INTRODUCTION. Welcome to ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A. (the "Branch"), and thank you for opening and maintaining an account with us. This Universal Account Agreement (together with your Account Opening Application, "this Agreement") sets forth the terms and conditions relating to the deposit account products and services the Branch provides, including any and all accounts you establish with the Branch and any and all replacement accounts (any and each such account being referred to herein as, an or your "Account").

In addition, you have signed an Account Opening Application by which you agree to be bound by the terms hereof. Periodically, you may receive disclosure statements applicable to your Account (the "Disclosure Statements"). Any such Account Opening Application, Signature Card, Disclosure Statements and other Account-related agreements will also form a part of this Agreement. There may be other agreements that govern your Account as well, including, but not limited to, an Online Banking Agreement or an Online and Mobile Banking Agreement, as applicable.

Notwithstanding the foregoing, by using any of your Accounts maintained at the Branch you agree to be bound by the terms and conditions of this Agreement, as may be amended from time to time as set forth herein.

This Agreement and the deposit relationship do not create a fiduciary, quasi-fiduciary or special relationship between us. We owe you only a duty of ordinary care. 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 by law without such policies or procedures.

Please read this entire Agreement carefully so you understand your rights and obligations with respect to each Account you have with the Branch. Please retain this Agreement (and all changes to this Agreement) for future reference. Please note that other agreements may also apply to services you obtain from us.

Please note that we are a branch 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 a branch of an international banking corporation including ours are not insured by the Federal Deposit Insurance Corporation.

The terms "Depositor", "Account Holder", "Named Account Holder", "you", "any of you", "your" and "yours", when used in this Agreement, shall mean the owner or joint owners of any of the Account(s) described herein. For the avoidance of doubt, this Agreement shall apply to all types of Account holders, including, but not limited to, individuals, sole proprietors, corporations, limited liability companies, partnerships, joint ventures, governmental units or agencies, municipalities, trusts, or estates, acting either in an individual or representative capacity, or other similar entities or organizations, and their successors and assigns.

The terms "we", "us", "our", "ours" and the "Branch", when used in this Agreement, shall mean ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A.

The term "Account" when used throughout this Agreement shall mean any and all account(s) or deposit(s) held by the Depositor with the Branch.

The term "Authorized Person", when used in this Agreement, shall mean each individual who is an authorized signatory with the same rights of withdrawal and deposit as the primary Account Holder on the account. When opening an account with the Branch, each Depositor must sign a Signature Card (a "Signature Card"), which provides that:

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A. The Depositor agrees to be bound (and any and all successors, heirs, executors and other legal representatives of the Depositor shall at all times be bound) by all of the terms and conditions in the Agreement, any amendments thereto, any additional agreements executed by the Depositor and the Branch, and all rules and regulations of the Branch. If permitted by applicable laws, the Agreement and such rules and regulations may be changed from time to time by the Branch without previous notification to the Depositor. If you maintain your Account with us after the effective date of such change you will be deemed to have consented to said change. However, you will be informed of the changes that affect your rights and obligations by mail, electronic notification, by a posting at the Branch, and/or by a published statement in a newspaper of major circulation in Miami, Florida.

B. You, the Depositor, represent and warrant to the Branch that all funds deposited by you hereunder shall comply in all respects with the Federal Reserve Act and applicable provisions of Regulation K adopted thereunder. You understand that your Account is with the Branch and any rights to funds you may have is limited to the Branch and not to any other office of ABANCA Corporación Bancaria, S.A.

C. Each individual signing a Signature Card authorizes the Branch to furnish and/or obtain credit information regarding his or her personal Account 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 the Branch.

D. It is understood that before the Branch can make available to the Depositor any of the services hereby described and/or extend credit, the Branch must first receive all pertinent documentation from the Depositor and accept his, her or its Account Opening Application.

1. GOVERNING LAW; JURISDICTION; DISCLOSURES.

In addition to this Agreement, your Account is governed by the laws of the State in which the Branch is located, the State of Florida; applicable federal laws; the rules and regulations of the Board of Governors of the Federal Reserve System; the applicable rules and regulations of any other federal or state regulatory agencies, including the State of Florida Department of Financial Services; local clearinghouse rules; and general commercial banking practices in the areas served by the Branch, and any other federal, state and local laws that apply to the Account, whether they exist already or are enacted in the future. In the absence of a specific law, rule or regulation governing any issue with respect to your Account, the issue will be governed by the Branch's usual banking practices and/or policies.

You agree that all legal proceedings relating to the Account(s) shall be brought before the state or federal courts of the State of Florida, sitting in Miami-Dade County, Florida, which you agree shall have exclusive jurisdiction over this Agreement and any other agreements you have with the Branch or any dispute arising hereunder or thereunder, and you hereby irrevocably submit to the jurisdiction of any such court with respect to all such proceedings and disputes. In any such proceeding, service of any legal process may be made upon you by mailing such process to (or delivering such process at) such address as you may have designated to the Branch in writing or such other address as may appear in the Branch’s records as your last known address. Alternatively, in any such proceeding in any such court, service of any legal process may be made upon you by mailing or delivery of such process to you in care of such agent which you may have appointed and the Branch has approved as your agent for these purposes. Nothing herein shall limit the right of the Branch to effect service of process upon you in any other manner permitted by law. Furthermore, you
hereby irrevocably waive, to the fullest extent permitted by law, any claim that you may have that any such proceeding in any such court has been brought in an inconvenient forum. You also hereby irrevocably agree that a final judgment in connection with any such proceeding in any such court shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any other manner. However, nothing herein shall preclude or in any way limit the right of the Branch to sue you or take any action against you in any tribunal, wherever located, having jurisdiction over you or over any of your assets.

The Branch shall be at liberty, notwithstanding any direction from the Depositor, to make disclosures to any of the Branch's affiliates concerning the Depositor and his or her affairs or any entity represented by the Depositor and its affairs, except as may otherwise be restricted by applicable law. We may report information about your account to credit bureaus. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. You and each other individual signing a Signature Card in relation to an Account authorizes us to furnish and/or obtain credit information regarding your personal account and/or any entities that you represent, to and from other banking institutions and recognized credit bureaus and commercial establishments, as requested or deemed appropriate, without liability to us. We may make such disclosures of information relating to your Account and transactions therein as may be necessary or appropriate under applicable laws and regulations or in connection with our normal credit check and verification procedures at the time your Account is opened. Additionally, and in order to meet the needs of commerce and to ensure accurate credit information, we may answer requests of financial institutions, credit bureaus, and commercial establishments for credit or balance information or account existence. In addition, the Branch may disclose information to any third party concerning the Depositor and his or her affairs or any entity represented by the Depositor and its affairs if, in the opinion of the Branch or its legal counsel (which shall be conclusive), disclosure is required, including, but not limited to, disclosure as required by the International Money Laundering Abatement and Anti-Terrorist Financing Act of 2001.

2. OUR RIGHT TO MODIFY THIS AGREEMENT. We may modify the terms and conditions of this Agreement at any time. We will provide notice of amendments to you by mail or electronic notification, and all amendments shall take effect one (1) month after the date on which such notice is mailed or sent by electronic notification, or on any later date specified in the notice. If you maintain an Account with us after the effective date of any changes to this Agreement, you will be deemed to have accepted and consented to such changes. We may waive any term or condition in this Agreement, but a waiver must be in writing signed by one of our authorized officers and shall apply only to the specific instance for which it is made.

3. CLIENT INSTRUCTIONS. The Branch may require that any inquiry pertaining to your Account be sent in writing via facsimile, regular mail or courier service to your account representative at the Branch's current address. The Branch shall only accept telephone, telegraphic, electronic or facsimile instructions relating to your account, and particularly to any payment, withdrawal or transfer of funds, subject to the provisions of Section 18 hereof relating to funds transfers, pursuant to which you are selecting a security procedure which you and the Branch have agreed is commercially reasonable. All instructions received shall be subject to verification for compliance with the terms of Section 18 hereof. The Branch may also require you to always include your account number in all correspondence.

4. INFORMATION ABOUT ACCOUNT HOLDERS.

A. Our Privacy Policy. Our privacy policy is described in the Privacy Policy also provided to you. We provide you with a copy of our Privacy Policy upon establishing your Account and will provide updates periodically. Our Privacy Policy describes our general policy on handling customer information and contains some examples of when we disclose information. Please contact us should you want a copy of our current Privacy Policy.

B. 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.

C. Recording and Monitoring Telephone Calls. YOU HEREBY CONSENT, ON A CONTINUING BASIS, TO THE TAPING OR OTHER MECHANICAL RECORDING OR MONITORING BY OR ON BEHALF OF US (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 SUBPARAGRAPH THAT SUCH COMMUNICATIONS SHALL OR MAY BE RECORDED AT ANY TIME.

5. 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, 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 GOVERNMENT ISSUED IDENTIFICATION DOCUMENTS.

6. CHANGE OF ADDRESS. The Branch may require that notice of a change of address must be in writing by the Depositor to the Branch. Any mailings, including account statements, returned to the Branch because the Depositor failed to notify the Branch of any permanent change of address will result in the suspension of further mailings until a correct address is received by the Branch.

7. FEES, CHARGES AND PENALTIES. The Account is subject to the Branch's published Schedule of Fees (the "Schedule of Fees"), including, but not limited to, charges for checks returned for insufficient or uncollected funds, overdrafts, investigation charges resulting from the Depositor's requests or legal process, reference signature/verification letters, notarized letters, monthly service or maintenance charges, including, without limitation, Dormant Account charges, Inactive Account charges, Hold Mail fees, stop payment orders issued by the Depositor, returned mailings and Account termination. Notwithstanding the Branch's right to make changes to charges without prior notice, the Depositor will be notified thirty (30) days in advance of any changes to the Schedule of Fees by mail, electronic notification, by a posting in the Branch and/or by a notice in a newspaper of major circulation in Miami, Florida. If you have questions concerning any particular fee imposed by the Branch, please contact your account representative at the Branch in writing within sixty (60) days from the date the fee was debited to your account.

8. OUR RIGHTS.

A. Legal Costs and Fees. The Depositor agrees to pay on demand all losses, costs and expenses (including without limitation the fees and expenses of counsel, whether incurred at trial, on appeal or without litigation), if any, incurred by the Branch in connection with or relating to this Agreement and any document delivered hereunder, including, but not limited to, losses, costs and expenses sustained as a result of (i) a default by the Depositor in the performance of his or her obligations or (ii) any claim by a
third party, whether legally enforceable or not, to or against any Account of the Depositor with the Branch.

B. Setoff Rights. In addition to any general banker's lien or right of setoff or similar right to which the Branch may be entitled by law, the Branch may, at any time and without prior notice to you (such notice being hereby expressly waived by you), 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 the Branch or any affiliate of Branch or the head office of the Branch 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 entities), interest thereon, balances and credits maintained with the Branch by you or any of you (and any obligations of any other types owing by the Branch to you or any of you), thereby setting off and applying those assets of yours described in clause (ii) above, in such order as the Branch may elect, against those obligations and liabilities of yours described in clause (i) above. The rights of the Branch under the foregoing provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded the Branch by law or other contract.

