

Demand Deposit Accounts Agreement Banco San Juan Internacional

DEMAND DEPOSIT ACCOUNTS AGREEMENT

This Agreement and all the related documents subscribed by the parties constitute the entire Demand Deposit Accounts Agreement and other bank services between the Depositor and the Bank. Your signature on the Deposit Account Application authorizes Banco San Juan Internacional, Inc., to establish and maintain the Deposit Accounts indicated in said application, which form integral part of this Agreement.

This Agreement as well as any of the rights or obligations stipulated in it cannot be signed over without the written consent of the Bank and the Depositor.

The abstention by any of the parties from exercising any right conferred under this Agreement or of condoning any fault shall not be construed as a waiver of such right or condone the fault on future occasions.

This Agreement, its Appendices and related documents contain all the provisions related to the operation of the Deposit Accounts, their rights and responsibilities, as well as provisions about additional services which you may subscribe to with the Bank.

It is your responsibility to carefully read this Agreement, to which you are subject once the account is established.

APPLICABLE LAW

This Agreement, as well as all the rights and obligations of the parties, is subject to the laws and regulations of the Commonwealth of Puerto Rico. If any clause of this Agreement or of the related documents is declared null or invalid under any law, this shall not invalidate the remaining clauses which shall continue in full force and effect.

INFORMATION TO THIRD PARTIES

The Depositor expressly authorizes the Bank to disclose

information about its accounts or about the transfers made by it in the following events: a) to confirm the existence and condition of its accounts to credit information agencies or deposit account information agencies, or Bank affiliates; b) to comply with orders issued by the courts or by government agencies; c) when necessary to complete or process any transaction or transfer; d) when you authorize It in writing; and e) when necessary, in the ordinary course of the Bank's business.

AMENDMENTS TO THE AGREEMENT

The Bank reserves the right to amend, modify, alter or revoke this Agreement, any of its appendices and any of the rates applicable to the services offered. Any change, except otherwise provided in this Agreement, shall go into effect thirty (30) calendar days from the date on which it is notified to the Depositor. Such notification, unless the regulations in effect otherwise provide, shall be sent by e-mail. The Depositor may, prior to the expiration of the aforementioned period of thirty (30) calendar days and by written notification to the Bank, cancel the account.

DEFINITION OF TERMS

The following terms used in the text of this Agreement, or the Application, or both, shall have the meaning specified:

- a) Assets. The term assets, as used in this Agreement includes trade goods, merchandise and each one of the documents related to them, as well as funds, rights and all manners of property, and all rights, title and interest of the Depositor in such properties.
- b) Account. Means the deposit account opened through the Application.
- c) Checking Account. Account subject to any order of payment



by check as well as other types of payment orders.

- d) Related account of the holder. Means one of the checking accounts opened through the application designated as subsidiary of the main account.
- e) Depositor. Means each and every one of the people designated to make transactions to the account, or person or entity, or both
- f) Working Day. The Bank shall be open for banking operations every day of the year, except Saturdays, Sundays and holidays of the United States of America and of Puerto Rico.
- g) Federal. Of the United States of America.
- h) Local time or Puerto Rico time. Atlantic Standard Time.
- i) Local. Of Puerto Rico.
- j) Recipient. Person or entity that authorizes the Depositor in writing to originate transactions to its account by means of the Automated Clearing House (ACH) or other means or ways of authorized transfers.
- k) Application form: refers to the account application document, provided by the Bank, to open an account.

SECTION I. GENERAL PROVISIONS

IMPORTANT INFORMATION REGARDING PROCEDURES TO OPEN NEW ACCOUNT

To assist the government to combat the financing of terrorism and money laundering activities, federal law requires that Banco San Juan Internacional, Inc. obtains, verifies and registers the information identifying each person who opens an account.

What does this mean to you?: When you open an account, you will be asked your name, address, date of birth and other information which allows us to identify you.

We may also request to see your identification card or other documents which identify you. In the case of legal entities you will be requested information about the incorporation or organization of the entity, the address of its main off information about the officials directors or authorized representatives of the entity and evidence of such authority.

1. DOCUMENTS REQUIRED

The Depositor agrees to open the accounts specified in the Application and agrees that the acceptance by the Bank is subject to the terms and conditions stipulated in this Agreement, also that the Depositor provides the documents

required by the Bank. The Bank reserves the right to close the Account without prior notice, in a term of five (5) working days, when the Depositor does not submit the documentation required.

2. ACCOUNT NUMBER

The Bank shall assign an identification number to the account which the Depositor agrees to enter on all instruments of withdrawals or deposits, as well as in all deposit slips and in any related communication. The Bank shall not assume any type of liability for errors, when the Depositor does not indicate the number assigned to the Account.

The Bank reserves the right to change the Account number. The Bank agrees to immediately notify the Depositor the change of Account number once it occurs.

