

Oriental

Business Deposit Account Agreement



INTRODUCTION

Welcome to ORIENTAL BANK (“ORIENTAL”). We are pleased that you have decided to maintain a banking relationship with Oriental. This booklet, together with the accompanying enclosures, contains the general rules, regulations, terms and conditions (“**Terms and Conditions**”) and other disclosures for the accounts and services that you may select and constitutes an agreement between you and ORIENTAL. References to “**you**” or “**your**” in these Terms and Conditions means the corporation, partnership, agency, association, bank, municipality, organization or other legal entity to whom accounts and services are being provided by ORIENTAL. By signing an account application or signature cards, or by using or continuing to use these accounts and services, you agree to these Terms and Conditions.

These Terms and Conditions may be supplemented by existing or future written agreements, acknowledgments, terms and conditions and notices, including but not limited to, agreements or acknowledgments regarding specific type of accounts maintained with ORIENTAL, or specialized services offered by ORIENTAL as described herein or which by their terms are subject to these Terms and Conditions.

Any term of any such agreements, acknowledgments, terms and conditions or notices which is inconsistent with a provision of these Terms and Conditions shall supersede such provision of these Terms and Conditions for purposes of the particular account or service that is subject thereof. These Terms and Conditions supersede and replace any other Terms and Conditions, or Account Conditions previously sent to you.

Please contact your ORIENTAL Representative if you need any additional information.

I. THE ACCOUNT

You requested ORIENTAL to open and service a demand deposit account for you (your “**Account**”) and ORIENTAL hereby agrees to open and service the Account subject to the following terms and conditions and to the Disclosure Related to the Availability of Funds Deposited in Corporate Transaction Accounts (Regulation CC). ORIENTAL will assign a number to your Account for identification purposes, which number will be used by you in all transactions related with your Account.

II. DEPOSITS, PAYMENTS, TRANSFERS AND WITHDRAWAL SERVICES

1. CREDITS

The types of credits that can be made to your Account include, but are not limited to, deposits in the form of: i) checks, (including Depository Transfer Checks and Preauthorized Checks), drafts, notes, acceptance or other instruments (“**Items**”); ii) cash; iii) transfers of funds from other accounts at ORIENTAL, other financial institutions or other parties; and iv) credits of the proceeds from the sale, redemption or payment of securities.

Except as otherwise notified by ORIENTAL to you in writing with respect to any particular instance, all funds received for credit to your Account will be credited in the same type of funds that ORIENTAL receives. ORIENTAL reserves the right to refuse or to limit any deposit or credit.

ORIENTAL reserves the right to charge any of your accounts for any credit if final payment is not timely received by us. Such charges will be made as of the date that ORIENTAL is charged with respect to the item.

A. DEPOSITS

All deposits you make to your Accounts must be in U.S. Dollars. In receiving items for deposit or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. You specifically authorize us or our correspondents to utilize Federal Reserve bank to handle such items in accordance with provisions of Regulation J, as revised or amended from time to time by Federal Reserve Board. In handling checks, we can follow Federal Reserve rules or use any practice that is common in the banking industry or permitted under the PR-UCC. In the event we are subject to local clearinghouse rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearinghouse. We are not responsible for losses which may occur during the check collection process that are not caused by our own gross negligence or willful wrongdoing.

You can make deposits in person, by mail, or by any other method provided by ORIENTAL. You acknowledge that ORIENTAL, in its sole discretion, may add or remove methods for making deposits from time to time both on a permanent and temporary basis. ORIENTAL does not assume responsibility for deposits made by mail or through any deposit box not controlled by the Bank, until such deposit is acknowledged. If ORIENTAL receives a deposit during a weekend (Saturday/Sunday), holiday or after the banking hours for receiving deposits during a regular business day; said deposit will be considered as received the next business day. The schedule of business days and banking hours will be posted at the branches’ premises and will be subject to changes, from time to time, at ORIENTAL’s discretion.