C. Lien and Pledge. In consideration of any extensions(s) of credit or other financial accommodations(s) now or hereafter given or continued by the Branch to you or any of you, and 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 the Branch or any affiliate of the Branch or the head office of the Branch by you or any of you (with or without other obligors) (all of such obligations and liabilities being the "Indebtedness"), you hereby assign transfer and pledge to the Branch all of the following, whether now or hereafter existing (the "Collateral"); (i) the Accounts, deposits (whether general or special, including, without limitation, deposits owned jointly or by the entities), interest thereon, balances and credits maintained with the Branch (or its head office or any affiliate thereof) by you or any of you, (ii) any and all other assets (including without limitation all notes, instruments, bonds and securities) held at the Branch (or its head office or any affiliate thereof) on behalf of you or any of you, and (iii) any and all proceeds of any Collateral. Upon any default by you or any of you in the payment when due of any Indebtedness, the Branch or its head office or any affiliate (as the case shall be) is hereby authorized to set off and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness pursuant to any applicable codification of 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 the Branch may in its discretion 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 the Branch is satisfied that no further Indebtedness shall thereafter arise.

D. Related Rights. In its discretion, the Branch may, at any time or times, take or retain possession of any or all instruments or certificates representing or evidencing any Collateral. Upon any default by you or any of you in the payment of any Indebtedness, the Branch may in its discretion block, "freeze," withhold and retain any or all accounts, deposits, funds and other assets constituting Collateral, and thereafter, for so long as the pledge hereunder remains in effect, any Collateral capable of being renewed or re-deposited shall, unless the Branch otherwise elects, automatically be renewed and re-deposited continually. While the pledge hereunder remains in effect, any renewal, new, substituted or additional assets (and any instruments, receipts and other documents evidencing such assets) which are issued or otherwise arise in respect of any Collateral shall constitute additional Collateral and be subject to the terms of this pledge. The Branch is hereby authorized to notify its head office or any affiliate of the Branch of the pledge hereunder, and to direct that such pledge be recorded on the books of such office or affiliate, and that such office or affiliate, in writing, accept and agree to the terms of this pledge. You hereby authorize the Branch to file any financing statements, continuation statements or other documents or instruments which, in the Branch's judgment, evidence, perfect or protect the Branch's security interest hereunder; the Branch is hereby authorized to file any such documents without your signature(s) in any public offices in any jurisdictions, and to debit any Accounts(s) of yours for all costs of such filings. The Branch is also authorized to debit any Account(s) of yours and to increase the Indebtedness secured hereby in the amount of all costs (including any attorneys' fees, whether incurred at trial, on appeal or without litigation) of any sale, re-sale or other disposition of or realization on any Collateral hereunder. The Branch shall not be liable for the dishonor of any item(s) due to insufficient funds in any accounts of yours resulting from any application, setoff or blocking of funds pursuant to this pledge.

E. Termination of the 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 the Account relationship at any time. We will provide written notice 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 advance written notice from us will be reasonable if it is mailed to your statement mailing address or sent via electronic notification immediately upon account closure. You agree that in instances of account abuse or to prevent a loss, notice is reasonably given by us if mailed or sent via electronic notification immediately upon account closure. Further, for security concerns, we may require you to close your Account and to open a new account if: there is a change in authorized signers; there has been a forgery or fraud reported or committed involving your Account; any Account checks are lost or stolen; you have too many transfers from your Account; or, any other provision of our Agreement with you is violated. After the Account is closed, we have no obligation to accept deposits or pay any outstanding checks. You agree to hold us harmless for refusing to honor any check drawn on a closed Account. In the case the Account is closed, the Branch may mail to the Depositor a check for the balance in the account or send a wire transfer for, after any applicable service charges have been deducted, at the last address shown in our account records. The Depositor shall be responsible and liable for any service charges and transactions initiated prior to an account closing. You may close any of your Accounts 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 ninety (90) days may be closed by the Branch or any Account for which three or more checks have been returned for insufficient funds may be terminated without prior notification to you.

9. FORMS OF OWNERSHIP. The Depositor agrees to provide the Branch with the necessary documentation to establish the Depositor's authority to open a particular type of Account, and to provide the Branch with all information requested by the Branch in connection with the Branch'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.

Below is a summary of the forms of ownership for Accounts maintained with the Branch:

A. Individual Accounts. An individual account is a deposit account which is owned by one individual. Upon the death of that individual, the Account will be transferred to the appropriate persons by testament or intestate succession, as applicable, provided that the conditions set forth in Section 11 of this Agreement have been satisfied.

B. Joint Accounts. A joint account is a deposit account which is owned by two or more individuals with right of survivorship. You agree that if this Account was opened by two or more individuals it is a joint account unless you have given the Branch written instructions to the contrary. If this is a joint account, you agree that the Named Account Holders may endorse, deposit or cash checks which are payable to any or all of the Named Account Holders. Any of the Named Account Holders is authorized to act for the others, and the Branch may accept instructions regarding the account from any of the Named Account Holders and provide information regarding the Account to any of the Named Account Holders. Each of you will be liable to the Branch for all charges and overdrafts created in this Account. In effect, any of the Named Account Holders may control the Account as if it were owned by that Named Account Holder individually. If a check is returned unpaid, each of the Named Account Holders is liable to the Branch regardless of who deposited or cashed the check. Upon the death of any of you, the monies on deposit will belong to the surviving title holder(s). The Branch may require the surviving title holder(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 the requirements of Section 11 of this Agreement. Each Named Account Holder may approve statements of account and issue checks and drafts against the Account, may order payment stopped on any items drawn against the Account, may pledge, assign or grant a security interest in the Account or any or all amounts therein (whether to secure indebtedness of the signatory or of one or more third parties), may obtain information concerning the Account, and may otherwise deal with any securities and other property at any time or times held by the Branch and belonging to any of you. Although the Branch 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 of you, the Branch 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 the Branch 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 the Branch's discretion, that it is prudent to require the signatures of all of you. In the event of the death of all of you, the Branch is authorized to transfer or pay any monies in the Account to or to the order of any personal representative or executor of any one of you (without regard to the original ownership of the monies deposited); provided, however, that the Branch, may condition any such payment upon the full satisfaction of the requirements of Section 11 below.

C. Business and Other Nonpersonal Accounts. If the Account Holder is a corporation, unincorporated association, limited liability company, limited liability partnership, fiduciary, partnership, sole proprietorship, or other similar entity or organization holding an Account in a non-individual capacity, the individuals signing the Signature Card and other account opening documentation represent and warrant that: (i) they are authorized to execute such documents on behalf of the Account Holder; (ii) all documents provided to us evidencing such individual's authority are true and correct; (iii) such individuals will provide any other documents requested by us regarding the Account Holder; and (iv) such individuals will only provide information or documents to us that they are authorized to provide. The individual signing such documents recognizes that the entity is the Account Holder for purposes of this Agreement. We may refuse to recognize any resolution affecting an Account that is not in proper form or that may otherwise appear to us to be incomplete or improperly executed. You agree to notify us in writing of any changes in the person(s) authorized or the form of ownership. If we receive conflicting instructions or a dispute arises as to authorization with regard to the handling of the Account, you agree we may place a hold on the Account until such conflict or dispute is resolved to our satisfaction and we will not be liable for dishonored items as a result of such hold.

D. "In Trust For" Accounts. If an Account is designated as an "in trust for" account, then the Account is a tentatively trust or "Totten Trust" Account, which is revocable by you at will during your life, and all funds in the Account are owned solely and outright by you. As long as you are alive, all funds shall remain solely in your control, shall be solely for your use, and shall be paid solely in accordance with your directions. However, if you die, we may pay all funds in the Account in equal and undivided shares to all the individuals designated as beneficiaries who are then alive. If a beneficiary is less than 18 years old at the time of your death, we, in our sole discretion, may withhold payment of such beneficiary's share and pay that amount when such beneficiary becomes 21 years of age or when a guardian is appointed for such beneficiary. If any beneficiary remains alive after you have died but dies before payment is made to him or her hereunder, any such payment may be made to whomever we believe to be the personal representative, executor or similar representative of the beneficiary's estate. In all other cases, payment to be made to a beneficiary may be made, in our sole discretion, to such beneficiary directly or to whomever we believe to be his or her guardian or other appropriate representative. If, and for so long as, an "in trust for" Account has two or more joint account holders, the Account, although an "in trust for" Account, shall be governed by the provisions of this Agreement regarding joint accounts generally. If we become aware of conflicting demands or of a dispute relating to the Account or receive inconsistent instructions relating to the Account, then we may, in our sole discretion and without limiting our rights under applicable law, require the signatures or consents of all Account Holders (and/or of all the beneficiaries or other persons asserting claims or interests in the Account) before permitting disposition of any funds in the Account. In no event shall we be obligated to release any funds until it is satisfied it may do so without incurring liability or potential liability (including without limitation liability or potential liability for any estate tax). If, and to the extent that, the Account or any funds therein are pledged to us or any third party as security, the tentative trust established in respect of the Account shall be deemed to be revoked, but immediately upon the termination of such pledge, the Account shall automatically become subject to such tentative trust again without the necessity of any further action by you or us. You hereby acknowledge that we have made no representations to you or any beneficiary as to whether the beneficiary shall own the funds in the Account if you die after such a pledge of the Account has terminated.

E. "Pay-on-Death" Accounts. If an Account is designated as a "pay-on-death" account, then you may designate one or more beneficiaries to receive the funds in the Account upon the death of all owners. If you open a pay-on-death account, you are the owner of the Account during your lifetime 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 account, any one owner has the right to deposit, withdraw, or change and/or delete beneficiaries unless you specify otherwise in writing. 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 Account belong to the surviving beneficiary(ies). If two or more beneficiaries survive, sums on deposit belong to them in equal and undivided shares. If a beneficiary entitled to payment is less than twenty-one (21) years old at the time of Depositor’s death or the death of the last surviving Depositor, the Branch, in its sole and absolute discretion, may make payment to such beneficiary directly or to whomever the Branch believes to be his or her custodian or other appropriate legal representative; provided that payment to be made to a beneficiary not yet twenty-one (21) years of age who does not have a custodian shall be made (i) to an adult member of the beneficiary’s family or a trust company, unless the property exceeds US$10,000 in value; or (ii) to whomever the Branch believes to be his or her custodian. The Branch may request any supporting documentation it reasonably believes provides proof of custodianship. Beneficiary’s receipt of payment, either directly or through payment to a guardian or executor, shall be a valid release and shall discharge the Branch of any responsibilities for all such payments 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 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.

10. TYPES OF ACCOUNTS. The Branch offers non-interest bearing Demand Deposit Checking accounts (DDA), Money Market (MMK), NOW and Time Deposit accounts to personal and business depositors. Below is a summary of the various types of Accounts offered by us:

A. Demand Deposit Checking Accounts. We offer non-interest bearing personal and business Demand Deposit checking accounts to non-U.S. citizens or residents. We also offer checking accounts for certain qualified U.S. citizens or residents in accordance with state and federal law. We may either close or convert your Account to another type of Account when we consider it appropriate or necessary to do so.