3. MINIMUM BALANCE

The Bank may require minimum or compensatory balance which shall be informed at the time the account is opened, such balance amount may be modified by the Bank for which notification to the Depositor shall suffice.

4. PRINTED MATERIAL

- 4.1. Upon establishing a checking account, the Depositor may request an initial amount of checks and deposit slips, which must contain the information required by the Bank. The Bank reserves the right to accept the use of instruments issued by third parties. The cost of these instruments shall be charged to the client's account.
- 4.2. The Depositor agrees to verify the checkbooks and deposit slips received to ensure that these are correctly printed, otherwise it must immediately notify the Bank of any error and return them unused. The Bank's liability shall be limited to providing new checks and deposit slips correctly printed.

5. PLACE OF TRANSACTIONS

The Bank shall accept deposits or payment orders or of withdrawal of funds in its Main Office However, the Depositor acknowledges and accepts that the checks issued against a checking account in the Bank shall not be accepted by entities or persons in Puerto Rico, and, consequently, should these be issued, it does so at its own risk. The Depositor releases and agrees to hold the Bank harmless from all liability for returned checks or not accepted pursuant to the provisions in this paragraph 5.



6. DATE OF EFFECTIVENESS OF TRANSACTIONS

The transactions in the Account shall be reflected and be effective on the Bank's working days and times. The transactions received on non-working days shall be deemed received and processed on the following working day. The Bank may open on Saturdays, Sundays and holidays but these days shall not be deemed working days and transactions made on such days shall be processed with the date of the following working day.

7. DEPOSITS

- 7.1. The Bank reserves the right to create an electronic image of the checks and other original instruments it receives in deposit for electronic exchange. This process entails the destruction of such checks or original instruments and at times, the creation of a substitute check.
- 7.2. The deposits may be made in person at the Bank, by mail, by wire transfers or electronic transfer of funds or by any method provided by the Bank. The deposits shall be received subject to the provisions of the applicable laws of the United States of America and Puerto Rico and the regulations adopted by the Bank.
- 7.3. The Bank shall verify the deposited instruments and the deposit shall be duly adjusted in the event of errors.
- 7.4. The Bank shall accept in the Account deposits in transfer of funds and other instruments issued in legal currency of the United States of America or other currency accepted by the Bank, prior to the discount of the expenses or commissions incurred by the Bank in the collection of such instruments.
- 7.5. Deposits shall be deemed received by the Bank according to the following rules:
- a) Deposits made in branches, in automatic tellers located on Bank premises or through any other authorized means, shall be deemed received on the same day of the transaction if made prior to 2:30 p.m., if it is a working day. Those made aft 2:30 p.m., or on non-working days, shall be deemed received on the following working day.
- b) Deposits made through night deposit boxes shall be deemed received on the working day following the date on which the deposit is placed in the box.
- 7.6. All items credited to the Account are conditionally credited or paid subject to the Bank receiving its final payment and the Bank may charge said items to the Depositor's Account,

whether these have been returned or not, until the product of the same is received by the Bank.

- 7.7. To make deposits, the Depositor shall use the deposit slips provided or authorized by the Bank. The Depositor must write, clearly and legibly, the name, account number, deposit date and amount of said deposit. When it does not provide all this information clearly and legibly, the Bank may not credit to the Account the deposit amount until the correct information is determined.
- 7.8. In the event that the Bank determines that the checks or other instruments deposited were unduly or fraudulently issued or negotiated, or in the event that a claim is received to such effect the Bank may debit, from any of the client's Accounts, the corresponding amount. In these events, the Bank shall notify through the account statement the adjustment made.
- 7.9. The Bank reserves the right to not accept deposits to the Account when it deems convenient.

8. ENDORSEMENT OF INSTRUMENTS

The Depositor shall not place endorsement, impression or any other mark on the overleaf of any instrument issued or deposited which adversely affects the legibility of the endorsement of any depositary bank which appears in the area designated for endorsements. The Depositor shall be liable to the Bank for any loss caused by impressions or marks which hinder the reading of endorsements of other banks, regardless of who has made the impressions or marks on the check.

9. WITHHOLDING OF FUNDS

The Depositor acknowledges and accepts that if the Bank receives a citation, summons, order, injunction, embargo, lien or notification (hereinafter judicial requirement) with regard to the Account, the Bank shall act in accordance with such judicial requirement without incurring in any liability to the Depositor. The Depositor agrees to reimburse the Bank all expenses incurred by the Bank by reason of the judicial requirement as soon as notified by the Bank.

10. COLLECTION OF INSTRUMENTS DEPOSITED IN THE ACCOUNTS

10.1. All instruments that are not payable directly by the Bank shall be received by it only as the Depositor agent. The Bank is not liable for instruments sent by mail or other means. The



Depositor expressly accepts any applicable regulations of the Clearinghouse. The Depositor is liable for sent instruments, without liability to the Bank, for the insolvency, negligence, illegal conduct, error or non-compliance of another bank or person, or for the loss or destruction of an instrument in the possession of a third party or in transit.

