

## Agreement Plan for Revolving Account from Banco San Juan Internacional Inc. MasterCard

Valid since: 11/06/2017

I recognize, represent and agree as a shareholder, associate, executive official or properly authorized agent, in name of the debtor corporation, (the Corporation) that use of the Card constitutes acceptance of the terms and conditions of this MasterCard Revolving Account Agreement with Banco San Juan Internacional (The Bank), and:

- 1) that the Corporation is a properly constituted judicial entity, of valid existence and authorized for operations under the jurisdiction laws; it possesses all the required permits, licenses and franchises to operate business; 2) That the Board of Directors or Partners of the Corporation, have given me authorization to act, accept and incur in the obligations, terms and conditions established on this Agreement, including the designation of persons authorized to use this Card under this Agreement; 3) That all the information given for purpose of opening this account is true; 4) That the Bank may conduct investigation and exchange information regarding the shareholders, Partners, Executive officers or Authorized agents and the Corporation with the Credit Bureau and other credit report agencies with the purpose of approving or rejecting said credit; 5) That the account will be used solely for commercial purposes; 6) That the Corporation will be responsible for all the charges, interest and financial fees of all the accounts and cards issued in accordance to this agreement or any other future request to add additional Cards or accounts; 7) That in name of the Corporation and my own, I recognize that the Bank has the right acquired in this agreement to compensate through any existing or future Deposit accounts, the obligations construed in the MasterCard Revolving Account Plan; and 8) that the terms and conditions of this Agreement are as follows:

### Interest rate and interest charges

<b>Regular Annual Percentage Rate (APR) for Purchases and Balance transfers</b>	Your Regular APR for purchases and balance transfers will be 27.99% This APR may vary according to The United States Prime Rate market.
<b>Cash Advances APR</b>	Your APR for Cash Advances will be 27.99% This APR may vary according to the markets Prime Rate.
<b>Penalty APR and when it is applicable</b>	Your penalty APR will be 35.00% This APR may be applied to your account if the required minimum payment is not received within (60) consecutive days from its due date.
<b>Interest Payment</b>	Your payment date will be at least 25 days after the closing of each billing cycle. Interest charges for purchases will not be made when the new balance has been paid on or before the due date of each billing cycle during two consecutive billing cycles or if the balance corresponds to offers that specifically state that it is not necessary to pay off within a determined time period. If you do not pay the new total balance on or before its due date during the two consecutive billing cycles, you will not receive a grace period in purchases. The interest regarding cash advances, balance transfers from other institutions and convenience checks will be applied from the date of the transaction.

Charges	
<b>ANNUAL FEE</b>	\$175.00 Annual Fee, non refundable. \$50.00 Additional Card Fee (if applicable).
<b>TRANSACTION CHARGES</b>	
<b>Cash Advances and Convenience Checks</b>	Cero charges by Banco San Juan Internacional (Third party charges may apply).
<b>Balance Transfers</b>	5.0% of the amount of each transaction (\$5.00 minimum).
<b>International Transactions</b>	1.0% of the amount of US dollars in each transaction made in foreign currency or made in US dollar processed outside of the EEUU. This charge will be made additionally from any other applicable charges. This will be an additional charge from all other applicable charges.
<b>PENALTY FEES</b>	
<b>Returned Checks</b>	Up to \$10.00
<b>Late Payment</b>	Up to \$35.00

## ACCOUNT

Regarding the credit that under this rotating account is granted by Banco San Juan Internacional (Bank), the Corporation pledges to pay the Bank all the fees and charges for purchases and cash advances (including balance transfers from other institutions and convenience checks) made through this rotating account, as well as CHARGES FOR INTERESTS and other charges and fees, agreed upon under the terms and conditions of this agreement. The Corporation may use the Credit Card (Card) to purchase merchandise and services in those establishment in which the Card is accepted and to obtain cash advances subject to the limitations that, from time to time, are established by the Bank. This Rotating account may be requested and used only by personal and corporate entities, non United States of America residents, including its possessions and territories, and the account transactions shall be nominated in US dollars.

## CREDIT LIMIT

The Corporation agrees that the Bank, for its convenience, establishes a credit limit and that the purchases and cash advances that it puts on your rotating account will not exceed your credit limit. When you receive the Cards you will be informed of your credit limit and it will be shown in each monthly statement issued by the Bank. You agree that the Bank may, from time to time, change your credit limit, based on your credit capacity evaluation, payment history or warranty assignment. In the case that you exceed your approved credit limit, the Bank will have the right to cancel the Cards, require their devolution or seize them and close the rotating account. Any amount in excess of the credit limit approved by the Bank will be payed by you (the Corporation) immediately. The minimum payment will include any excess over your credit limit. The Bank may approve purchases or cash advances that exceed your credit limit without resigning its rights under this contract.