B. Money Market Accounts. The Branch offers interest-bearing personal and business Money Market accounts. You may make unlimited withdrawals in person from a money market account. However, under federal regulations, the number of withdrawals and transfers is limited to a combined total of no more than six (6) per month (whether resulting in the transfer of funds to a third party or to another Account belonging to you or to any of you). No more than (6) transfers may be made by check, draft, debit card, or similar order made by you and payable to third parties. If you exceed more than six (6) such transfers, the Branch need not honor the item. You may make an unlimited number of the following withdrawals or transfers: (i) transfers for the purpose of repaying loans and associated expenses at the Branch; or (ii) transfers of funds from this Account to another Account which you maintain with us; or (iii) withdrawals (directly to you) from the Account; provided that such transfers or withdrawals are made by mail, messenger, or in person or made by telephone (via check mailed to you). We determine the number of third party checks for your statement based on the posted date of the item. If the Account is a money market account and you exceed these limits, we reserve the right to convert the Account to a demand deposit account or to close the Account and thereafter we shall no longer be obligated to honor checks or other withdrawal instructions. A service fee may be charged for transfers or withdrawals in excess of the above limitations. We may, at any time, require seven (7) calendar days’ advance written notice prior to the withdrawal or transfer of funds from the money market account. We shall then pay all withdrawals requested in accordance with our rules and applicable laws and regulations in effect on the date of the request for withdrawal.

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C. Negotiable Order of Withdrawals (NOW) Accounts. The Branch offers interest-bearing personal and business negotiable order of withdrawals (NOW) accounts.

D. Time Deposits. The Branch also offers interest-bearing personal and business Time Deposit accounts. When you open a time deposit account, you agree to leave your funds in the account until the maturity date of the account. If an Account (whether held by one or more individuals, held in trust for one or more beneficiaries, or held by a corporation or other business organization) constitutes a time deposit, the interest rate thereon shall be established by the Branch, in its sole discretion, on prevailing market conditions (and on the amount and term of the deposit) at the time the deposit is originally made and at any and every time at which the deposit is renewed.

i. General Account Disclosures. The interest rate is based on prevailing market conditions, on the amount and term of the deposit at the time it is originally made and when the deposit is renewed. The rate is fixed for the term of the deposit. Fixed rate means that the interest rate in effect on the day that we opened your time deposit remains fixed throughout the term of your deposit. We use the daily balance method to calculate interest on your time deposit. This method applies a daily periodic rate to the principal in the Account each day. The daily rate is 1/365 (1/366 in a leap year) of the interest rate. Interest is paid from the date of the deposit through the day prior to the maturity date. Interest is credited in accordance with the terms of your time deposit. The APY assumes that interest will remain on deposit for the term of the Account. Time deposits have a minimum maturity of not less than seven (7) business days unless the Time Deposit is an International Banking Facility Deposit (IBF) where the minimum maturity is two (2) business days.

ii. Transaction Limitations. You may not make any deposits into your Account before maturity. You may make withdrawals of principal from your Account before maturity only if we agree at the time you request the withdrawal. Principal withdrawn before maturity is included in the amount subject to early withdrawal penalty.

iii. Early Withdrawal Penalties. If you make a withdrawal from or redeem the time deposit before its maturity date, the time deposit will be subject to a penalty for early withdrawal and the principal of the deposit may be reduced, if necessary, to satisfy such penalty as shown below:

<table>
<thead>
<tr>
<th>Maturity Term</th>
<th>Early Withdrawal Penalties</th>
</tr>
</thead>
<tbody>
<tr>
<td>7 thru 30 days</td>
<td>If the withdrawal is made within the first 6 days after the deposit: 7 days interest, on the amount withdrawn.</td>
</tr>
</tbody>
</table>
| 31 thru 180 days| If the withdrawal is made on or after the first 7 days after the deposit, the fee imposed will be the greater of:  
| 181 thru 364 days| The fee imposed will equal 30 days interest on the amount withdrawn. |
| 365 days or greater| The fee imposed will equal 90 days interest on the amount withdrawn. |
iv. **Automatically Renewable Time Deposit.** Unless your Account is closed on the initial or subsequent maturity date or within any applicable grace period (as described below), or as otherwise described in this Agreement, your time deposit will automatically be extended for a time period equal to the initial term beginning at the initial maturity date or at each such subsequent maturity date. Notice of renewal shall be made by the Branch to the depositor. If the Branch does not receive a written notice that the depositor wishes to mandate the renewal of the deposit, or if the Branch receives contrary instructions at least two (2) days prior to the maturity date of a time deposit, such time deposit shall be automatically and successively renewed, in each instance for a period equal to the previous term of the time deposit or for a period (and on such terms and conditions) as the Branch may in its discretion consider appropriate under the circumstances. The Branch may notify any of you, at least ten (10) days before the maturity date of a time deposit, that such time deposit will not be renewed. Withdrawals from or redemption of a time deposit before its maturity date will be permitted only if the Branch, in its sole discretion, elects to permit any such withdrawal or redemption, and then will be permitted only on such terms as the Branch may designate and upon your payment of any early withdrawal penalty which the Branch may designate (which penalty may result in the reduction of the principal amount of such time deposit). The Branch is required, under federal regulations, to retain the right to ask for seven (7) days' written notice before you may withdraw funds from any Account constituting a time deposit account or money market account. If either you or the Branch prevents renewal, interest will not accrue after final maturity. Each renewal term will be the same as the original term, beginning at the maturity date. The interest rate will be the same we offer on new time deposits on the maturity date which have the same term, minimum balance (if any) and other features as the original time deposit.

v. **Grace Period.** Grace period means the period of time following the maturity of an automatically renewed time deposit during which you may withdraw funds without being assessed a penalty by the Branch. For time deposits of maturity of seven (7) to thirty-one (31) days, you have seven (7) calendar days after the maturity day to withdraw funds without penalty. For all other time deposits you have twenty-five (25) calendar days after the maturity day to withdraw funds without penalty. Funds withdrawn during any grace period will not earn interest from the most recent maturity date to the date of withdrawal. Interest will not be paid for the days in the grace period if any principal is withdrawn and not renewed.

vi. **IBF Time Deposit.** If the Account is an international banking facility ("IBF") time deposit, then: (i) you acknowledge receipt of this notice and understand that it is our policy that deposits received by IBF's may be used only to support the non-United States operations of a depositor (or its foreign affiliates); (ii) no deposit or withdrawal of less than US$100,000 is permitted except a withdrawal of less than US$100,000 made to close the IBF; and (iii) funds in the Account have a minimum maturity, or required notice period prior to withdrawal, of not less than two (2) business days. If the principal amount in the Account is originally less than US$100,000 but increases to US$100,000 or more, we, in our sole discretion, may book it as an IBF time deposit at the time the Account reaches US$100,000.

vii. **FX (Foreign Currency) Time Deposit.** If the Account is a FX (Foreign Currency) Time Deposit ("FX Time Deposit"), then you acknowledge that these time deposit accounts are not automatically renewable, and in order to renew the FX Time Deposit, the Branch must receive instructions requesting such renewal at least two (2) business days prior to its maturity.

**G. Interest Rates.** The Branch reserves the right, in its sole discretion, to change the interest rates paid by the Branch on any interest-bearing checking deposit or account offered by the Branch. You can obtain the current rates of interest by calling us at the phone number listed on your monthly statement or by asking one of our representatives. Money Market and NOW Accounts earn a variable interest rate. The interest rate and the annual percentage yield ("APY") may change. Interest rates are tiered. The rate we pay depends on the tier into which the daily average balance in your Account falls. A tier is a range of account balances. Different rates may apply to different tiers and different tiers may apply to different types of accounts. Interest is calculated using the daily average balance method that applies a daily periodic rate to the collected principal balance in your Account each day. The collected balance is that portion of the balance for which we have received credit. No interest is earned on any day the balance is below the minimum required disclosed in the "Schedule of Fees and Charges" provided to you at the opening of your Account. The daily rate is 1/365 (or 1/366 in a leap year) or the interest rate. We compound and pay interest to your Account at the end of each monthly statement period. If you close your Account before interest is credited, you may not receive the accrued interest. If the Account is a time deposit, the interest rates are described above in the section entitled, "Time Deposits". You can find the minimum balance required for each account in the "Schedule of Fees and Charges". When you deposit a non-cash item (such as a check), interest begins to accrue on the non-cash item no later than the business day on which we receive credit on the non-cash item.

**11. DEATH OF AN ACCOUNT HOLDER.** You agree to notify the Branch 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 account, in trust for account 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.

**12. CERTIFICATION OF FOREIGN STATUS OR TAX IDENTIFICATION NUMBER.** Every signatory on an Account must: (i) independently certify his, her 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 U.S. nonresident alien by providing a completed Internal Revenue Service Form W-8 Series or W-9 Series, as applicable; 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 W-9. Alternatively, the above certifications may be provided on any substitute Form W-8 Series or substitute Form W-9, as the case may be. A Depositor's certification of U.S. non-resident alien status must be renewed by the last day of the third calendar year following the year in which the certification is signed. The Branch reserves the right to close a Depositor's Account or to refuse any transaction to or from the Account if the certification forms are not filed with the Branch or are not timely renewed. If a Depositor who has certified U.S. non-resident alien status at the time he or she opens an Account with the Branch later becomes a U.S. citizen or resident, written certification must be given to the Branch within thirty (30) days of the change in status, on a form to be obtained from the Branch. The Branch will report the interest earned on each Account owned by the Depositor and will also remit backup withholding taxes from the Account to the Internal Revenue Service unless the Depositor provides the Branch with the required certifications. In addition, the Depositor agrees to advise the Branch promptly in writing of any change in his residency from one country to another, and in any event the Depositor must provide the Branch with the appropriate tax certification form(s) within thirty (30) days following such change in residency.

**13. SIGNATURE AUTHORITIES.** The Branch shall be entitled to rely upon any Signature Card or other resolution or designation of authorized signatories delivered by the Depositor in respect of an Account, until the Depositor has delivered to the Branch an appropriately executed resolution or other written document revoking or modifying the authorizations contained therein and
the Branch has had a reasonable time to act thereon.

14. WITHDRAWALS, CHECKS AND DEPOSITS. This section provides information pertaining to the Branch’s various deposit account products, including checking, money market and NOW accounts.

A. Deposits. Notwithstanding any information which may be provided to the Depositor at the time of deposit or otherwise, all items received by the Branch for credit or collection are taken at the Depositor’s risk and subject to the actual receipt of proceeds by the Branch. The Branch may charge-back to an Account at any time any item as to which final payment is not received. Any item payable to the Depositor may be deposited to the Account without notice or endorsement from the Depositor. The Branch shall act only as the Depositor’s agent and assumes no responsibility beyond the exercise of due care. The Branch will not be liable for any default or negligent acts on the part of any subsequent collecting bank or for any items lost in transit. If we cash or accept for deposit a third-party check, and the check is returned unpaid for any reason, you authorize us, without prior notice to you, to charge the check against your Account. We are authorized, at our discretion, to redeposit the unpaid check and pursue collection of the unpaid check. At our discretion, you authorize us to convert into an electronic transaction any checks that you deposit into your Account and that are returned unpaid. The Branch shall not be construed to have received any item sent by mail or delivered to any of its affiliates or correspondents until the Branch has actually received the item at its office during regular banking days and hours. The Branch 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 to the Depositor’s Account will become available for withdrawal or for other use by the Depositor in accordance with federal and state law as and outlined in the Branch’s Deposited Funds Availability Policy (see Section 20), as established or modified from time to time. When we accept deposits and issue receipts, such deposits and receipts are subject to verification and correction, if we determine such actions are necessary. If we determine that a deposit does not contain all items or cash claimed to be deposited, we may correct the error and adjust the account balance, even if you have already withdrawn all or part of the deposit. If this adjustment is disputed, you may be asked to provide proof that our records are erroneous. Should we receive an item payable in foreign currency for deposit or collection, you will bear all exchange risk and any expenses we may incur in addition to our applicable fees. In most cases, we will not credit the item to your Account until we have received the proceeds in U.S. Dollars. You further agree that the execution of an order which requires payment in a currency other than U.S. Dollars may be reasonably delayed by us, as appropriate, in order to permit us to complete the conversion of currency.

