

(Single Company)

This Master Services Agreement (the “Agreement”) is made and entered into as of _____, 20____, by and between Oriental Bank (the “Bank”), a Puerto Rico commercial bank, and _____ (the “Company,” together with the Bank, the “Parties”), a Puerto Rico _____.

RECITALS

WHEREAS, the Company desires to obtain from the Bank various cash management services to be performed under this Agreement and certain service agreements to be executed between the Parties from time to time, which will be annexed hereto and incorporated into this Agreement; and

WHEREAS, the Bank is willing to provide such services under the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the premises and the covenants, representations and warranties set forth in this Agreement, the Parties agree as follows:

1. SERVICES

Subject to the terms and conditions of this Agreement and in consideration for the fees agreed upon and accepted by the Company in the Service Fee Schedule attached as Schedule A hereto, the Bank shall provide to the Company, and the Company shall obtain exclusively from the Bank, the services selected by the Company (the “Services”) in the Oriental Cash Management Service Form attached as Schedule B hereto (the “Service Form”). Some of the terms and conditions for the Services may be set forth in one or more forms or agreements attached as schedules hereto, including, as applicable, the ACH Origination Agreement attached as Schedule C hereto, the Business Deposit Account Agreement attached as Schedule D hereto (the “BDA Agreement”), the Wire Transfer Agreement attached as Schedule E hereto, the Night Depository Service Agreement attached as Schedule F hereto, and all other schedules to be attached to and incorporated into this Agreement, which shall be identified by sequential letters (each, a “Schedule”), as mutually agreed by the Parties from time to time. The Schedules, Services, and any amendments thereto or hereto, form an integral part of this Agreement. In the event of any conflict between this Agreement and any Schedule, the Schedule shall prevail.

2. GENERAL OBLIGATIONS AND AGREEMENTS OF THE COMPANY

2.1 Bank Account. During the term of this Agreement, the Company agrees to maintain in the Bank the account(s) detailed in the Service Form (the “Account”). The payments processed and credited to the Account pursuant to this Agreement shall be subject to the terms

and conditions regarding the availability of funds established by applicable law and regulations and by the BDA Agreement. In the event that the Company wants the Bank to credit processed payments to a different account, it shall notify the Bank in writing at least thirty (30) days prior to the date on which the Bank shall commence crediting the amounts received to that other account.

2.2 Codes.

- (a) In connection with the Services and for security reasons, the Bank shall create and assign a username and password (collectively, the “Codes”) to the person(s) who shall act as administrator(s) for the Company (each, an “Administrator”) and who shall be expressly authorized by the Company, as set forth in the Service Form and in the corporate resolution provided by the Company, to act on its behalf.
- (b) After the Bank issues the initial Codes as described above, the Company, through the Administrator, will be able to create and assign additional Codes to particular users for access to the Accounts.
- (c) The Company shall take such actions as are necessary in order for it to protect and maintain the confidentiality of, prevent the unauthorized use of, and restrict access to, each Code.
- (d) The Bank shall assume that, and has no obligation to verify if, anyone using the Codes has been duly authorized by the Company.
- (e) The Bank shall not be responsible for the misuse of the Codes, including, but not limited to, their disclosure to unauthorized third parties.
- (f) The Bank shall not be responsible for the use of the Codes by any person or entity authorized by the Company, including, but not limited to, any of its officers, directors, employees, agents or contractors.

2.3 Security Procedures.

- (a) The Bank’s cash management services system (the “System”) has been designed to minimize the possibility of fraud and error by placing the Codes under the control of a person or persons authorized by the Company.
- (b) The System has been designed so that it may be operated only upon entry of the Codes. The Bank shall consider any request for Services or access to the System or Accounts through use of the Codes to be duly authorized, and the Bank shall carry out any instruction given regardless of the identity of the person who is actually requesting the Services or accessing the System or Accounts.
- (c) The Company authorizes the Bank to treat any instruction made on the System with the Codes as if the instructions had been made in writing and signed by the appropriate

authorized officer of the Company. The Bank's records will be conclusive regarding any access to, or action taken through, the System.