10.2. The Bank shall charge against the Account the amount of any instrument which has been deposited and which results uncollectible for any reason. In such event, the Bank shall remit the instrument to the Depositor and shall not be liable for the loss or destruction of such instruments. The Bank shall not protest or make any special collection effort regarding such instruments.

11. INSTRUMENTS ISSUED AGAINST THE ACCOUNT

11.1. The Bank is authorized to pay and charge against the Account the checks and orders of payment and of withdrawal issued under the authorized signatures which the Depositor has designated in the documents provided by the Bank for such purposes. The Account shall be charged on the day it receives notification by electronic means that an instrument issued against the Account has been deposited or that an instrument deposited to the Account is being returned.

11.2. The Bank reserves the right to refuse the payment of any instrument issued against the Account that is not issued in accordance with the usual practices of negotiable instruments regarding the date, signatures and negotiability. The Bank, may choose not to pay instruments in which the amount written in numbers is different from the amount written in letters.

11.3. The Depositor accepts responsibility if a postdated check is issued, and acknowledges that the Bank may charge the account for the amount of the checks thus issued presented for collection prior to their date of effectiveness.

11.4. All the instruments executed by the Depositor or their authorized agent may be paid by the Bank to the beneficiary without incurring in any liability if the instruments are paid to the order of fictitious persons, or nonexistent and that fact was known by the Depositor, their employee or other agent providing the names of the beneficiaries.

11.5. In the event of an improper refund by error of the Bank, the Bank shall respond to the Depositor only for real damages

proven.

12. PAYMENTS AGAINST UNAVAILABLE FUNDS

12.1. The Bank is not obligated to accept nor pay instruments issued against unavailable funds and the acceptance by the Bank of such instruments shall not be construed as a waiver of such right.

12.2. The Depositor recognizes and accepts that instruments drawn against uncollected or insufficient funds received by the Bank on the cycle closing date, may appear paid in the statement corresponding to that cycle and thereafter be reflected as returned in the following cycle statement.

13. UNFORESEEN CIRCUMSTANCES

The Bank is not obligated to accept Account transactions in events where due to force majeure or reasons beyond the Bank's control prevent it from carrying out normal operations within the usual work schedules.

14. ACCOUNT OVERDRAFTS

14.1. "The Bank may honor, although it is not obligated to do so, an instrument issued against insufficient funds provided the Depositor maintains with the Bank funds available in other accounts or deposit instruments with the Bank that as a minimum are equivalent to one hundred twenty five percent (125%) of the amount of the overdraft. The Depositor hereby agrees to immediately pay all overdraft and, while there is an outstanding overdraft it authorizes the Bank to block any account or deposit instruments of the Depositor in the Bank for a sum equivalent to one hundred twenty five percent (125%) of the amount of the overdraft until the full payment is received for the overdraft amount plus the interest and corresponding charges.

14.2. In the events in which the Bank honors payments that overdraft the Account, it may impose the service charges applied for the payment of said instruments. The Bank shall impose interest for the amount of the overdraft in the Account at the rates in effect at the time of the overdraft. The charges, as well as the interest shall be charged to the Account and the Depositor shall be responsible for covering said overdraft

14.3. The Depositor releases the Bank from any liability or claim which may arise as a result of direct or indirect damages it may suffer, as a result of the blocking of authorized funds, pursuant to this clause".



15. FRAUDULENT INSTRUMENTS

The Depositor agrees that in the event that the Bank pays or honors an altered instrument or that the signature of the drawer or endorser is forged, the Depositor must present to the Bank a Statement sworn before a Notary Public. The Bank shall not be obligated to consider the Depositor's claim until it receives such statement. In this event, the Bank reserves the right to impute negligence to the Depositor.

16. DATE ON THE INSTRUMENTS

16.1. The Bank has no obligation to pay a check which is not certified if it is presented aft six (6) months from its issue date, but may charge its amount if it pays it in good faith aft such date.

16.2. In the event that the Bank is presented for collection an undated instrument, the Bank is authorized but not obligated, to register in said instrument, at its sole discretion, the date on which it is presented, or any date prior and may consider the check for all purposes as thus dated.

17. SUSPENSION OF PAYMENTS OF ISSUED INSTRUMENTS

17.1. The Depositor may suspend the payment of any instrument issued against one of its accounts, by explanatory letter addressed to the Bank, describing exactly the check number, name of beneficiary, date and amount. Such order must be received in such manner that it offers the Bank a reasonable opportunity to act in accordance to the same prior to any action permitted by law.

The payment suspension letter shall be effective aft 24 hours of local business day from the moment it was received and shall expire six (6) months later. If the Depositor does not confirm in writing the payment suspension order during that period it will be expired. The payment suspension order may be renewed pursuant to the printed material which to such effect is provided by the Bank. The payment suspension order will be null if during the 24 hour period aft having been submitted, the instrument object of the suspension is paid by the Bank or credited to an account belonging to another depositor of the Bank.