B. Charge-Back or Refund. All items cashed for the Depositor or deposited in the Account (whether or not items are honored against such deposit) will be handled by the Branch as agent for the Depositor subject to charge-back or refund if for any reason the deposit is not received in cash or unconditional credit accepted by the Branch. Similarly, any item drawn on the Branch and cashed for the Depositor, or deposited in the Account, will be subject to charge-back or refund if for any reason such item is found not payable before the close of business on the second banking day after it was cashed or deposited. For all new Accounts, withdrawals will not be allowed until the Depositor has returned to the Branch all documents required by the Branch. The Depositor’s Account will become available for withdrawal or for other use by the Depositor in accordance with federal and state law and as outlined in the Branch’s Deposited Funds Availability Policy (see Section 20), as established or modified from time to time.

C. Endorsements. The Branch may, at its sole option and discretion,

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accept any item endorsed for deposit to an Account and such endorsement may be made manually, by 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 be rejected at the Branch's sole option and discretion if it is endorsed in pencil, if improperly prepared, if illegible, or if the item contains a double endorsement. Any item payable to a Depositor may be deposited in and credited to the Account without being endorsed by the payee(s).

D. Postdated Checks. In connection with any postdated check issued by the Depositor, it is the duty of the Depositor to notify the Branch in writing, giving a complete description of the item, including the payee, the date, the check number and the amount of the check; in the absence of such written notice, the Branch shall not be liable for paying any postdated check before the date written on the check. A charge may be made for each postdated item issued by the Depositor.

E. Stale Checks. Under applicable law, the Branch is not obligated to pay a check drawn on an Account which is presented more than six (6) months after its date. However, the Branch may charge the Account for payments made on such items in good faith.

F. Business Day. The Branch's business days and hours are Monday through Friday from 9:00 a.m. to 4:00 p.m. (ET). Saturdays, Sundays and U.S. federal bank holidays are not business days. Checks and other items deposited or received after 2:00 p.m. (ET) on any business day will be posted the next business day.

G. Claim. If a claim is made to the Branch for the recovery of any part of any collected item (including any item cashed for the Depositor) after final payment thereof, on the ground that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, the Branch may withhold the amount thereof from the Account until final determination of such claim.

H. IBF Deposits. If you make IBF Deposits, such deposits must be maintained for at least two business days, and no deposit or withdrawal of less than $100,000.00 is permitted, except that a withdrawal of less than $100,000.00 is permitted to close an Account. These limitations do not apply if the Depositor is (i) an office located outside of the United States of another United States depository institution, an Edge Act corporation, or a foreign bank; (ii) another IBF; (iii) any United States or non-United States operation of the Branch, or (iv) any foreign national government or Branch or instrumentality thereof, any international entity of which the United States is a member, or any other foreign international or supranational entity specifically designated by the Federal Reserve Board; and the deposit remains at the IBF at least overnight. It is the policy of the Federal Reserve Board that deposits received by International Banking Facilities may be used only to support the non-U.S. operations of the Depositor (or of its foreign affiliates) located outside the United States, and extensions of credit to IBFs may be used only to finance the non-U.S. operations of the Depositor (or of its foreign affiliates) located outside the United States.

I. Account Closure. The Depositor may at any time close any Account by giving written notice to the Branch. Upon the receipt of the notice by the Branch the Account shall be closed, but the Branch retains the right to continue to pay checks as they are presented. You will remain responsible and liable for any service charges and transactions initiated prior to Account closing or originated as closing fees. Except in limited circumstances, if
you close a time deposit account before maturity, you will be subject to an early withdrawal penalty.

J. Inactive Accounts. Your Account will be considered inactive if you have not transacted business in your Account for a period of 365 days. If your Account becomes inactive, it will be subject to an Inactive Account fee in addition to any other applicable account fees. The Branch reserves the right to withhold any payment, withdrawal or transfer from a dormant Account until the Branch, to its sole and complete satisfaction, is able to reestablish contact with the Depositor of the inactive Account, and you agree to keep your Account in active status.

K. Dormant Accounts. Your Account will be considered dormant if you have not transacted business in your Account for a period of 18 months. If your Account becomes dormant, it will be subject to a Dormant Account fee in addition to any other applicable account fees. The Branch reserves the right to withhold any payment, withdrawal or transfer from a dormant Account until the Branch, to its sole and complete satisfaction, is able to reestablish contact with the Depositor of the dormant Account, and you agree to keep your Account in active status. Under applicable law, we may be required to turn over to appropriate state authorities any funds held in the Account if, for at least five (5) years, the Account has been inactive within the meaning under applicable law. Prior to doing so, the Branch will either mail a notice to your last known address or send you an electronic notification. If you do not respond by the date set forth for response in the notice, we will forward the funds in the Account to the appropriate state agency. 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.

L. Power of Attorney. You may authorize another person to act on your behalf in transacting business in your Account, but such authorization must be in writing and in a form acceptable to the Branch in its sole discretion. Without limiting the generality of the foregoing, the Branch in its sole discretion may or may not honor or accept a power of attorney sought to be used to open or close an Account or to deposit or withdraw funds from an Account or to supply endorsements on checks or any other items. 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.

M. Stop Payment. You may request a stop payment of a check if such check has not already been paid. If required by applicable law, the Branch will require that all stop payment orders be received by the Branch in writing. If allowed by applicable law, the Branch may accept an oral stop payment order. However, any oral order accepted by the Branch will only be binding upon the Branch for fourteen (14) calendar days unless you confirm it in writing within that time. The Branch will not be required to honor an oral order beyond that time period if you do not confirm it in writing. A stop payment order accepted by the Branch will be posted to the Account in question after the close of the Branch's regular banking day; however, no stop payment order received after 2:00 p.m. (ET) will be posted until the end of the Branch's next regular banking day. Any and all stop payment orders will be effective for only six (6) months unless renewed in writing. The stop payment order must include the date of the order, check number, check date, name of payee, name of drawer, amount, and nature of the instruction. Our liability for carrying out stop payment orders is limited to that required by law. We will not stop payment on any check being processed at the time the stop payment order is received. By requesting a stop payment, you agree to the following:

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

The Depositor agrees not to hold the Branch responsible if the original item is paid or a replacement item is dishonored because of misidentification so long as the Branch has followed its usual procedures for handling a stop payment order.

The Depositor agrees that the Branch will not accept a stop payment order for a certified check until ninety (90) days have expired from the date of certification and then only if the Depositor completes an affidavit and indemnity agreement to the effect that the check was lost, stolen or cannot be found.

N. Extraneous Information. The Branch may, in its discretion, disregard any information on a check presented for payment on your account other than the signature(s) of the drawers, the identification of the drawee bank, the payee, the amount, the date and information which appears in the MICR line. The Depositor agrees to be liable for any damages suffered by the Branch as a result of any other information written on the face or back of any check.

O. Insufficient Funds. 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 there are insufficient funds in your Account or if sufficient funds are not available for withdrawal when an item is presented for payment, the Branch may, but is not required to, pay the item and create an overdraft without prior notice to you. You agree to deposit sufficient funds to cover the overdraft as soon as practicable after the Branch gives you notice of the overdraft. You understand that a service charge will be incurred under such circumstances whether the Branch pays the item or dishonors it, and that the Branch reserves the right to charge interest at the maximum lawful rate on any overdraft in any Account until such overdraft is paid in full. In determining the balance in your Account for purposes of ascertaining whether the payment of a particular check results in an overdraft, the Branch may review your Account at any time between presentation of the check and midnight of the next business day following the banking day on which the Branch receives the check. If necessary in order to provide the Branch funds with which to pay an item presented for payment on an Account of yours, or funds to cover an overdraft in an Account of yours (and interest on such overdraft), the Branch may, in its sole discretion, transfer funds from one Account of yours to another Account of yours, whether either of such Accounts be a joint or single individual account and whether either be a demand deposit or time deposit account; however, in the absence of a specific written agreement with you to the contrary, the Branch shall be under no obligation to do so.

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.

P. Statements/Imaging of Checks. We may issue account statements on a monthly, quarterly, semi-annual or annual basis at our discretion or, in place of such account statements, may issue statements or notices relating to specific transactions. With respect to Accounts that are subject to Regulation E, we will issue an account statement for each month in which an electronic fund transfer has occurred; and will issue an account statement at least quarterly if no transfer has occurred. You shall exercise reasonable promptness in examining the statements or notices, cancelled checks, and any other writings (if provided) relating to the Account to determine whether any payment was not authorized because of an alteration of an item or because a
purported signature by you or on your behalf was not authorized. When we process checks for deposit to any of your Accounts and checks drawn by you on us for payment, we will make an image of the checks. We will provide the image of the checks drawn by you on us with your account statement, upon your request. For checks drawn by you on us, we will retain the original cancelled checks for 180 calendar days, after which we will destroy the originals. If you believe that your statement contains an error or discrepancy, then you must notify us in writing at ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A., 1395 Brickell Avenue, Suite 1500, Miami, Florida 33131, Attention: Customer Service, within sixty (60) days of the date of the statement containing the error or discrepancy; otherwise, you will be deemed to have agreed to the correctness of the statement; moreover, you will be precluded from asserting against the Branch any unauthorized signature or alteration on any item paid by the Branch thereafter (and paid before the Branch receives notice of wrongdoing), if the wrongdoer who makes such unauthorized signature or alteration is also responsible for the earlier discrepancy that you fail to timely report to the Branch. Your statements will be sent to your last known address or to such other address as you may designate in writing to the Branch; however, if any statement is returned undelivered, the Branch may stop sending you statements until you rectify the address or until any circumstance affecting the delivery of mail is corrected, and your Account may be assessed a service charge for the handling and storage of any returned statement. You are not relieved of your obligation to review your statements by reason of the fact that your statements have been placed on “Hold Mail” as provided hereunder. In those situations, each statement will be deemed to have been made available to and received by you on the date shown on the statement. Should any statement not be received by you in timely fashion, you shall notify the Branch thereof as soon as possible and in no event later than twenty (20) days after such statement would ordinarily be received by you (or received by your attorney-in-fact or held for you pursuant to a “Hold Mail” arrangement hereunder).

Q. Check Ordering and Charges. When you receive your personalized checks, a reorder form will be included for ordering additional checks. No counter checks will be issued at the Branch; therefore, be sure to order checks well in advance of your current supply running out. The amount charged for printing personalized checks depends on the design you choose. The check printing charge will be deducted from your account balance at the time the order is processed. A confirmation receipt forwarded with the checkbooks must be duly signed and returned to the Branch. The Branch will also arrange for the printing of all deposit slips, stop-payment requests and other forms necessary for the operation of your Account, and the Branch will not accept any other forms in connection with the operation of your account (unless the Branch, in its sole discretion, has previously agreed with you in writing to do so).