## **PLEDGE OF FUNDS**

Regarding the credit that under this rotating account is granted by the Bank, it may require the pledge of funds in a deposit account with the Bank ("Pledged Funds"). The Bank will have the option of the Pledged Funds being in an existing deposit account with the Bank or requiring that you open a new deposit account for this purpose. The Corporation accepts that the Pledged Fund will serve as warranty for any debt or obligation that you acquire under this agreement. Once the Card is emitted, the amount of the Pledged Funds will be equal or higher than 125% from the assigned credit limit based on the evaluation of your credit capacity and payment history. You agree and authorize The Bank to freeze the amount of the Pledged Funds in the deposit account, whilst the duration of this agreement. The Corporation agrees that the Bank will not accept any withdrawal or any kind of debit against the deposit account that will reduce the balance of the account under the 125% of the credit limit assigned without, in such case, the Bank being liable. Any changes made to the credit limit may require a change in the amount of Pledged Funds required in the deposit account, in order to maintain the amount of Pledged Funds in the proportion agreed upon in accordance with the credit limit. The Corporation accepts that the Pledged Funds be used to pay off any debt or obligation acquired by use of the Card in case of breach, or when it is closed by you or the Bank in accordance to this agreement.

## **ANNUAL FEE**

The Annual Fee charge will appear on your first statement after the first Card issuance and on each anniversary of the issuance of the Card. The Annual Fee is not returnable. Please refer to the "Annual Fee" section on the included table.

## **MONTHLY MINIMUM PAYMENTS**

The Monthly Minimum Payments will be determined by the balance due. Also, the minimum payment will include the total amount of the over the limit excess. For Due Balances of up to \$1,000.00 the minimum payment will be \$40.00 or the amount due, whichever is lower. For Due Balances between \$1,000.01 and \$10,000.00 the minimum payment will be 3.3% of the Due Balance. For Due Balances of over \$10,000 the minimum payment will be 2.8% of the Due Balance amount.

## **PAYMENT DISTRIBUTION**

If the Corporation pays the minimum amount required on the monthly statement, said payment will be distributed as follows: First to the INTEREST CHARGES and the remainder will be applied first to the balance with the lower APR and after to the balances with the higher APR in ascending order. This means that the balances with the higher APR will not be lowered until the balances with the lower APR are not completely paid off. If the Corporation paid a higher amount than the minimum payment required, the excess will be applied to the higher debt. The payments made by electronic, phone or mail will be credited on the same day

they were received if they were received on or before 2:00 p.m. from Monday through Friday (except on Holidays) The payments made through mail shall be received at the address that appears on the Statement, be made by check from the Bank and include the payment slip. Payments that do not comply with these requisites may take up to five (5) working days during which they will not collect interests.

#### **MONTHLY STATEMENTS**

The Bank will send a monthly statement via email at the end of each billing cycle. The Corporation must notify the bank in writing of any error, within 60 days after the Statement is sent.

#### **CHARGES FOR CURRENCY EXCHANGE**

Each and every transaction made in foreign currency will appear on your statement in American dollars. The conversion of the foreign currency to American dollars will be made by MasterCard International ("MasterCard") by the use of: a) An exchange rate selected by MasterCard, of the different rates available in the currency market during the date on which your transaction was processed. The exchange rate used by MasterCard for that matter could be different to that rate received by MasterCard, or b) The exchange rate decreed by the government for the date that your transaction was processed. There will be a fee for Currency Exchange for each transaction made in foreign currency. Please refer to the "FEES" section on the included table.

#### **FREEZING OF AVAILABLE CREDIT LIMIT**

The Bank may freeze the available line of credit in your rotating account if the payment is reversed by insufficient funds or returned check. The account freeze will delay the availability of the amount in your credit line for a period of 10 days. This condition will continue in effect on each billing cycle for a term of six (6) billing cycles after said reversal of payment event. This account freeze will apply regardless of the method used for payment.

#### **BREACH**

The Corporation will have breached this agreement if you miss a payment on its due date or become Bankrupt. In the case of a Breach, the Bank may claim payment of the total amount of the debt. If it becomes necessary to refer this charge through the legal system, you may also incur in legal expenses and attorney professional fees, as well as any other amount authorized by law.

#### **ADDITIONAL CARDS**

The Corporation will be responsible for the total payment of Purchases and cash advances made with Cards issued according to authorization made by the Corporation. Only those people authorized by the Corporation may require 1) Credit limit increase or decrease, 2) Issuance of additional Cards, 3) Change of the Mailing address used for Statement deliveries. The Corporation agrees to indemnify and release

the Bank of any responsibility for damages, loss or expenses that result from any action that the Bank may occur in compliance with the instructions given by any authorized person or Card holder.

#### **NOTIFICATION OF ASSIGNMENT**

By way of this document the Corporation assigns, gives as security and transfers the funds given to Banco San Juan Internacional as warranty for any debt or obligation that it may acquire through the use of your Card. You authorize the bank to debit from the Pledged Funds any amount of money that is past due and that is collectable under the terms of this agreement, plus interest, late fees, penalties, cost, expenses, disbursement and professional fees.