(d) The Company accepts responsibility for unauthorized access to the System by its directors, officers, employees, contractors or agents, or by any third party using the Codes.

(e) The Company confirms that it has instituted the proper controls for access to the System through its computers and terminals and with the Codes.

(f) The Company agrees that the Bank shall not have any responsibility to verify the identity of anyone accessing the System with the Codes.

(g) The Company agrees that the security procedures described in this Section 2.3 are a commercially reasonable method for providing security against unauthorized payment orders or any other unauthorized transaction.

2.4 Communication Facilities. The Company shall designate in the Services Form the department, office and/or person(s) that will serve as main contact(s) between the Bank and the Company in connection with the Services and this Agreement.

2.5 Designation of Administrator. The Company shall designate an Administrator in the Service Form and in the corporate resolution provided to the Bank. In addition to the duties and responsibilities described in Section 2.2 of this Agreement, the Administrator(s) will serve as main contact(s) between the Bank and the Company in connection with the Services and this Agreement.

3. SERVICE FEES

3.1 Fees. The Company authorizes the Bank to debit directly from the Account any and all fees and/or commissions agreed upon for the Services. If the Account does not have sufficient funds available on the date that the fees and/or commissions are to be processed, the Company hereby authorizes the Bank to debit such fees and/or commissions from any other Company account(s) with the Bank. In the event that the Service agreed upon consists of the compilation, processing and crediting of payments to the order of the Company, the Company agrees to pay the Bank any and all fees and/or commissions for the Services rendered even under circumstances when any payment received from a client or customer of the Company has not been credited to the Account because the payment was returned or, in any manner, reverted or debited from the Account.

3.2 Amendments. The Company recognizes and accepts that the fees and/or commissions agreed upon for the Services may be amended by the Bank at any time, provided that the Bank notifies the Company in writing or electronically. Such amendments shall become effective as provided in the notice of amendment to the Company. If the Company does not agree with the amended fees and/or commissions, it shall promptly notify the Bank in writing within ten (10) days after the date of the Bank's notice of amendment. In such case, the Bank may, at its discretion, terminate this Agreement, effective immediately, upon providing written

or electronic notice of such termination to the Company. Otherwise, the applicable fees and/or commissions then in effect shall continue to apply. The Company acknowledges and accepts that the fees and/or commissions agreed upon for the Services do not include special services that the Company may otherwise request from time to time from the Bank nor services that are not expressly contemplated in this Agreement. Any request by the Company which requires a change to, or a special or additional requirement for, the procedures established by the Bank for the Services, may entail a change of the applicable fees and/or commissions.

4. TERM OF AGREEMENT; TERMINATION

4.1 Term. This Agreement shall be and remain in effect for a term of one (1) year commencing on the date hereof and shall be automatically extended for additional periods of one (1) year each, unless the Company notifies in writing of its decision not to renew the Agreement at least thirty (30) days prior to the Agreement's scheduled termination date.

4.2 Termination. Notwithstanding anything to the contrary herein, the Bank may terminate this Agreement immediately and for any reason, with or without cause. The Bank shall provide written or electronic notice of such termination to the Company.

4.3 Effect of Termination. Unless otherwise agreed to in writing by the Parties, if this Agreement is terminated, the Bank shall cease rendering any and all Services to the Company as of the date of termination. However, the termination of this Agreement shall not release the Company of any of its payment and indemnification obligations hereunder, including, but not limited to, the payment of all fees and/or expenses accrued through the date of termination.

5. REPRESENTATIONS AND WARRANTIES

Each Party represents and warrants to the other Party that: (i) it is duly organized, validly existing and in good standing under the laws of the Commonwealth of Puerto Rico; (ii) it has full power and authority to enter into this Agreement and perform its duties and obligations hereunder; (iii) it has duly executed and delivered this Agreement; and (iv) this Agreement does not violate or conflict with its organizational documents or any other document or agreement by which it is bound, or with any applicable law or regulation applicable to such Party.