R. Additional Provisions Relating to Checks and Deposits. The Branch shall not be liable for any errors, negligence, default, misconduct or insolvency on the part of any agent selected by the Branch, or any sub-agent selected by such agent, any such agent or sub-agent being deemed an agent of the Depositor. In collecting any check or similar items, the Branch and any collecting agent may accept the drafts or credits of any Branch, drawee, acceptor or payor in lieu of cash. If payment of any check or similar item would exceed the credit balance on any account of yours or exceed any authorized overdraft limit, the Branch may, in its sole discretion, make such payment only up to the amount of such credit balance or overdraft limit. The Branch is under no obligation to honor any restrictive legend on any check signed, accepted or endorsed by you. You shall at all times exercise due care to prevent checkbooks or blank checks of yours from coming into the possession of unauthorized persons and to prevent any instruction, check or similar item from being altered, lost or forged. You shall immediately report to the Branch in writing, by facsimile or electronic mail, the theft, loss or alteration of any check or checkbook.

S. Electronic Communications Generally. If you elect at the time you opened the Account to be subject to this Section 14(S), then this Section shall apply to all communications, other than instructions regarding Payment Orders addressed in Section 18 of this Agreement or electronic fund transfers, addressed in Section 19 hereof, which are transmitted by telephone, telegraph, cable, wireless, facsimile transmission or other similar electronic means to the Branch by you or by any person representing himself to be any of you or to be an authorized representative of yours (all such communications to which this Section applies being referred to as “Electronic Communications”), including, without limitation, instructions regarding deposits or withdrawals of funds, coins, precious metals, securities or other valuable assets to or from any of your accounts, as well as instructions requesting the issuance of letters of credit (or amending, or waiving discrepancies under, letters of credit) and instructions requesting loans or concerning the purchase or sale of foreign exchange, certificates of deposit or other securities. If, after receiving any Electronic Communication, the Branch determines in its sole judgment that it cannot for any reason comply therewith in whole or in part, or concludes that such Electronic Communication is unclear or that additional details or information are required in order for the Branch to comply therewith, then the Branch may: (i) comply therewith in part only or not at all; (ii) delay in complying therewith (in whole or in part) until additional information is received by the Branch; or (iii) take such other action as, in the Branch’s sole judgment, may be advisable to give effect to such Electronic Communication as the Branch understands it. Notwithstanding any oral acceptance of any Electronic Communication by any officer, employee or agent of the Branch, the Branch may for any reason reject any such Electronic Communication in whole or in part. The Branch is hereby authorized and directed by you to respond to any inquiry made by Electronic Communication relating to the status of any Account of yours. All Electronic Communications affected by telex shall contain your answerback. The authorizations, directions and any restrictions contained in this Section shall continue in effect until the Branch receives, and has the opportunity and sufficient time to act upon, written notice of your decision to terminate the understandings and agreements reflected in this Section. The Branch may, in its discretion, require additional documentation from corporations, partnerships and any other organizations entering into the agreements and understandings reflected in this Section. You hereby acknowledge that the Branch has agreed to act upon Electronic Communications as an accommodation to you. Therefore the Branch may accept any Electronic Communications it believes to be genuine, and shall in no event whatsoever have any liability to any of you or to any third parties as a result thereof; and each of you hereby agrees to indemnify the Branch and its directors, officers, employees, attorneys and agents with respect to all claims, demands, causes of action, liabilities, losses, damages, costs and expenses (including any attorneys’ fees) which may result from any actions at any time taken in response to any Electronic Communications, whether or not such Electronic Communications are genuine and whether or not authorized by you.
as reflected in the Branch’s records or destroyed in the Branch’s sole discretion. You agree not to hold us or any of our officers, directors, employees, agents or affiliates liable for any loss or claim that may at any time result from this service. The Depositor agrees to pay the fee which the Branch may charge for this service in accordance with the Branch’s Schedule of Fees. Each item of mail held by the Branch at the Depositor’s request shall be deemed to have been made available to and received by the Depositor at the date of the date of the item. If your Account with the Branch is closed, you shall have ninety (90) days from the date of closing to instruct the Branch in writing as to how to make your mail available to you, and if you fail to do so and/or to retrieve your mail within such ninety (90) day period, the Branch is hereby authorized, at its sole discretion, to destroy such mail without any risk or liability whatsoever on our part. You hereby agree to indemnify (and to hold harmless) the Branch and its officers, directors, employees, agents and affiliates against and from any and all losses, damages, fines, penalties, expenses (including without limitation any attorneys’ fees, whether incurred at trial, on appeal or without litigation) and other liabilities that may at any time or times result from or relate to this service.

16. NON-TRANSFERABILITY OF U.S. ACCOUNTS; ASSIGNMENT. You cannot transfer legal or beneficial ownership of an Account without our consent except as a result of death, bankruptcy, divorce, marriage, incompetency or judicial attachments. No transfer or assignment of an Account shall be valid unless notice of the assignment has been given to the Branch in written form satisfactory to the Branch, and then only after the Branch has given written approval and has had reasonable time to record the transfer or assignment on its books and records. In general, it is not the policy of the Branch to allow transfers or assignments of Accounts. In the event that the Branch allows the transfer or assignment of your Account, the Branch has the right to require the closing of your Account, and then requiring the new Account Holder to open a new account with the Branch under their name.

17. LIMITATION OF LIABILITY; FORCE MAJEURE; EXCULPATION AND INDEMNIFICATION. Should the Branch be served or receive any process, summons, subpoena, order, injunction, execution, distraint, garnishment, levy, lien or other legal process relating to (or appearing to relate to) the 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, (hereinafter, collectively called “Process”), the Branch 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. The Branch may charge to any Account of the Depositor (whether or not it is the same Account with respect to which the Process relates) any expense, including attorneys’ fees, incurred by the Branch in responding to any Process in relation to any Account of the Depositor at the Branch, and the Depositor shall be liable for the payment of such expense. Accordingly, in the event of any such Process, the Branch may, in its sole discretion, freeze all or a portion of each Account of the Depositor to cover the Branch’s expected expenses, in which case the Branch 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 any Account of yours (whether initiated or threatened by you, by the Branch or by any third party), or in the event the Branch receives conflicting instructions, claims or demands relating to such Account, the Branch 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 the Branch, 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 the Branch upon its demand (and you hereby authorize the Branch to debit any or all of your Accounts in such amounts). The Branch shall not be liable to you for any failure, delay, omission, interruption or error with respect to the Branch’s performance of any of its obligations under this Agreement or under any related Account opening documentation or Signature Card, if the same results from any cause beyond the Branch’s control, including, without limitation, power failures, equipment malfunctions, suspensions of payment by other financial institutions, labor disputes, bank moratoriums, currency restrictions, trading suspensions, acts of God, civil commotions, acts of terrorism, legal compulsions, negligence of other financial institutions and any other actions or restrictions of any governmental, supervisory or monetary authorities or other third parties. The Branch, its head office, its affiliates and their respective directors, officers, employees, attorneys and agents (each of the foregoing, including the Branch, being an “Excused 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 Excused Party) in connection with any acts, omissions or circumstances at any time or times arising out of or relating to this Agreement, or the presentation, payment or dishonor of any item drawn on any Account of yours, or the acceptance of any item 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 this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of such Excused Party). In addition, the Branch, its head office, its affiliates and their respective directors, officers, employees, attorneys and agents (each of the foregoing, including the Branch, being an “Indemnified Party”) shall at all times be indemnified, reimbursed and held harmless by you (and, at the request of the Branch, be defended by you) from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs and expenses (including without limitation any attorneys’ fees, whether incurred at trial, on appeal or without litigation) 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 this Agreement, or any breach of this Agreement by you, 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 this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party).

18. CONDITIONS APPLICABLE TO FUNDS TRANSFERS. The following paragraphs apply to funds transfers you send or receive through us, including wire transfers and transfers you make between Accounts maintained with us, but do not apply to electronic fund transfers governed by Regulation E of the Federal Reserve (see Section 19 below). The provisions of this Section 18 govern all funds-transfer services offered in conjunction with your Demand Deposit Checking, Money Market, NOW, or other Accounts with the Branch. Unless the context otherwise requires, the terms used in this Section 18 shall have the meanings set forth in Article 4A of the Uniform Commercial Code, as in effect from time to time in the State of Florida.

A. Payment Orders. Subject to the terms and conditions set forth in this Agreement, the Branch is authorized to accept and charge to any of the Account(s) at the Branch, without limitation as to amount, each instruction (each, a “Payment Order”) to pay, or to U.S. Dollars or in any foreign currency) to a designated beneficiary provided that the Payment Order is (i) sent by an Authorized Person, as defined below, (ii) authorized by the Depositor in accordance with applicable law, or (iii) accepted by the Branch in compliance with any applicable security procedures elected by you at the time you opened the Account, as amended from time to time, whether or not such Payment Order was in fact actually authorized by the Depositor. The Branch may from time to time by written notice to the Depositor establish or amend administrative
rules regarding Payment Orders and the funds transfer services to be provided under this Agreement.

**B. Authorized Person.** Any person who is an authorized signatory of any Account shall be deemed an Authorized Person for purposes of this Section 18. The Depositor shall be responsible for keeping its list of Authorized Persons and other instructions current. Any changes thereto, and any other instructions provided to the Branch, may be made by the Depositor only by giving the Branch ten (10) days prior written notice thereof.

**C. Authorized Account.** If a Payment Order received by the Branch does not specifically designate any particular Account of the Depositor which is to serve as the source of payment of the Payment Order, then any Account of the Depositor shall be an authorized account for such payment order.

**D. Insufficient Funds.** If the Branch receives a Payment Order and the Account does not contain sufficient funds to pay the Payment Order, the Branch may, in its sole and absolute discretion, but shall not be obligated to, accept the Payment Order by (a) creating an overdraft in the Account or (b) transferring funds from other Accounts of the Depositor into the Account, in either case only to the extent of any deficiency. The Branch may debit the Account for the amount of a Payment Order even though the Payment Order may be for the benefit of any of the Depositor's officers, agents or employees. If the Payment Order creates an overdraft, the Depositor shall promptly pay the Branch the amount of the overdraft, together with any overdraft charge and interest thereon at the Branch's then prevailing interest rate per annum applicable to overdrafts (but not exceeding the highest interest rate permitted by law). You agree that the Branch may setoff the amount of any such overdraft charge and interest against any of your Accounts maintained with the Branch.

**E. Amendments or Cancellations.** The Branch shall not be obligated to accept or effectuate any amendment to, or cancellation of, any Payment Order transmitted to the Branch, and in any event may condition its action upon (a) receipt of information reasonably identifying the original Payment Order, (b) compliance with applicable security procedures elected by you at the time you opened the Account, as amended from time to time, (c) receipt of an indemnity bond or other security acceptable to the Branch, under which the Branch is made whole for all losses, expenses (including attorneys' fees) and other liabilities that may result from execution of the amendment to or cancellation of a Payment Order, and (d) receipt of the applicable cancellation or amendment request no later than the applicable cut-off time (as from time to time established by the Branch) on the funds transfer business day preceding the date on which the Branch is to execute or pay the original Payment Order. The Depositor shall be bound by any amendment or cancellation of a Payment Order to the same extent that it would have been bound by the transmittal of a Payment Order pursuant to this Section 18.

**F. Cut-Off Time.** Payment Orders, amendments or cancellations shall only be communicated to the Branch through the funds transfer department of the Branch during those hours of the business day when the Branch is open for the receipt, processing and transmittal of Payments Orders, amendments or cancellations in accordance with its applicable cut-off time(s) established from time to time. Payment Orders, amendments or cancellations received after such time shall be deemed to have been received the following funds transfer business day. No instruction or other restriction limiting our acceptance of a Payment Order shall be effective unless agreed to by us in writing, although we may, at our option, elect to act consistently with such an instruction or restriction.