#### **REJECTED CARDS**

The Bank is not reliable if a purchase or cash advance is not approved by the Bank or third party even when you have available credit. The Bank may limit the amount of times for approved purchases or cash advances per day. If the Bank detects unusual or suspicious activity in your account, it may temporarily suspend your credit until the legitimacy of the transaction is verified, without it being held responsible for said suspension.

#### **LOST OR STOLEN CARD**

In the case that your Card is lost or stolen, or if you suspect of someone may be using it without your authorization, you must notify the Bank immediately and fill and submit all the forms and information the Bank may require. To notify the Bank of Lost, Stolen or use without consent of of your Card, call 1-800-773- 5335 or 1-787-773-5335 In the case the Card is used by an unauthorized person, you may be reliable for an amount not exceeding \$50.00 if you have given the Bank notification of the loss, stolen or non authorized use of the Card prior to any purchase or cash advance.

#### **AMENDMENTS**

The Corporation agrees that the Bank may change the fees and other terms on this agreement, subject to giving notification required by law or applicable regulation. If the notification is not required with a specific anticipation time, the changes will be in effect at the time of notification. In the case that you do not agree with the amendments in the notification and wish to terminate this agreement, you must notify the Bank of your decision and will continue to pay the balance due at the rate in effect at the amendment notification date.

#### **CANCELLATIONS**

You may cancel this Agreement at any time through the phone by calling 1-844-773-5335 or 1-787-773-5335 The Bank may require a written notification and the submission of the destroyed Card to confirm the cancellation. The Card is property of the Bank, whom reserves its right to cancel or revoke your right to use it at any given time, with or without cause nor previous notification. You will continue to be liable for any due balance payments at the time of the cancellation. If by the time of cancellation you have any due balance under an offer, the regular in effect rate at time of cancellation will be applied.

## MISCELLANEOUS DISPOSITIONS

The Bank's omission to practice any right under this agreement, does not constitute its resignation of such right. If any article or part of an article of this agreement were to be declared null by a court of law or ceased to be in effect by legal or regulatory dispositions, the remaining articles in this agreement will not be affected and will continue in effect and force. The Corporation understands and accepts that the rotating account cannot be requested nor used by any person or entity that is a resident of The United States of America, and its territories and possessions. The Bank reserves its right to convert your rotating account, at its discretion, into another revolving account of the Bank at any given time, as long as you meet with the credit criteria established for the new account. The Corporation is not under obligation to accept this Card, nor will be responsible for any charges unless you choose to accept it. The use of this Card constitutes acceptance of it. If you don't wish to accept this Card, you must notify the Bank within the next 15 days after receiving this agreement, without having used it. By way of this agreement, The Corporation authorizes the Bank to inquire its credit reference and the Bank reserves its right to issue or not, renovation or not of the Card, depending on your payment capability and your credit history. The Corporation will be equally responsible for the full payment of every purchase and or cash advance made with the Cards issued under your rotating account and for the corresponding financing charges and fees. In this agreement the use of the singular form will include the plural; the use of the plural form will include the singular; and the use of either gender pronoun will include the others. All the terms and condition in this agreement will be considered valid and accepted by you and the authorized person(s) through the execution of affirmative acts that indicate the acceptance of it. Both you and the authorized person(s) are equally obliged to comply with all the terms, conditions and obligations stated in this agreement. Be advised that non affiliated entities may charge a service fee for cash advance. This charge must be disclosed to you or the authorized holder of the Card, before processing the transaction and will provide the option to not making it. A copy in English of this agreement may be provided per your request. The Corporation accepts that in case of conflict or inconsistency between the Spanish and English versions of this agreement; the dispositions on the Spanish version will prevail. To notify the Bank that you do not wish to accept this Card, please call 1-844-733-5335 or 1-787-773-5335 This Agreement will be construed under the Laws of The Commonwealth of Puerto Rico.

**What shall you do in case of noticing an error on your Statement:**

If The Corporation finds there is an error on your statement, please write to the following address:

*BANCO SAN JUAN INTERNACIONAL, Card Products Division, Galería San Patricio, B5, Calle Tabonuco, Suite #207, Guaynabo, PR 00968 or to our email [contact@bsji.com](mailto:contact@bsji.com).*

In your letter, you must provide the following information:

- Account information: Your name and account number.
- Amount: the amount in dollars of the alleged error.
- Problem Description: If you find that there is an error on your bill, please describe what you believe to be mistaken and explain why you believe that it is incorrect.

The Corporation must contact us:

- Within the next 60 days after receiving the Statement in which the alleged error is made.
- At least 3 working days prior to any automated payments, if you wish to stop payment on the amount that you believe to be incorrect.

The Corporation must notify us by writing of the alleged potential mistakes. You may call us by phone, but by doing so we are not obliged to investigate the alleged potential mistakes and you may have to pay the disputed amount.