17.2. The Bank shall accept payment suspension notifications of checks lost or stolen in blank, under the same terms and conditions provided in point 17.1 of this Section, provided such checks are pre-numbered and contain the account

number and name of the Depositor pre-printed. In such events in which the checks do not have this pre-printed information, the Depositor must close the Account and open another. Otherwise the Depositor shall compensate the Bank in the event of claims and losses for that inadvertent payment of the instruments.

18. AUTHORIZED CHARGES

The Account shall be subject to the service and maintenance charges, as well as those adopted in the future, which shall be notified to the Depositor.

19. DEBT COMPENSATION

The Depositor expressly authorizes the Bank to charge against its Accounts, without prior notification, any sum of money it owes to the Bank, all pursuant to the provisions of applicable laws. The omission or delay in the exercise of this right by the Bank shall not be construed as a waiver of such right. The Bank shall not be liable for the return of the instruments when the insufficiency of funds in the Depositor's Account is due to the realization of the charge or charges aforementioned. It is agreed and understood also that any obligation of the Depositor with the Bank shall be deemed due by the issue of a writ of attachment against the Depositor and the Bank may apply that deposited in the Account or in any other Account for the payment of such obligation.

20. INTEREST IN ACCOUNTS

The Bank will not pay interest on Savings Accounts, except on those accounts selected for such purposes.

21. ACCOUNT STATEMENT

The Bank shall provide the Depositor a monthly account statement by e-mail, which shall reflect the amounts deposited and charged against the Account during the period corresponding to such cycle. An electronic reproduction of the checks paid may be included. The Depositor is obliged to immediately notify the Bank if they can't access their account statement electronically. It is also obligation of the Depositor to verify their account statement and promptly notify any error, unauthorized transaction or incorrect information if there may be any. The Depositor may not make a claim due to an unauthorized signature or an alteration in any instrument that is not notified to the Bank within one (1) year from the date of remittance of the account statement.



22. AUTHORIZED SIGNATURES

22.1. The Depositor agrees that it shall immediately notify the Bank of the change of its powers and in the event of corporations or partnerships, of changes in its directors, officials, executives, administrators and agents or representatives who have been authorized to sign documents related to the Account. Also, it accepts that the Bank may act and accept the authorization issued by the Board of Directors of the corporations or by the partners of the partner ship in which designation is made of the persons authorized to act on behalf of the Depositor and to accept the authorized signatures of such persons according to the specimens of signatures consigned on the Resolution form and on the Signature Card which the Bank provides for such purposes.

22.2. The Depositor agrees that the Bank shall not incur in liability when it pays in good faith any instrument which later results fraudulent or illegally signed, when said signature at the time of presentation and payment reasonably coincides or is similar to the Depositor's signature registered in the Bank.

22.3. The Depositor gives consent to the person whom receives the online username and password, that by being in possession of the accounts administrator email, this person will be entitled and approved by the other account holders to make online transactions. Banco San Juan, Inc. will not be liable for the transactions made by the accounts administrator, since the rest of the account holders are fully aware of the use of the online banking.

23. ACCOUNT CLOSURE

23.1. The Bank may close the account at any time and must notify the Depositor of such action. The balance of the account must be reimbursed to the client and the Bank shall not be liable for refusing the payment of any instrument drawn or deposited in the account aft the delivery of the funds or the closure of the Account. In the event that these deposits or transfers are received and the instruments deposited have been collected, the funds shall be returned to the Depositor as soon as possible aft subtracting any expense incurred in such process. Accounts closed due to overdraft or mishandling shall be reported to the collection agencies and may be informed to credit agencies. However, the Bank reserves the right to close the right to close the Account immediately,

without prior notice to the Depositor and without ulterior liability, if there is suspicion of fraud.

23.2. The Account may be deemed closed when the Depositor withdraws the full balance and, aft doing so, notifies the Bank its intention to close the Account, or lack thereof such notification, if the account reflects a zero balance on the day of the statement cut-off date.

23.3. The Bank reserves the right to close all accounts which reflect overdraft balance for thirty (30) calendar days or more, without prior notice to the Depositor.

24. NOTICES AND NOTIFICATIONS

All notices and notifications that are not covered by specific provisions in this Agreement, except when the laws or applicable regulations provide otherwise, shall be notified by e-mail to the Depositor or through the electronic account statement.

25. AGENTS, REPRESENTATIVES, ATTORNEYS-IN-FACT AND/OR TUTORS

The Depositor shall provide the Bank all required documentation to designate an agent, representative, and attorneys-in-fact or tutor to act on its behalf with all the rights and obligations under this Agreement. When it concerns a corporation, partnership or organization such documentation shall be accompanied by Resolution of the Board of Directors or governing body of the entity, signed before Notary Public in the form and structure accepted by the Bank. Once the designation is accepted, the Bank shall be released from all liability that may be imputed by reason of the acts of such agents or representatives.

