements will govern different aspects of such banking.

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, 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 Other Agreements 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 and such Other Agreements 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, the Rules and any Other Agreements carefully before using an Account, and feel free to ask us any questions you may have. As used below, the term “Agreement” refers to this Agreement, the Rules and such Other Agreements together, except where context otherwise requires.

2. **Notices:** All notices and other communications or writings sought to 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 *any* such 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 costs (including the fees and expenses of legal counsel), damages, losses and other charges which may be imposed against us by reason of your failure to comply with the Bank Secrecy Act or any other applicable law.

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 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 AT ANY TIME. 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 or otherwise authorized to give instructions regarding an Account in so doing 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 by Bank, all 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 in which you may participate to yourself and any co-owners with you of the Account. Service of process in any proceeding may be made, in addition to any other manner allowed by law or specified by this Agreement, by courier or by mailing the process by any form of registered or certified mail (air mail if international) to you at the address we then have on our books for you, with a courtesy copy to you by electronic mail to any email address for you then on our books, concurrently with the mailing of such process. Such service shall be effective upon delivery to your address, if delivered by courier; or 10 days after mailing, if sent by mail.

f. With respect to any such action, suit or proceeding, to the fullest extent permitted by law you hereby also expressly and irrevocably: (1) submit to the non-exclusive jurisdiction of the aforementioned courts; (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, also hereby irrevocably appoints and constitutes 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 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 courier registered or certified mail at the address we then have for you on our books, concurrently with sending you a copy by electronic mail to any email address we may then have on our books for you, 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 this Agreement and any Other 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 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 Other Agreements (including the BPMA Internet Banking Services Agreement and Disclosure Statement), and any other documents executed by you at the time you open an Account, as well as any other disclosure statements we may provide to you from time to time, 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 and all other documents referred to in this paragraph are cumulative with those arising by operation of law. To the extent they are mentioned in any provision of this Agreement, the Rules or Other Agreements, Banco Pichincha, C.A. and its offices, agencies, branches, subsidiaries, affiliates, officers, directors, agents, attorneys and shareholders are third-party beneficiaries, 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 THE 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, July 2020