6. LIABILITY AND INDEMNITY

6.1 Indemnification by the Company. The Company agrees to indemnify, release and hold the Bank harmless from any and all claims, damages, losses, expenses, costs, and attorney fees (collectively, "Damages") that the Bank incurs due to the following: (i) a claim by a client or customer of the Company based on merchandise and/or services acquired from the Company or based on any other matter; (ii) a claim by an employee or payee of the Company in connection with the processing of a payment (payroll or otherwise) by the Company; (iii) a breach or default by the Company of any of its duties or obligations under this Agreement; (iv) an error, omission or action by the Company or any of its directors, officers, employees, agents or contractors; (v) a complaint or action filed by a third party as a result of any false or

fraudulent statement or representation by the Company; (vi) a breach or violation by the Company, or any person or entity acting in the name or on behalf of the Company, of any applicable law or regulation; or (vii) the use, misuse, or unauthorized use of the Codes.

6.2 Non-Liability of the Bank. The Bank shall not be liable to the Company for any Damages in connection with the Services, unless such Damages are as a result of gross negligence or willful misconduct by the Bank. The Bank shall not be liable to the Company for any Damages in connection with the use, misuse, or unauthorized use of the Codes. Notwithstanding anything to the contrary herein, the Parties agree that the Bank’s liability to the Company or anyone claiming through the Company shall be limited to the amount of the processed transaction in controversy. The Bank shall not be liable for any delay or default of any of its duties or obligations under this Agreement if such delay or default was caused by force majeure or an “Act of God,” public enemy, fire, storm, flood, earthquake, natural disaster, explosion, epidemic, quarantine restriction, labor strike, or other extraordinary causes that are beyond the control of the Bank, including, but not limited to, any unforeseeable failure related to the Bank’s equipment, information or communications system, or programming, or any defect in the Company’s equipment, information or communications system, or programming. In any of these events, the obligation and responsibility of the Bank shall be limited to the use of reasonable commercial efforts to reestablish the Services to the Company within a reasonable period of time.

The Bank shall not be liable to the Company if the Bank does not process a debit (i) when the Account does not have sufficient funds for any such debit; (ii) when the Account has been blocked in accordance with the policies of the Bank or any order issued by a court of law or any governmental agency with authority to freeze the Account; (iii) when funds in the Account are subject to an attachment order, freeze or other legal procedure that prevents the debit from being effected; (iv) when the authorization to debit the Account is declared null by a court order and such order has been notified to the Bank; (v) when the Bank has received incomplete or inaccurate information or instructions from the Company that would prevent the Bank from processing the debit; or (vi) when the Bank, at its discretion, determines that the authorization for payment would be in contravention of the terms and conditions of this Agreement. Moreover, the Bank shall not be liable to the Company when the Bank processes a debit in accordance with the terms and conditions agreed upon for such Service or when the Company fails to promptly notify the Bank in writing that the authorization to debit the Account has been suspended, revoked or improperly given.

6.3. Survival. The provisions of this Section 6 and of Section 7 below shall survive the termination of this Agreement.

7. CONFIDENTIALITY

The Parties acknowledge and agree that all personal non-public information of the clients or customers of either Party (the “Disclosing Party”), including, but not limited to, information related to the accounts and other client relationships with the Disclosing Party, that has been obtained by the other Party (the “Receiving Party”) in connection with or as a result of the Services, is considered by the Disclosing Party and, at all times, must be considered by the

Receiving Party as confidential information and property of the Disclosing Party (the “Confidential Information”). The Receiving Party further acknowledges and agrees that the business information of the Disclosing Party, including information regarding the Disclosing Party’s clients or customers and business practices, are critical to the Disclosing Party’s competitive position in the market and, as such, is also considered as the Confidential Information of the Disclosing Party.

The Receiving Party agrees to use the Confidential Information of the Disclosing Party solely and exclusively for the purposes contemplated in this Agreement. It also agrees to disclose, reveal, transfer, duplicate, reproduce or allow access to such Confidential Information only to its directors, officers, employees, agents or contractors on a need-to-know basis and, in such cases, shall require such directors, officers, employees, agents or contractors to maintain such information confidentially and not to use it except for the purposes contemplated in this Agreement. The Receiving Party further agrees not to disclose such Confidential Information to third parties without written authorization from the Disclosing Party.