26. ADDRESS CHANGES

26.1. The Depositor agrees to notify the Bank in writing, with reasonable promptness, of any mailing and home address changes.

26.2. The Depositor acknowledges and accepts that should there be an notified change to their address, or when the address is different to the one registered and the correspondence sent is returned, the Bank is authorized to retain such correspondence and in such event, shall retain it and shall be for all purposes deemed to have been sent to the Depositor and the Bank shall be released from all liability due to such retention.



27. INACTIVE ACCOUNTS

All accounts which for a continuous period of five (5) years has no activity of withdrawals or payment of funds or of deposits shall be automatically deemed inactive and transactions shall

28. FAX OR TELEPHONE TRANSACTIONS

28.1. The Bank reserves the right to accept or not, transactions to the Account which are originated by fax or telephone calls if there is no agreement to such effect between the Bank and the Depositor.

28.2. Should such agreement exist, the Depositor acknowledges and accepts that whenever the agreed authentication method is used, the instructions received by the Bank through the aforementioned means, shall be for all purposes considered as authorized by the Depositor and the Bank is released from all liability in the execution of such instructions.

28.3. The Depositor agrees to indemnify and release from liability the Bank, its directors, officials and employees, from any claim, complaint, loss or any other procedure or judgment and from any cost, including attorneys' fees, which arise directly or indirectly in all or in part of the negligence, intentional conduct or illegal or unauthorized use of instructions transmitted by fax or telephone.

28.4. When the Bank considers prudent and not liable to the Depositor, it may refuse to execute one or more instructions received by any of the aforementioned means

SECTION II. JOINT ACCOUNTS

1. IN GENERAL

1.1. In the event of joint accounts the Depositors agree with the Bank that all funds deposited in the Account are and shall be property in common.

1.2. You give your consent to the person whom receives the online username and password, by being in possession of the accounts administrator email, this person will be entitled and approved by the other account holders to make online transactions. Banco San Juan, Inc. will not be liable for the transactions made by the accounts administrator, since the rest of the account holders are fully aware of the use of the online banking.

1.3. In the event of joint accounts (and/or) and joint accounts (and), any of the Depositors may order the close of the account

by written order to the Bank. As to the closing of joint accounts, a check for the balance of the Account at the time of closure shall be issued in favor of all the Depositors as they appear subscribed in the Account.

2. JOINT ACCOUNTS (AND/OR)

In these accounts the funds deposited shall be property of each owner as joint individual holder and as such the Bank shall pay the total or partial sum of the funds in the Account to any of the Depositors during their life, separately without the need of the concurrence, knowledge, the consent of the other Depositors and the order of payment or the receipt signed by any of the Depositors for the withdrawal or issue of funds shall be full letter of payment for such amount.

The Depositors give their consent to the person whom receives the online username and password, by being in possession of the accounts administrator email, this person will be entitled and approved by the other account holders to make online transactions. Banco San Juan, Inc. will not be liable for the transactions made by the accounts administrator, since the rest of the account holders are fully aware of the use of the online banking.

3. JOINT ACCOUNTS (AND/OR)

In joint accounts (and), the funds deposited shall be paid by the Bank when all the Depositors concur together all of them signing all the documentation prescribed for the issue or withdrawal of funds.

The Depositors give their consent to the person whom receives the online username and password, by being in possession of the accounts administrator email, this person will be entitled and approved by the other account holders to make online transactions. Banco San Juan, Inc. will not be liable for the transactions made by the accounts administrator, since the rest of the account holders are fully aware of the use of the online banking.

4. DEATH OF ONE OF THE DEPOSITORS

In the event of the death of any of the Depositors, the release by the Bank of the funds in the Account shall be subject to the provisions of law applicable to the jurisdiction where the Account is maintained, which is in effect at the time of the request for the payment of the release of the funds.



5. PLEDGE OF FUNDS

1.1. In the event of joint accounts (and/or), the Depositor's consent that any of them, without the consent, knowledge or concurrence of the other Depositors, may assign as guarantee, security, or pledge all or part of the funds deposited and those deposited in the future in the Joint Account, as guarantee to the Bank the loans granted to any of the Depositors and releases the Bank from all liability for the extraction of funds made in this manner.

1.2. In the event of Joint Accounts (and), the consent of all Depositors is necessary to assign as collateral guarantee, guaranty or pledge all or part of the funds deposited or those deposited in the future in the Joint Account to guarantee to the Bank the loans granted to any of the Depositors.