**G. Security Procedures.** The Depositor acknowledges that the security procedures selected by you at the time you opened the Account, as amended from time to time, provide you with a commercially reasonable degree of protection in light of your particular needs and circumstances and were selected by the Depositor from among the various procedures offered by the Branch to verify that a Payment Order or amendment or cancellation was that of the Depositor. The details of the security procedure shall be safeguarded by the Depositor and distributed by the Depositor only to the Authorized Person(s). The Branch and the Depositor agree that the Branch shall have no obligation or responsibility to detect errors contained in a Payment Order and the security procedures selected by you at the time you opened the Account are designed to detect and prevent unauthorized Payment Orders and not to detect errors contained in any Payment Order. At our discretion, we may change the security procedure upon written notice to you; thereafter, your continued use of the amended security procedure shall evidence your agreement that, in light of your circumstances, our circumstances, the nature of the Account and the nature of the Payment Orders, the amended security procedure is also commercially reasonable. If you have elected a Security Procedure involving the use of telephonic callbacks, then Payment Orders may be made through untested written instructions (by means of faxes, ordinary electronic mail or original writings) or through oral instructions communicated by telephone. Upon receipt of such unverified instructions, we shall verify each Payment Order via telephone initiated by us (at your expense) with any individual who purportedly identifies himself or herself as one of the Authorized Persons designated by you and who is contacted by us at the corresponding telephone number specified by you. No change made by you hereafter in any of the Authorized Persons or designated telephone numbers shall be binding upon us until we have received written notice thereof at the Branch and have had reasonable time to implement such change. You shall be liable, and we may debit the Account, for any telephonic callback fee set forth our Schedule of Fees. If you have elected the use of PIN, then any Payment Order must be furnished to us by means of a telex, facsimile, ordinary electronic mail or original writing. We shall deliver to you a PIN to be used in making every Payment Order and shall not accept any Payment Order if not made by you using such PIN. Such PIN and related materials shall be delivered to the individual designated by you, who shall provide us with written acknowledgement of the receipt thereof in form satisfactory to us. Such person must be an owner of the Account, if the Account is owned by one or more individuals; otherwise, such person must be an authorized signatory on the Account. If you do not select a particular security procedure at the time you opened the Account, you will be deemed to have selected either of the following security procedures: (i) physical presentation at the Branch or affiliated office; and/or (ii) untested written instructions with call-back. You may deliver instructions concerning disposition of funds in your Account via the internet or electronic mail after you have accessed the Account with an access code that has been validated by us. Your use of computer access is subject to this Agreement and any other terms and conditions accepted by you as a condition of accessing your Account. You acknowledge that your use of the access code constitutes a reasonable security procedure for purposes of us acting on your instructions submitted via the internet with respect to a transaction in your Account. You accept sole responsibility for maintaining custody of and security over the access code. You acknowledge that any request, instruction or transaction (including, but not limited to, Payment Orders or other withdrawal instructions) received by us via a secure email will be effective as your genuine signature regardless of whether the person accessing the Account was authorized to do so. You shall keep your access code confidential and take all reasonable steps to protect the secrecy of all access codes issued to you. If your access code becomes lost or known to another person, you shall notify us immediately so that a replacement may be issued.

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You shall indemnify and hold us harmless with respect to any and all damages, losses, claims, actions, liabilities, costs and expenses (including any attorneys’ fees) which may be incurred by or asserted against you, us or any third party as a result of the accessing of your Account via the internet.

H. Beneficiary’s Bank; Intermediary Banks.

(1) Failure to Identify. If a Payment Order does not designate the beneficiary’s bank, the Branch in its discretion may either make payment to any bank at which it has reason to believe the beneficiary maintains an account or seek further instructions from the Depositor, and in either case the Branch will not be liable for losses resulting from the Depositor’s failure to identify properly the bank where the beneficiary maintains an account.

(2) Intermediaries. Depositor shall specify routing instructions on each Payment Order. If no such specification is made, Depositor hereby instructs the Branch to send Payment Orders through such correspondent(s) as appear appropriate after consulting standard Branch references as to correspondent relationships. In executing any Payment Order, the Branch shall use whatever funds transfer system, communications systems, and intermediary Branch is designated by the Depositor, except where the Branch in good faith concludes that use of such funds transfer system, communication system, or intermediary is not feasible or would involve undue delay, in which case the Branch shall use such of the funds transfer systems and communication systems in which the Branch participates (i.e., CHIPS, Fedwire and SWIFT), and such intermediaries, agents or sub-agents as it determines to be appropriate in connection with any such Payment Order. 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 the agent of the Depositor and the Branch 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) the Branch 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 the Depositor.

I. Identifying Numbers. In executing Payment Orders, the Branch shall rely exclusively on identifying or account numbers of a beneficiary, beneficiary’s bank or intermediary bank rather than names even if both are identified. Likewise, payment of a Payment Order may be made by a beneficiary’s bank on the basis of an identifying or Branch account number even if it identifies a person different from the named beneficiary. The Branch shall have no duty to detect any inconsistency between the name and any such number contained in a Payment Order. The Depositor shall be responsible for such inconsistencies and shall indemnify and hold the Branch harmless from any loss, liability, expense or damage it may incur as a result of such inconsistency, including without limitation, attorneys’ fees and expenses.

J. Information Requests. Upon request, the Depositor will provide the Branch with any transaction information necessary for the Branch to handle inquiries and tracing, including, but not limited to, dollar amounts, account(s) affected, dates, and beneficiaries.

K. Rejections. If the Branch determines not to honor or execute a Payment Order received from the Depositor, it shall endeavor to notify the Depositor of such determination using the same means of communication used by the Depositor to transmit the Payment Order to the Branch (e.g., a telex notice of rejection if the Payment Order was sent by telex, a letter if the Payment Order was sent by letter) or by communicating with the Depositor in accordance with the procedures for notices contained herein. The Depositor agrees the foregoing constitutes a commercially reasonable means of notice and understands that Payment Orders communicated to the Branch in a manner that does not comply with this Section 18 might not be executed by the Branch and the Depositor may not receive notice of rejection.

L. Recording. The Branch is authorized (but is not obligated) to record electronically and to retain telephone conversations between the Depositor and/or the Authorized Persons and the Branch. Our understanding of any oral instructions shall be controlling in the event of a discrepancy with any written confirmation of such instructions, whether or not the Branch records a conversation, or if any available tape recording is not understandable.

M. Branch Depositors.

(1) Liability for Losses Suffered by Originator. If under applicable law the Depositor is not deemed the originator of the funds transfer to which a Payment Order relates, the Depositor agrees to indemnify and hold harmless the Branch for any loss or liability owed to such originator to the extent that such loss or liability would not have been incurred if the Depositor had been the originator.

(2) Off-Line Banks. If the Depositor is an off-line bank, and the Depositor does not expressly notify the Branch in writing that it maintains an account for another bank, the Depositor warrants to the Branch that the Depositor does not act as an intermediary bank or a beneficiary’s bank with respect to payment Orders received through Fedwire.

N. Statements of Account and Notification of Errors. The Branch shall provide the Depositor monthly (or more frequent) statements or advice as described in this Agreement describing each Payment Order made on behalf of the Depositor. We shall mail or deliver to you, at the address set forth in our records, or at such other place as you may hereafter designate in writing to us, a confirmation or periodic statement stating the date and amount of each transaction. You shall examine such notification and advise us within a reasonable period of time, not to exceed thirty (30) calendar days after you receive the confirmation or statement, whichever is received first, of any unauthorized, duplicate, erroneous, or erroneously executed Payment Order. Your failure to timely notify us within the thirty (30) day period discharges us of any obligation to pay you interest on any principal amount to be refunded to you. Moreover, your failure to notify us of any claim for an unauthorized Payment Order or an erroneously executed Payment Order within sixty (60) calendar days of your receipt of notification reasonably identifying the Payment Order discharges us of any obligation to refund the principal amount of such Payment Order. By this provision the parties are agreeing to alter the time limit specified in §670.505, Fla. Stat., as amended from time to time. We will, upon request, provide you with such additional information with respect to the Payment Order as you may reasonably request. You acknowledge that if we provide hold mail or collective mail service to you, you shall be deemed to have received, for all purposes of this Agreement, statements, confirmations or other notices when such statements confirmations or notices are made available to you at our office, or such other address as is most recently provided by us to you.

O. Fees. The Branch may charge, and the Depositor shall pay to the Branch promptly, the Branch’s usual and customary fees as determined from time to time for services provided under this Section 18. Unless otherwise agreed in writing, the Branch is authorized to collect such fees by making appropriate charges to the Account.

P. Other Payments. The Depositor agrees to pay to the Branch, upon demand, all sales and other taxes, however designated or levied, that are paid or payable by the Branch based upon such fees, the Branch’s services hereunder, or this Section 18, excluding, however taxes based upon the Branch’s net income.

Q. Incoming Payment Orders; ACH Payments. Payment Orders accepted by the Branch and received for credit to the Depositor’s Accounts will, at the Branch’s option, be advised electronically, by first-class mail or as otherwise arranged. Unless otherwise arranged, no advice shall be sent in connection with
automated clearing house ("ACH") credits. ACH credits to the Depositor's accounts are subject to revocation and charge back, or claim or refund, in the event that the Branch fails to receive final settlement. This paragraph shall survive the termination of this Agreement. This Section 18 does not address the terms upon which the Depositor may transact Payment Orders through an ACH. Such arrangements, if any, are to Section 19 hereof.

R. Limitation of Liability/Duty to Cooperate.

(1) THE BRANCH SHALL HAVE NO DUTY TO ACCEPT AND EXECUTE ANY PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT OF ANY PAYMENT ORDER INITIATED BY YOU, AND THE BRANCH SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT OF A PAYMENT ORDER, UPON ITS EXECUTION THEREOF. THE BRANCH SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN YOUR PAYMENT ORDERS. FURTHERMORE, YOU CONFIRM YOUR UNDERSTANDING THAT OUR SECURITY PROCEDURES ARE NOT DESIGNED TO DETECT ERRORS IN ANY PAYMENT ORDER. THE BRANCH 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 THE BRANCH BE LIABLE FOR ANY OTHER CAUSE BEYOND THE CONTROL OF THE BRANCH.

(2) THE BRANCH SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE OR EXEMPLARY DAMAGES OR LOSSES THAT THE DEPOSITOR MAY INCUR OR SUFFER BY REASON OF THE BRANCH'S ACTIONS OR INACTION CONCERNING A FUNDS TRANSFER.

(3) The Depositor acknowledges that the Branch is subject to various laws and governmental regulations and agrees that the Branch shall be excused from any performance hereunder that would conflict or be inconsistent with such laws or regulations.

(4) The Branch shall not be responsible for any losses damages from its inability to complete a transfer or Payment Order requested by the Depositor due to acts of God, fire, floods, hurricanes, action of any governmental authority, mechanical, computer, telecommunications or electrical failures, equipment malfunctions, war, civil insurrections, unrest or disturbance, urban or other guerrilla or terrorist activities, riots, strikes, lock-outs, boycotts, blockades or any other similar circumstances.

(5) The Depositor confirms to the Branch that neither the provisions of this Section 18 nor any transaction contemplated hereunder will violate any currency exchange control regulations or any other legal restrictions applicable to the Depositor.

(6) The depositor shall execute any documents and perform any acts reasonably requested by the branch in order to assist in recovering funds from or in any other transaction with any third party or third parties.