All amounts to be deposited to this Account, shall be made by

means of personalized deposit slips (in form acceptable to ORIENTAL) or deposits slips accepted by ORIENTAL, to facilitate prompt crediting to your Account. ORIENTAL will credit deposits that comply with these Terms and Conditions.

ORIENTAL may refuse to credit a deposit when the information is incomplete, inconsistent with the information given in the Agreement, or illegible. In such case, ORIENTAL is obligated to return the deposit made to you.

At the time a deposit is made to your Account, the teller will only verify the cash, except rolled coins. Checks and other items will be verified not later than the following business day after the deposit is received. Any discrepancy or omission will be notified to the Depositor. ORIENTAL's determination to this effect shall be final and binding.

In the event that ORIENTAL, in its sole discretion determines that the cash deposited was counterfeit currency or that the checks or other items deposited were issued or negotiated unduly or fraudulently, ORIENTAL will debit the corresponding amount from your Account. You will be notified of any such adjustment.

ORIENTAL may selectively ignore information on checks and other deposited items, other than the signature, the drawer bank and drawer's identification, amount, endorsements, and such other encoded information, as is standard practice to ignore in the banking industry.

Upon receipt of checks and other items for deposit or collection, ORIENTAL acts as a collection agent on your behalf, registering items subject to final settlement. In this case, ORIENTAL's responsibility is limited to exercising ordinary care. Upon final settlement the item is considered collected. If final settlement is not possible, or the cash item must be reversed, ORIENTAL is expressly authorized to debit, without prior notification, any of your accounts. ORIENTAL shall not assume responsibility for any negligent act or omission by correspondent banks, agents or subagents to which the collection of the items deposited was contracted. ORIENTAL shall not be responsible for items lost in transit.

If a check you deposit is returned for insufficient funds or uncollected funds, ORIENTAL may attempt to collect it a second time without telling you first. If any check or similar instrument you deposit to your Account is returned unpaid, ORIENTAL have the right to debit your Account for the amount of such item and adjust any related interest earned. You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your Account that is returned unpaid and for all fees established in this Agreement

ORIENTAL reserves the right to accept or limit any deposit, and to require the withdrawal of a deposit when it deems convenient. Any deposit made to a closed account shall be revoked for such reason the following business day after the deposit is received.

2. DEBITS

The types of debits that can be made to your account include, but are not limited to: i) payment of Items, checks or other instruments drawn on your account; ii) withdrawals of cash; iii) transfers of funds to other accounts at ORIENTAL, other financial institutions or other parties; iv) debits to cover the purchase of

Your account may be debited on the day a Debit Item is presented, certified or accepted, or at such earlier time as notification is received by ORIENTAL by electronic or other means that a Debit Item(s) drawn on your account has been deposited for collection in another financial institution. ORIENTAL shall pay checks and other items drawn on your Account in the order determined by ORIENTAL, even though the payment of a particular check may cause insufficiency of funds in the Account to pay other items that could have otherwise been paid. If there are sufficient available funds to cover some, but not all the payment orders against your Account, ORIENTAL, at its sole option and in its sole discretion, may decide which items to honor.

Further, ORIENTAL may refrain from processing any Debit Item(s) if ORIENTAL reasonably and in its sole discretion determines that it is excessive in relation to the Customer's financial condition. ORIENTAL shall provide the Customer with prompt notice of such determination. A determination of your account balance for purposes of making a decision to dishonor a Debit Item(s) for insufficiency of available funds may be made at any time between receipt of such presentment or notice and the time of return of the Debit Item(s). ORIENTAL shall not be required to make more than one such determination of account balance.

Should any overdraft result from the payment of any Debit Item(s), you will repay the amount of such overdraft upon demand, together with interest thereon in accordance with ORIENTAL's customary practices, provided that ORIENTAL will have no obligation to effect the payment of any Debit Item(s) if such payment will exceed the available funds in the account designated to be debited.