WIRE TRANSFER

This wire transfer contract (the "Contract") is executed between (the "Client") and Banco San Juan Internacional Inc. (the "Bank"), both (the "Parties"). This contract is applicable to the origin and destination of the wire transfers on behalf of the client. Unless otherwise defined, the terms used in this contract shall have the meanings provided in the Uniform Commercial Code, Article 4A (UCC-4A). Any controversy or claim between the Bank and the Client regarding this Contract shall be elucidated through arbitration pursuant to the Commercial Arbitration Laws of the American Arbitration Association. This contract, together with the contracts related to the accounts used for wire transfers, substitutes any prior contract between the Bank and the Client and shall be binding to the successors, representatives and heirs of the Client. In the event of any inconsistency between this contract and the account contract related to wire transfers, this one shall prevail. If any part of this contract is invalid, illegal or unenforceable, the remaining provisions shall remain in effect.

1. Security Procedure. The client agrees with the security procedure of the Bank mentioned below (the "Security Procedure") and to use the application for wire transfer in effect for each transfer request (and cancellation of a request for transfer) sent. In some events, the Bank may take additional actions to verify the Client's identification or its representative, or to detect an error in the transmission or

content of the transfer request. None of these additional acts shall be considered part of this Contract. Provided the Bank complies with the Security Procedure, the Client shall be liable for the payment of the amount of the transfer plus the respective fees even if the request for transfer has not been transmitted or authorized in fact by the Client. If the Bank does not comply with the Security Procedure, but may prove that the request for transfer was originated by the Client, the client shall be liable for the amount of the transfer plus the corresponding fees. The Client authorizes the Bank to electronically record or otherwise, any telephone calls related to any wire transfers object of this Contract. The request for wire transfers may be transmitted through the internet banking system, by instruction signed in digital form by fax or as insert to an e-mail provided by the Bank.

2. Delivery of wire transfers. All the transmissions of requests for wire transfers must be sent to the wire transfer personnel of the Bank. The transmission must be received by the Bank prior to the local time mentioned below to complete the Security Procedure requested. Requests for transfers received aft said hours shall be treated as received, and executed on the following working day for fund transfers. The hours may vary at the Bank's discretion.

Deadline for domestic wire transfers: 1:00 p.m. Deadline for international wire transfers: 12:30 p.m.

The client may not be able to modify or cancel a request for transfer of funds aft the Bank receives the request. The Bank may at its discretion use reasonable effort to act on the Client's request for the modification or cancellation, but shall not be liable if it does not do so. Also, the Client shall indemnify and hold the Bank harmless from any liability, costs and expenses which the Bank may incur in its modification or cancellation efforts.

3. Processing of Wire Transfers. The Bank shall process the wire transfers requests based only on the information provided by the Client. The Bank may, at its discretion, process the wire transfers request be it through its correspondent Bank, of the Federal Reserve System or of the Society for Worldwide Interbank Financial Telecommunication (S.W.I.F.T.). In the event where the beneficiary of the bank is the same, the Bank may simply debit and credit the appropriate accounts a



required in the authorized wire transfer request.

If a wire transfer request indicates an inconsistency of name and identification number of the intermediary bank or beneficiary bank, the execution of the request shall be based only on the number, even when the number identifies a bank other than the bank named or a person that is not the bank. If a wire transfers describes a beneficiary with inconsistency of name or account number, the payment may be made by the beneficiary bank based only on the account number, even when the account number identifies a person other than the beneficiary named. The obligation of the Client of not having provided exact information shall not be an excuse in these circumstances.

The Bank shall reject any request for transfer or receipt of wire transfer that is not in agreement to the limitations, security procedures, and/or requirements provided in this Contract, or for availability of funds in deposit.

The Client recognizes that any request for wire transfer by the Federal Bank shall be subject to the regulations applicable to the payment orders, including maintenance of registry and information transmission requisites under the Bank Secrecy Act and the regulations pursuant to the same. The Client recognizes and agrees that the Bank may capture and transmit its information (e.g. the name, address and account number) and with regard to any beneficiary (e.g. the name, address, account number and other identification information of the beneficiary) as part of the process of a payment order. The Client agrees to assist the Bank with regard to any requirements imposed to the same in compliance of its obligations.

The Bank shall comply with the regulations issued by the U.S. Treasury Office of Foreign Assets Control (OFAC). If any request for wire transfer is for an entity named on the special OFAC's list of Persons Blocked and Nationals Designated, by Law, the Bank shall not complete the transfer and shall "block" the funds until OFAC issues a written release addressed to the Bank. The Bank shall not be liable to the Client as a result of the rejection of a request for transfers or internal transfer if it complies with the terms of this Contract.