S. Indemnification. Except as may be limited by law, you agree to indemnify the Branch and to hold the Branch harmless from and against each and all of the following (the "Liabilities"): (a) any costs and expenses incurred by the Branch in its execution of a Payment Order or in its performance of the terms and conditions of this Agreement; (b) all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement and/or the Branch's execution of any Payment Order; (c) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of the Branch's execution of any Payment Order or otherwise performing any duties or obligations arising under the terms and conditions of this Agreement; and (d) any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by the Branch as a result of any of the foregoing or because of any breach of the rules and conditions by you. The Branch is hereby authorized to set-off the amount of any of the Liabilities against any of your accounts at the Branch.

T. Foreign Currency. Should the Branch receive a Payment Order from you requiring the Branch to effectuate a payment in a currency other than U.S. Dollars, the Branch shall proceed to debit your Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at the Branch's prevailing rate of exchange prior to the execution or payment of the 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 the Branch, as appropriate, in order to permit the Branch to complete the conversion of currency.

19. ELECTRONIC FUND TRANSFERS.

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 certain consumer accounts. 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. This section only applies to those accounts to which Regulation E applies.

The Branch provides the following EFT services:

- Direct deposits into your designated Account(s);
- Pre-authorized deductions from your designated Account(s);
- Transfer funds between your Accounts whenever you request;
- Pay bills directly by telephone from your Accounts in the amounts and on the days that you request; and
- Check balances in your Accounts.

A. Check Card. At the present time the Branch does not offer Check Cards.

B. ACH Debits and Credits. From time to time, originators that you authorize may send ACH credits or debits for your Account. With respect to each such transaction, you agree that the transaction is subject to the National Automated Clearing House Association Operating Rules and any local ACH operating rules then in effect (collectively, the "ACH Rules"). You agree that we may rely on the representations and warranties contained in such rules and can either debit or credit your Account as instructed by such originator. Under the ACH Rules, funds transfers sent through an ACH are provisional and may be revoked prior to final settlement. If the funds transfer is revoked prior to final settlement, we may charge any of your Accounts for the amount credited. 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 may give us payment orders for ACH system funds transfers to and from third party accounts only if you have a separate agreement with us for those services. 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.

C. Foreign Remittance Transfers. For purposes of this Agreement, a "Foreign Remittance Transfer" is an electronic transfer of funds 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 Section 19(D) are different from any of the provisions in this Agreement or any other disclosures made available by Bank to you, the terms of this Section 19(D) will govern for any Foreign Remittance Transfers.

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

The Branch 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 the Branch with accurate information regarding the 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 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 the Branch with information regarding the currency in which the beneficiary account is maintained. You understand and acknowledge that the Branch 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 this Agreement. Furthermore, the Branch will not be responsible for any error in the information the Branch 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 the Branch sends your Foreign Remittance Transfer request.

If your Foreign Remittance Transfer request is received by the Branch on a non-Business Day or after 2:00 pm on a Business Day, it will not be processed until the next Business 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 Section 19 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 the Branch within 180 days of the date indicated by the Branch that the funds would be made available to the beneficiary of the transfer. At that time, the Branch 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. The Branch will determine whether an error has occurred within 90 days after you contacted us. If the Branch determines that an error has occurred, the Branch 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.

D. Consumer Liability. Tell us AT ONCE if you believe your PIN, device or other access code has been lost or stolen, or if you believe that an electronic funds transfer 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) business days after you learn of the loss or theft of your PIN, device or other access code, you can lose no more than $50 if someone used your card without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your PIN, device or other access code, and we can prove we could have stopped someone from using your PIN, device or other access code without your permission if you had told us, you could lose as much as $500. If your statement shows transfers that you did not make, TELL US AT ONCE. 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.

F. Contact us if you believe your PIN, device or other access code has been lost or stolen or in the Event of an Unauthorized Transfer. If you believe your PIN, device, or other access code has been lost or stolen or that someone has transferred or may transfer money from your Account without your permission call us at +1 (305) 929 0880 or write us at: ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A., 1395 Brickell Avenue, Suite 1500, Miami, Florida 33131, Attention: Customer Service. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your check without your permission.

G. Business Days. For purposes of these disclosures, our business days are any day other than Saturday, Sunday and U.S. federal legal holidays.

H. Electronic Check Conversion. You may authorize merchant or other payees to make a one-time electronic payment from your checking Account to pay for purchases and pay bills.

I. Fees. For charges applicable to EFT services, please refer to the Schedule of Fees and Charges.

J. Confidentiality. In accordance with our privacy policies, we will disclose information to third parties about your Account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your Account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders, or (iv) if you give us your written permission.

K. Preauthorized Credits. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at +1 (305) 929 0880 to find out whether or not a deposit has been made.

L. Periodic Statements. If your Account is subject to Regulation E you will receive a monthly account statement, unless there are no transfers in a particular month. In any event, you will receive statements as provided in this Agreement.

M. Preauthorized Payments.

1) Right to stop payment and procedure for doing so. 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. Here’s how: Call us at +1 (305) 929 0880 or write us at: ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A., 1395 Brickell Avenue, Suite 1500, Miami, Florida 33131, Attention: Customer Service, 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 and get it to us within fourteen (14) calendar days after you call. If we require written confirmation and do not receive it, we may remove the stop payment order after fourteen (14) calendar days. You must provide us with the exact amount of the payment
and any other information that we may request. We will charge you for each stop-payment order you give according to the Schedule of Fees, as amended from to time.

(2) **Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 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.)

(3) **Liability for failure to stop payment of preauthorized transfer.** If you order us to stop one of these payments three (3) business 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.

**N. 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; or (iii) if circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken. There may be other exceptions stated in another agreement with you. Excessive denials due to insufficient funds in your Account could cause cancellation of your agreement with us.

**O. ATM Fees.** When you use an ATM, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer).

**P. ATM Safety Notice.** Please consider the following ATM safety precautions which offer some helpful hints when using your Personal Identification Number (PIN):

- Be aware of your surroundings, particularly at night.
- Prepare your transaction before going to an ATM, with cash or checks sealed in the deposit/payment envelopes.
- If another person is uncomfortably close to you at the time of your transaction, ask the person to step back before you complete your transaction.
- Refrain from displaying your cash at an ATM. As soon as your transaction is completed, place your money in your purse or wallet. Count the cash later in the safety of your car or home.
- If you notice anything suspicious at an ATM, consider using another ATM or come back later. If you are in the middle of a transaction and you notice something suspicious, cancel the transaction, take your ATM card or deposit envelope, and leave.
- If you are followed after making a transaction, go to the nearest public area where people are located.
- Always protect your ATM card by keeping it in a safe place. If your ATM card is lost or stolen, you should notify us immediately.
- Always protect your PIN. Never give your number to anyone. Never write your number anywhere, especially on your check card. If you choose your own PIN, avoid using obvious numbers, such as telephone numbers, addresses, or birth dates.
- Never give information about your check card or PIN over the telephone. If someone is asking for this information, refuse and immediately notify the Branch.

**Q. Error Resolution Procedure.** In case of errors or questions about your electronic transfers, telephone us at +1 (305) 929 0880 or write us at: ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A., 1395 Brickell Avenue, Suite 1500, Miami, Florida 33131, Attention: Customer Service, 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.

(i) Tell us your name and Account number.
(ii) 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.
(iii) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business 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) business 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) business days, we 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 new Accounts, we may take up to twenty (20) business days to credit your Account for the amount you think is in error. We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

**R. Stop Payment of Electronic Fund Transfers.** 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 check card, device or access code. Therefore, you should not employ electronic access for purchases or services unless you are satisfied that you will not need to stop payment.

**S. Termination of ATM Card, Device or Access Code.** We may terminate your right to use the ATM card, device or access code, at our sole discretion, at any time and for any reason, with or without notice to you. You may terminate at any time the your right to use the ATM card, device or access code; provided, however, that no such termination by you shall be effective against us until we have received written notice from you to the effect that you wish to terminate your use of the device or access code. Upon termination as provided in this paragraph, we are hereby authorized to debit any of your Accounts for the full amount of all debit entries originated by you prior to the date on which the termination occurred.

**20. Deposited Funds Availability Policy.** Regulation CC of the Federal Reserve defines the conditions of availability and is designed to provide you with earliest availability allowed by sound banking practices. It is also designed to protect the Branch against undue risk of loss through dishonored and returned checks. Please read this section carefully to see how it affects you and your deposits. If you have any questions, please contact your local Branch representative. The Branch’s policy is based on the length of time you have been a customer of the Branch, the
type of Account and the amount of the deposit. In some cases, the
way in which an Account is maintained may change the availability of
your deposits. These types of Accounts covered include all business and
personal checking and NOW Accounts. To determine when your
funds are available, the length of the hold is counted in business days
after the day of the deposit. Every day except Saturday, Sunday or
a federal holiday is a business day. If your deposit is made on a day
we are not open for business, then your deposit will be considered
received the next business day. If you make your deposit after the
close of the Branch’s business day (usually at 2:00pm), we consider
the deposit received the following business day. The business date
on which the deposit is considered received is stamped on the face
of the deposit receipt.

A. Next Day Availability. Many of your deposits will be made
available to you the NEXT BUSINESS DAY after the day of deposit,
regardless of other factors concerning your Account. The deposits are:

U.S. Treasury checks that are payable to you.

Wire transfers, including pre-authorized credits, such as social
security benefits and payroll payments.

Checks drawn on the Branch. *

Cash deposited in person.

Federal Reserve Bank checks, Federal Home Loan Bank
checks, and postal money orders, deposited in person and if
these items are payable to you.

State and local government checks deposited in person, made
payable to you and if issued in the state where the Branch is
located. **

Cashier’s, certified and teller’s checks deposited in person and if
payable to you. *

First $225 (or total amount of the deposit if less than $225) of
non “next day” checks.

* The Branch only allows cash deposits made in person.

** In order to receive next-day availability on these items, you will need
to complete a separate deposit slip for them and request next-day
availability from tellers.

B. Availability of Other Check Deposits. Your ability to withdraw
funds other than those considered “next-day” items depends primarily
on: (i) the length of time you have had an Account with the Branch;
and (ii) the type of check (certain other checks). For purposes of this
section, a “local check” is a check drawn on a financial institution
located in the same check processing region as the Branch. Effective
February 27, 2010, there is a single check processing operation.
All checks drawn on U.S. banks are now considered local check.
In addition, “certain other checks” are defined as: checks drawn
on Federal Reserve Bank or Federal Home Loan Bank, state or
unit of general local government, U.S. Postal Service money orders,
Cashier’s check, certified or teller checks not deposited in person.

The first $225 from a deposit of a local check and certain other
checks will be made available on the first business day after the day
of your deposit. The remaining funds will be available on the second
business day after the day of your deposit. For example, if you deposit
a local check of $700 on a Monday, $225 of the deposit is available
on Tuesday. The remaining $475 is available on Wednesday. Until
your funds are made available, you may not withdraw the funds in
cash or write any checks against the funds.

C. Longer Delays May Apply. Funds you deposit by check may be
delayed for a longer period under the following circumstances:
We believe a check you deposit will not be paid.
You deposit checks totaling more than $5,525 on any one day.
You redeposit a check that has been returned unpaid.
You have overdrawn your Account repeatedly in the last six
months.
There is an emergency, such as failure of computer or
communications equipment.