If, for any reason, ORIENTAL is unable to use the payment system you request or if you fail to specify a payment system, ORIENTAL may use any means selected by us to effect payment without prior notification to you. In the event ORIENTAL erroneously returns a payment order, ORIENTAL will be liable to you only for the direct damages resulting from said error, and its liability will be limited to the actual damages that are clearly and conclusively proved by the Depositor. Damages to the reputation, business or activities of the Depositor will not be presumed.

3. AUTHORIZATION

On the terms set forth herein, ORIENTAL is authorized to debit your Account and honor and pay checks and transfer funds without limitation of amount and without inquiry as to the circumstances of issue, negotiation or endorsement or as to the disposition of the proceeds thereof, even if drawn, endorsed or payable to cash, bearer or to the individual order of any signing officer, agent or other authorized signatory or tendered in payment of that individual's obligations.

ORIENTAL may, at ORIENTAL's option, use any means of verifying instructions in addition to any authentication methods otherwise required and, upon notice to you, we also may, at our option, decline to execute any instruction.

Requests to reverse, amend or revoke instructions other than requests to stop payment on checks will be honored by ORIENTAL only with ORIENTAL's consent and that of all other necessary parties. Stop Payment orders will be honored in accordance with Section 20 of these Terms and Conditions.

You will be required to provide ORIENTAL with your Account number and all appropriate information about each transaction so that we may properly execute your instructions.

Should you elect to confirm your instructions in writing we shall not be responsible for notifying you of any discrepancies between your original instructions and your written confirmation. In the event of any discrepancies between your original instructions and your written confirmation, your original instructions shall govern.

4. AUTHORIZED INDIVIDUALS

In order to induce ORIENTAL to honor any request, direction or instruction regarding your Account of and services provided by ORIENTAL to you, including, but not limited to services enumerated in these Terms and Conditions, you hereby agree to indemnify and hold harmless ORIENTAL, its subsidiaries and affiliates and its successors, assigns, correspondents, directors, officers and employees from and against any claims, damages, lawsuits, judgments, liabilities, losses, costs and expenses including attorneys' fees resulting directly or indirectly from ORIENTAL's alleged acceptance or execution of any request, direction or instruction, on the part of any individual listed as a person authorized to act on your behalf in any document provided by you to ORIENTAL.

A. WRITTEN INSTRUCTIONS

ORIENTAL is authorized, but is not obligated, to honor and pay all written instructions regarding your Account including, but not limited to Items (checks, notes, drafts, bills of exchange, acceptances, undertakings, authorizations, letters, or other instruments, orders or Items), whether preauthorized by written signature or by facsimile signature, (including, but not limited to, a computer generated signature) if the instructions bear or purport to bear the signature of a person authorized to sign checks or of a person otherwise authorized to deliver such instructions to us.

In the case of facsimile signatures (including, but not limited to a computer generated signature) Oriental is authorized, but not obligated, to honor and pay Items that bear or purport to bear the facsimile signature of any person authorized to sign Items or deliver such instructions to ORIENTAL in such a manner, regardless of by whom or by what means the actual or purported facsimile signature may have been affixed to the Items or the instructions, if such a facsimile signature resembles the facsimile signature specimen on file with ORIENTAL.

ORIENTAL also may, but is not obligated to, honor any instructions received by email or facsimile transmission if the transmitted instructions bear or purport to bear the signature of any person authorized to deliver such instructions to us regardless of by whom the actual or purported instructions were transmitted or by what means the signature may have been affixed to the instructions if the transmitted signature resembles the signature specimen on file with ORIENTAL.

B. ORAL INSTRUCTIONS

ORIENTAL may but is not obligated to, honor all oral instructions regarding your account if the instructions are given, or purport to be given, by any person authorized to give such instructions to us. Without limiting the foregoing, ORIENTAL may, but shall not be obligated to, require additional verification, by one or more means, before honoring any oral instructions.