The Bank shall comply with the provisions of the Unlawful Internet Gambling Enforcement Act (the "Act") and regulation GG (Prohibition of Financing of Unlawful Internet Gambling). The Client acknowledges that it is prohibited to originate or

accept knowingly, entries or transactions prohibited or restricted in relation with another person in unlawful internet gambling as defined by the aforementioned Act and Regulation GG, which includes any of the following transactions or transmissions that involve any credit, funds or instruments, and that Regulation GG prohibits to any person involved in the gambling business (which does not include the activities of a financial transactions provider, or any interactive computer service or telecommunications service) of knowingly accepting the participation of another person in unlawful internet gambling:

A. Credit or the beneficiaries of a credit, extended up to or for the benefit of another person (including extended credit through the use of a credit card);

- B. An electronic fund transfer or funds transmitted by or through a money transmission business, as a result of a funds wire transfer or money transmission service, from or for the benefit of said other person; or
- C. Any check, or letter of exchange or similar instrument that is issued by or in name of said other person, and is payable to or through any financial institution.
- 1. Payment to the bank. The Client agrees to pay the Bank, with funds in deposit available and collected, the amount of the wire transfer plus any fee in effect listed by the Bank's Fees Program effective at the time when the wire transfer or internal transfer is executed. The client acknowledges receipt of the Bank's Fees Program located on its webpage. The Bank has the right to request the cancellation of the transfer, or to use any other legal means to collect the amount of the transfer if it is not available to cancel it, including the right of compensation as detailed in the Bank's Deposit Contract if the Client fails to pay, pursuant to this Contract.
- 2. Errors and rejections. The Bank may reject a request for wire transfer for any reason or without reason, including if it receives notification that a wire transfer transmitted by the Bank has been rejected, for insufficiency of funds in the Client's Account, or due to the impossibility to verify the authenticity of the request for transfer of funds pursuant to the security procedures of this Contract, or other reason. The Bank shall notify the Client of the rejection of the wire transfer request by telephone, e-mail, or through the United States Postal Service. The Bank shall not have obligation aft the



transmission of the wire transfer rejection if it does not comply with this contract in relation to the original transfer request.

- 3. Account Reconciliation. It is the Client's obligation to examine the account statement and verify discrepancies related to any payment order. If the Client fails to notify the Bank of any discrepancies within 10 calendar days aft the Client receives the Account Statement or other information sufficient to detect such discrepancy, the Bank shall not be liable for it, and the Client shall indemnify and hold the Bank harmless from liability for any loss of interest with regard to the payment order and any other loss which may have been avoided had it been notified. The Client will not be able to initiate any claim if they fail to notify the Bank within 10 calendar days aft receipt of the statement.
- 4. Methods of Transfer of Funds. The Bank may, at its discretion, process the request for wire transfer be it through a correspondent Bank, of the Federal Reserve System or of the Society for Worldwide Interbank Financial Telecommunications (S.W.I.F.T.). The Bank shall not be liable for failures or delays if these are caused by legal restriction, interruption of transmission installations or communication, equipment failure, war, emergency conditions, or other circumstances outside of its control. Also, the Bank shall be excused in the event that it ceases to accept, execute or liquidate a request for wire transfer, if the same is the result of excess of limitation on its position of "intraday" net funds provided pursuant to the guidelines of the Federal Reserve present or future, or of the breach of any provisions of any risk control program present or future of the Federal Reserve or any rule or regulation of any $other \, state \, or \, federal \, governmental \, regulatory \, authority.$
- 5. Client Liability. The Client shall be liable to the Bank and shall indemnify it and hold it harmless from any and all claims, causes of action, damages, expenses (including reasonable attorneys' fees and other legal expenses), responsibilities and other losses resulting as a consequence of acts, omissions, or providing invalid or imprecise information by the Client or by any other person acting on behalf of the Client, including but not limiting to:

A. Breach of any provision of this Contract by the Client.

B. The debit or credit in the account of any person as requested by the Client; and

C. The failure or delay in action by any financial institution other than the Bank.

Any written notification addressed to the Bank by the Client must be delivered in person or sent through the U.S. Postal Service or by express carrier to the Bank's address provided in this Contract.

6. Bank Liability. The Bank shall be liable only for the realization of the wire transfer services foreseen in this Contract, and up to the limit permitted by law and its internal policies; it shall be liable only for its crass negligence or for its willful misconduct in the rendering of these services. The bank shall not be liable for acts or omissions, by flagrancy of the client or any other person, including without limitation, in any fund transfer system, any Federal Reserve Bank, any beneficiary bank and any beneficiary person, none of which shall be deemed agents of the Bank. Without limitation, the Bank shall be excused for delays or failure to act if it is caused by legal restriction, transmission interruption or communications installations, equipment failure, war, states of emergency, strikes or other circumstances beyond its control. Also, the Bank shall be excused for the delay or failure in the execution of a transfer if it exceeds any limitation in its position of intraday funds established through the guidelines of the Federal Reserve or violation of a risk control program present or future of the Federal Reserve or any rule or regulation of another governmental regulatory authority. In no event shall the Bank be liable for any losses or collateral damages, special, punitive or indirect related to this Contract, including without limitation, the erroneous return of instruments resulting from said acts or omissions. Any liability of the Bank for loss of interest resulting from its error or delay shall be calculated using a rate equal to the rates of Federal Funds in the Federal Reserve Bank of New York for the period involved. The payment shall be made by crediting the appropriate account involved in the transfer of funds.