The check you are depositing is a foreign check, in which case
we may lengthen the time before your deposit is available.

This includes, but is not limited to, foreign traveler’s checks
and foreign cashier’s checks. A foreign check is any check
drawn on a bank located outside the United States (not
including the U.S. Virgin Islands or Puerto Rico).

We will notify you if we delay your ability to withdraw funds for
any of these reasons, and we will tell you when the funds will be
available. They will generally be available no later than the seven
(7) business days after the day of your deposit.

D. New Customers (30 Days or Less). If you are a new customer
(30 days or less), the following special rules will apply during the first
30 days your Account is open:

Funds from electronic direct deposits to your account will be
available on the day we receive the deposit. Funds from deposits of
cash, wire transfers, and the first $5,525 of a day’s total deposits
of cashier’s, certified, teller’s, traveler’s, and federal, state and
local government checks will be available on the first business
day after the day of your deposit if the deposit meets certain
conditions. For example, the checks must be payable to you (and
you may have to use a special deposit slip). The excess over
$5,525 will be available on the ninth business day after the day
of your deposit. If your deposit of these checks (other than a U.S.
Treasury check) is not made in person to one of our employees,
the first $5,525 will not be available until the second business day
after the day of your deposit.

Funds from all other check deposits will be available on the
ninth business day after the day of your deposit.

If you already have an Account with us and are opening
an additional Account, it generally will be given the same availability
as the original Account.

E. Additional Notes. Please remember that even after your funds are
available, you are still responsible for checks you deposit that
are returned to us unpaid and for any other problems involving
your deposit. Also, if we cash a check for you that is drawn
on another bank, we may withhold the availability of the same
amount of funds that are already in your Account. Those funds
will be available according to the same schedule, which would
have applied if you had deposited the check.

21. SUBSTITUTE CHECK AND YOUR RIGHTS. When the
Branch processes checks for deposit to your Account and checks
drawn by you on the Branch for payment, the Branch will make an
image of the checks. The Branch will provide you with the image
of the checks drawn by you on the Branch with your Account
statement.

A. What is a Substitute Check? To make check processing
faster, federal law permits banks to replace original checks with
"substitute checks." These checks are similar in size to original
checks with a slightly reduced image of the front and back of the
original check. The front of a substitute check states: "This is a
legal copy of your check. You can use it the same way you would
use the original check." You may use a substitute check as proof
of payment just like the original check. Some or all of the checks
that you receive back from us may be substitute checks. This
section describes rights you have when you receive substitute
checks from us. The rights in this notice do not apply to original
checks or to electronic debits to your Account. However, you have
rights under other law with respect to those transactions.

B. What are my rights regarding Substitute Checks? In certain
cases, federal law provides a special procedure that allows you to
request a refund for losses you suffer if a substitute check is posted
to your Account (for example, if you think that we withdrew
the wrong amount from your Account or that we withdrew money from
your Account more than once for the same check). The losses
you may attempt to recover under this procedure may include
the amount that was withdrawn from your Account and fees that
were charged as a result of the withdrawal (for example, bounced
check fees). The amount of your refund under this procedure is
limited to the amount of your loss or the amount of the substitute
check, whichever is less. You are also entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to $2,500.00 of your refund (plus interest if your Account earns interest) within ten (10) business days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) no later than 45 calendar days. We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

C. How do I make a claim for a refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at: ABANCA USA, Florida Branch of ABANCA Corporación Bancaria, S.A., 1395 Brickell Avenue, Suite 1500, Miami, Florida 33131, Attention: Accounts Payable Department. You must contact us within 60 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check (identifying information, for example the check number, the name of the person to whom you wrote the check, the amount of the check).

22. SOURCE OF FUNDS; COMPLIANCE WITH LAW. The Depositor understands and acknowledges that the Branch is required under applicable law and its own policies and procedures to take steps to combat the use of the Branch’s products, services and facilities in furtherance of money laundering and other illegal activities. The Depositor represents, warrants and covenants that all funds now or hereafter deposited in the Account(s) shall (i) have a lawful source, and that the Depositor shall not conduct or initiate any transaction in or through the Account(s) or the Branch that is unlawful under the laws of the United States, the state where the Branch is located or any other jurisdiction the laws of which are applicable to such transaction, and (ii) comply in all material respects with the Federal Reserve Act and applicable provisions of Regulation K adopted thereunder, as each may be amended. Furthermore, the Depositor shall not conduct or initiate any transaction in or through the Account(s) or the Branch with (i) any person named on the list of Specially Designated Nationals or Blocked Persons maintained by the United States Department of the Treasury’s Office of Foreign Assets Control (OFAC), as such list may be amended from time to time, or (ii) (A) an agency of the government of a country subject to the sanctions program identified on the list maintained by OFAC (a “Sanctioned Country”), (B) an organization controlled by a Sanctioned Country, or (C) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

23. SECURITY AND SAFETY MEASURES. There are several precautions that you can and should take to help decrease the risk of unauthorized transactions from your Account(s). Such precautions include, but are not limited to:

- Safeguarding and not disclosing to third parties information about your Account, such as your Account number;
- Keeping your account information safe and secure;
- Choosing strong, unique passwords for your accounts; and
- Enabling fraud protection services where available.

UNIVERSAL ACCOUNT AGREEMENT

Safeguarding materials and information which can be used to access your Account including, but not limited to, your checkbook, blank or unused checks, electronic access devices including check (debit) and ATM Cards, personal identification numbers and any passwords or other access-related information, to prevent them from being misused by an unauthorized party;

Changing passwords regularly and always use strong passwords that include multiple character types such as upper and lower case letters, special characters and numbers;

Calling us immediately at +1 (305) 929 0880 if you suspect any problem with your Account or unauthorized activity, or if your checkbook or unused checks are lost, stolen or misplaced;

Reviewing carefully your checkbook and unused checks for unauthorized activity if you suspect that any of these items may have been stolen or tampered with or if you are the victim of theft or your property is burglarized;

Promptly and carefully reviewing your statement each month for unauthorized activity or missing deposits;

Closing your Account immediately upon discovery of any known or suspected unauthorized activity. When you report missing, stolen, or unauthorized checks, we may recommend that any Account(s) that has been compromised by unauthorized or fraudulent activity be closed. If you decline this recommendation and elect to leave your Account open, the Branch shall not be liable to you for subsequent losses on the Account due to unauthorized activity and we may require you to indemnify us for any losses we incur as well;

Limiting your telephone transactions with us to landline telephones. Cordless or cellular phone conversations can be intercepted without your knowledge or authorization;

Safeguarding your facsimile signature devices, if any;

Issuing any checks with care to avoid alterations or forgeries. Precautions include, without limitation, using a dark colored permanent ink to write out your checks, making sure the numeric and written amounts match and are readable, and making sure there are no blank or open spaces in the body of the instrument where the words or figures are to be inserted; and

Shredding documents with personal information before throwing them away, including credit card receipts, old cards and pre approved offers.

In addition, from time to time we may make available to you certain products and services that are designed to detect and/or deter check fraud. Although we in no way represent or warrant that a product or service will be completely effective in detecting and/or deterring fraud, we believe that the products and services which may be offered could reduce the likelihood that certain types of fraudulent items will be paid against your Account. You agree that if you fail to make use of any of these products or services, or if you fail to follow these and other reasonable precautionary safety measures, you will be precluded from asserting any claims, causes of action, lawsuits and/or proceedings against us for paying any unauthorized, altered, counterfeit or other fraudulent item that such product, service, or precautionary measure was designed to detect or deter, and we will not be required to recredit your Account or otherwise have any liability for paying such items.

24. COMPLETE UNDERSTANDING: CONSTRUCTION OF AGREEMENT. This Agreement and any related Account opening documentation, Signature Card and other documents executed by you at the time you opened the Account, as amended from
time to time, constitute the complete understanding and agreement between the parties hereto on the matters set forth herein, and shall supersede all prior or contemporaneous agreements or understandings on such matters. If any terms or provisions of this Agreement are declared invalid, illegal or unenforceable by any court of competent jurisdiction, the validity, legality or enforceability of the remaining terms and provisions of this Agreement shall in no way be affected or impaired thereby. No ambiguity in any provision of this Agreement shall be construed against the Branch by reason of the fact that the Branch or its legal counsel drafted such provision. The use of captions in this Agreement is for convenience only; no caption is part of this Agreement or shall affect the meaning or construction of this Agreement.

25. DECLARATIONS OF ACCOUNT HOLDER(S). By signing the Account opening documentation, Signature Card and other documents executed by you at the time you opened the Account, you hereby certify that: (i) you have reviewed the information contained in said documentation and that all information provided to and all documents delivered to the Branch are true and correct in all respects; (ii) you will promptly inform the Branch of any changes in such information; (iii) you understand that the relationship between you and the Branch is governed by this Universal Account Agreement and the terms of the Branch’s Universal Account Agreement are subject to change; (iv) you irrevocably agree that this Universal Account Agreement will be governed by the laws of the State of Florida; (v) you irrevocably submit to the jurisdiction of any state or federal court sitting in Miami-Dade County, Florida in any action or proceeding relating to such account(s); (vi) waive any right you may have to claim that this is an inconvenient forum; and (vii) YOU IRREVOCABLY AND VOLUNTARILY WAIVE (AS DOES THE BRANCH, BY ITS ACCEPTANCE OF SAID DOCUMENTATION) ANY RIGHT TO A TRIAL BY JURY IN ANY LITIGATION RELATING TO THIS DOCUMENTATION OR TO THE UNIVERSAL ACCOUNT AGREEMENT (AS IS SET FORTH MORE FULLY IN SECTION 29 OF THIS UNIVERSAL ACCOUNT AGREEMENT). Also you hereby certify that the funds deposited in this Account belong to you. (This not being the case, you are hereby committed to provide information regarding the owner of such funds.)

26. BRANCH’S RIGHT OF WAIVER. The Branch may, without prejudice to it in any respect, waive any of the foregoing terms and provisions in any specific instance, but any such waiver shall apply to such instance only.

27. WAIVER OF SOVEREIGN IMMUNITY. To the extent that any of you has or hereafter may acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations under this Agreement and, without limiting the generality of the foregoing, agree that such immunity is hereby waived to the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America, as amended, and that the waivers set forth in this provision are intended to be irrevocable for purposes of such Act.

28. BINDING AGREEMENT; RESTRICTION ON ASSIGNABILITY. This Agreement shall be binding upon your heirs, legal representatives, successors and assigns. Notwithstanding the foregoing, your rights and obligations under this Agreement shall not be assignable by you without the prior written consent of the Branch, and any purported assignment of the same without such prior written consent shall be null and void.

29. WAIVER OF JURY TRIAL AND COUNTERCLAIMS. IN ANY LEGAL ACTION BETWEEN THE DEPOSITOR AND THE BRANCH ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN, THE DEPOSITOR AND THE BRANCH EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY AND TO ASSERT UNRELATED NONMANDATORY OR NONMANDATORY COUNTERCLAIMS. FURTHERMORE, EACH OF THEM HEREBY CERTIFIES THAT THE FOREGOING JURY WAIVER IS A MATERIAL INDUCEMENT TO THE BRANCH TO ENTER INTO THIS AGREEMENT, AND EACH OF THEM CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER HAS REPRESENTED (EXPRESSLY OR OTHERWISE) THAT THE OTHER WOULD NOT OR MIGHT NOT ENFORCE THIS JURY WAIVER.