C. OTHER TYPES OF INSTRUCTIONS

ORIENTAL may, but is not obligated to, honor all other instructions regarding your account, whether communicated by email, facsimile, computer, wire service, electronic transmission, or any other method of initiating transactions that you may use when delivered to any of our locations prepared to accept such instructions.

Also, ORIENTAL may, but is not obligated to, honor instructions received by email, facsimile or other electronic transmissions if ORIENTAL reasonably believes such instructions to be genuine or if such instructions are received in accordance with any security procedures agreed upon by you and ORIENTAL or in accordance with any other agreements ORIENTAL may have with you regarding the acceptance of such instructions.

ORIENTAL is authorized to rely upon any document provided by you to ORIENTAL that indicates the persons authorized to act on your behalf until the authority for such persons is withdrawn in writing. By using any service provided by ORIENTAL, you represent and warrant that the execution, delivery and performance by you of any agreement or acknowledgment covering such service have been duly authorized by necessary action and do not and will not violate any provision of law or your charter, by-laws, operating agreement or other governing documents, as applicable, or result in the breach of or constitute a default under any other agreement or instrument by which you are bound or affected.

5. AUTHENTICATION

You will be advised of any specific methods of authentication required to accompany specific types of instructions that you give us. The use of such authentication methods shall be governed by any applicable laws or regulations and by any additional terms and conditions applicable to those methods published by ORIENTAL, if any.

You must safeguard any identification codes or other security devices and any facsimiles and make them available only to persons who are authorized to give instructions using them. Unauthorized use of any such security devices or of any facsimiles (including the results of any such unauthorized use) shall be your sole responsibility.

6. NOTICE OF CHANGES

You must provide prompt written notice of any changes in persons authorized to give instructions regarding your account to each of our offices with which you maintain an account or which provides you with products and/or services affected by the change. ORIENTAL may continue to act on the instructions of persons previously authorized until ORIENTAL has received such notice and has had a reasonable opportunity to act upon it. You may, from time to time, request changes in authentication methods. ORIENTAL shall continue to rely on existing authentication methods until ORIENTAL has consented in writing to such changes and has had a reasonable opportunity to implement such changes.

7. DEADLINES FOR RECEIPT OF INSTRUCTIONS

ORIENTAL has established deadlines for receipt of instructions regarding your Account that will be made available to you upon request. If ORIENTAL receives instructions after our established deadlines, ORIENTAL will endeavor to execute them for the day requested. However, if the instructions are not executed on the day requested, they shall be executed on the next business day following receipt of instructions.

8. FINAL PAYMENT OF ITEMS

ORIENTAL chooses the method of obtaining final payment of Items and may use other banks in the process. ORIENTAL is not responsible for actions taken by other banks, nor for the loss or destruction of any Item in the possession of other banks or in transit. ORIENTAL is not responsible for any act or failure to act that is reasonable under the circumstances or that is taken or omitted pursuant to these Terms and Conditions.

9. COLLECTION PROCEDURES

ORIENTAL also may agree with other banks to vary procedures regarding the collection or return of Items, and deadlines in order to expedite the collection process to the extent permitted by applicable law.

10. RESPONSIBILITY FOR THE BACK OF A CHECK

As paying bank, and as bank of first deposit, ORIENTAL is required by federal regulation to place its endorsement stamp in prescribed and restricted positions on the back of a check. Due to these prescribed and restricted endorsement positions, you shall avoid endorsement locations reserved for ORIENTAL and shall further place your endorsement on the back of the check in the area from 0.0 to 1.5 inches from the trailing edge of the check. The trailing edge of the check is defined as the left side of the check looking at it from the front. You assume all responsibility and liability for any claim or loss that you or ORIENTAL may suffer as a result of your: i) issuance of a check in such a manner that information, marks or bands on the back of the check obscure endorsement; or ii) placement of an endorsement on the back of a check which obscures other endorsements, and which thereby causes a delay in the forward processing and/or return processing of the check. ORIENTAL retains the right to refuse to accept a check for deposit when the back of the check is unreasonably obscured.