7. Amendments. The Bank may amend any of the terms and conditions contained in this Contract from time to time, including without limitation, any deadline, any working day, and any security procedure. Said amendments shall be notified to the Client by the Bank by e-mail, and shall be effective on the date provided by Bank in the notification.



8. Notifications, instructions, etc. The Bank shall deem as certain any notification or written communication, it believes in good faith to be genuine and which has been signed by an authorized representative of the Client, and said communication shall be considered as signed by that person. The names and signatures of the authorized representatives shall be indicated at the foot of this Contract. The Client may include or eliminate any of these authorized representatives by written communication addressed to the Bank, in accordance with the forms provided by the latter. Such notification shall be effective on the following working day to the date of receipt, unless specifically agreed to otherwise by the Bank.

Except otherwise specifically established in this contract, any notification or written communication (that does not refer to request for electronic transfers) required or permitted to be delivered shall be delivered or sent by email. In the event of notifications or communications to the Client, these shall be sent to the last known e-mail in the Bank files. If the notification or communication is for the Bank, it must be addressed to the following e-mail: info@bsji.com.

- 9. Information Retention. The Client shall keep registries of each wire transfer request for the following five (5) years from the date of the transfer requested and agrees to provide such registries to the Bank as it requests to assist the reconstruction.
- 10. Terms and Termination. The term of this contract shall start on the day on which a copy signed by the Client of this contract is delivered and executed by the Bank and shall finalize at 5:00p.m., local Bank time, on the first anniversary of this document. Unless terminated by any of the parties, this contract shall be renewed for successive one-year terms.

The Client may terminate this Contract at any time. Said termination shall be effective on the second working day following the date of receipt of the respective termination notification (unless it specifically agrees to an anticipated termination), or that later date specified in such notification. However, the obligation of the Client to pay any amounts pending owed to the Bank under this Contract, shall survive any termination. The Bank reserves the right to terminate this Contract immediately by notifying the client in writing of such termination.

- 11. Entire Contract. This contract, together with the Agreement that govern client accounts (Account Contract), is the complete and exclusive statement between the Bank and the Client, and replaces any prior agreements between the parties. In the event there is any inconsistency in the terms of this Contract and the Account Contract, the terms of the first shall prevail. The Client agrees that all transfers to or from an account in the Bank shall be maintained subject to and limited by any limitations in the number of transfer to or from that account, as provided in the Account Contract.
- 12. Assignment. The Client may not assign its interests or rights provided in this Contract without the prior written consent of the Bank, and thus any assignment shall be deemed null.
- 13. Successors and Assignees. This Contract is of a binding nature and shall benefit the parties and their respective legal representatives, successors and assignees; and, no third party shall have any right against the Bank or the Client.
- 14. Applicable Law. This contract will be ruled and governed by the Laws of the Commonwealth of Puerto Rico.
- 15. The parties. This document may be signed by the parties in several copies, all of which shall constitute a same Contract.
- 16. Waiver. The waiver by the Bank or the Client to any term or provision established in this document shall not be construed as a waiver to the rest of the Contract.
- 17. Authorization. The Client represents and warrants that the account number indicated below is full property of the Clients named, and hereby authorizes charges to be made to the same according to instruction of the same for wire transfers and related fees.

SECTION III. CUSTOMER IDENTIFICATION VERIFICATION

- 1. Pursuant to Title II, section 326 of the USA Patriot Act, financial institutions are required to verify their clients' identification. Therefore to comply with the regulatory obligations and the law, Banco San Juan Internacional, Inc. (the "Bank") is required to ask you a series of questions and information during the account opening process.
- 2. During the account opening process, the Bank shall gather and register information regarding you. Kindly take into account that you will be required to review and confirm that all



the information you provide is precise and true to your best knowledge, and that our account executives have registered all the information correctly as is evidenced in your application/account contract and signature card.

3. If the Bank cannot confirm your identification at the time of opening the account or in our subsequent processes, it may result in your account being frozen of all activity and immediately closed by the Bank.

SECTION IV. POLITICALLY EXPOSED PERSON (P.E.P.)

Federal Regulations require that financial institutions identify personal, corporate accounts and businesses of foreigners who are high ranking political figures in their countries, as well as members of their immediate family and related persons.

- 1. High Ranking Political Figure: A foreigner who presently holds or previously held a high ranking official position in the executive, legislative, administrative, military or judicial branch of a foreign government (whether elected or not), a high ranking official a major political party abroad, or a high ranking executive of a foreign government company; a corporation, business or other entity created by or for the benefit of such individual.
- 2. Immediate family member: Parents, siblings, spouse, children, parents-in-law, sons-in-law, daughters-in-law or siblings-in-law of a foreigner who is a high ranking political figure, according to the preceding definition.
- 3. Close Persons: A person who is known broadly and publicly for having a close relationship with a political or governmental figure.