8. OTHER TERMS AND GENERAL CONDITIONS

8.1 Entire Agreement. This Agreement, including all Schedules hereto, shall constitute the final agreement between the Parties regarding the subject matter hereof, and supersedes all prior agreements, negotiations, letters of intent, understandings, and discussions of the Parties, whether oral or written with respect to the subject matter hereof.

8.2 Independent Contractor. None of the Parties shall enter into any agreement in representation of, nor incur in any obligation on behalf of, or in favor of, the other Party. No provisions in the Agreement shall be interpreted as designating any Party as agent, partner or joint venturer of the other Party. When performing the Services contemplated in this Agreement, the Bank shall be an independent contractor of the Company. No employee or contractor of the Bank shall be considered an employee of the Company and no employee or contractor of the Company shall be considered an employee of the Bank.

8.3 Assignment. This Agreement binds and is executed for the benefit of the Parties and their respective successors and permitted assigns. None of the rights, duties or obligations under this Agreement may be assigned or transferred by any Party (whether by provision of law or in any other manner) without the prior written consent of the other Party, which consent shall not be unreasonably withheld or denied. Notwithstanding anything to the contrary herein, the Bank may, without the Company’s consent, transfer, assign or delegate this Agreement, or any right, duty or obligation hereunder or thereunder, to the Bank’s parent company or to any of its subsidiaries or affiliates.

8.4 Publicity. No publicity or announcement shall be made in connection with this Agreement, or any of its provisions, unless the prior written authorization is obtained from each Party.

8.5 Amendments. The Bank reserves the right to amend, from time to time, the terms and conditions of this Agreement upon prior written notice to the Company with at least

thirty (30) days in advance of the effective date of any such amendment, except as otherwise provided in Section 3 of this Agreement. Notwithstanding the above, the Bank reserves the right to amend this Agreement immediately without providing such prior notice to the Company if the Bank reasonably determines that such amendment is earlier required by applicable law or regulation.

8.6 Cumulative Rights. The rights and remedies of the Bank provided in this Agreement are cumulative and in addition to, and not mutually exclusive of, any rights and remedies provided by law. The election of the Bank to exercise any of such rights shall not bar or limit any other right or remedy available to the Bank under the provisions of this Agreement or otherwise. The impossibility or delay of any of the Parties to comply at any time with the provisions of this Agreement shall not be interpreted as a release or waiver thereof, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right. Any waiver by the Bank of any provision of this Agreement shall not be construed as a waiver of any other provision of this Agreement, nor shall such waiver be construed as a waiver of such provision with respect to any other event or circumstance, whether past, present or future.

8.7 Severability. If any provision of this Agreement is declared invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby.

8.8 Notifications. All the notifications, requirements, and any communications required or permitted under this Agreement shall be in writing and sent by postal mail, postage prepaid, or by fax or electronic correspondence (including, without limitation, notices posted on the System), to the following addresses, unless otherwise specified by the addressee:

To the Bank:

Oriental Bank
P.O. Box 195115
San Juan, P.R. 00919-5115
Attention: Operations Department
Fax: (787) 993-4681

To the Company:

Attention: _____
Fax: _____
E-mail: _____

8.9 Governing Law. This Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Puerto Rico.

.....
.....
8.10 Compliance with the Law. The Company agrees that it shall observe and comply with any and all applicable laws or regulations that govern its business or industry.

8.11 Headings. The headings of each section of this Agreement are included for convenience and shall not affect the meaning or any provision of this Agreement.

.....
.....
IN WITNESS WHEREOF, the Parties have each duly executed and delivered this Agreement as of the date first above written.

ORIENTAL BANK

[_____]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

- SCHEDULE A**
Service Fee Schedule
- SCHEDULE B**
Oriental Cash Management Service Form
- SCHEDULE C**
ACH Origination Agreement
- SCHEDULE D**
Business Deposit Account Agreement
- SCHEDULE E**
Wire Transfers Agreement
- SCHEDULE F**
Night Depository Services Agreement
- SCHEDULE G**
Cash Deposit and Delivery Agreement
- SCHEDULE H**
Positive Pay Agreement