11. POSTDATED ITEMS

You shall not date an Item later than the day it is written. ORIENTAL shall not be liable for: i) returning a postdated Item unpaid; ii) certifying or paying a postdated Item before its date; or iii) dishonoring and returning other Items drawn, accepted or made by you as a consequence of ORIENTAL having certified or paid a postdated Item. Under present law, ORIENTAL is not obligated to pay any Item presented for payment six (6) months or more after the date of the Item.

12. CHECK SPECIFICATIONS

You agree that all Items used in connection with your Account shall be produced in accordance with ORIENTAL's check printing specifications and industry standards. ORIENTAL shall not be responsible for damages or losses due to any delay or failure in processing, collecting or paying Items not conforming to such specifications or standards. ORIENTAL is authorized to debit your account, without further notice to you, for any damages, losses or expenses (including attorneys' fees) that ORIENTAL may incur as a result of the handling of Items not produced in accordance with such specifications or standards. Should you request ORIENTAL to provide checks, deposit slips or other documents required to effect a transaction, you agree to incur all costs related to the same.

13. ENCODING

If ORIENTAL accepts Items for deposit from you which you or your agents have encoded with MICR encoding, ORIENTAL may rely upon the accuracy and completeness of such encoding in processing the Items for collection or payment. You shall be solely responsible for any encoding errors or defects, including without limitation, amount errors, and shall indemnify and hold ORIENTAL harmless from and against any and all claims, damages, lawsuits, judgments, liabilities, losses, settlements and expenses (including attorneys' fees) resulting directly or indirectly from such encoding.

14. LEGENDS

ORIENTAL shall not be responsible for complying with conditions, restrictions or legends, preprinted or otherwise, on Items drawn on your account.

15. RECEIPT OF NOTICE OF CLAIM

In the event that ORIENTAL receives a notice concerning any claim of unauthorized, improper, or missing endorsement, or drawer's signature, or of alteration or of any other claim

of improper deposit or cashing of any Item deposited or cashed by you, ORIENTAL is authorized to charge any of your accounts in the amount of the claim or any portion thereof and hold such amount in a separate miscellaneous account pending resolution of claim. In the event that ORIENTAL determines to charge any of your accounts, ORIENTAL shall in a timely manner, notify you of such charges. ORIENTAL may exchange information with other person or entities concerning any claim of unauthorized, improper, or missing endorsement or alteration on any Item that is deposited or cashed by you.

16. FUNDS TRANSFER

You may issue payment orders electronically or in writing, as arranged, against your accounts with ORIENTAL Bank, subject to ORIENTAL's acceptance. Payment orders will be received and processed only on ORIENTAL's funds transfer business days, and within established cut-off hours. ORIENTAL shall debit your account for the amount of each payment order and applicable commissions accepted by ORIENTAL. No restrictions upon the acceptance of payment orders by ORIENTAL or upon the accounts, which ORIENTAL may debit, shall be binding unless agreed by ORIENTAL in writing. ORIENTAL shall review that all funds transfers issued by you comply with the requirements set forth by the Office of Foreign Assets Control ("**OFAC**").

Instructions requesting cancellation or amendment of a payment order must be received no later than 3:00 p.m. Atlantic Standard Time or prior to execution of payment order. In the event the payment order has been completed, amendments and cancellations shall be subject to Interbank Compensation Guide/Rules.

All payment orders, and communications requesting cancellation or amendment of payment orders, issued in your name, are subject to verification by ORIENTAL pursuant to security procedures established by ORIENTAL from time to time. Unless otherwise agreed, ORIENTAL may furnish confidential security procedure material to any person authorized on your account with ORIENTAL or to any other person ORIENTAL reasonably believes to be authorized to receive the information. You must safeguard any test keys, passwords, identification codes, mnemonics or other security or authentication measures and make them available only to persons who are authorized to give instructions using such measures.

In accepting a payment order issued in your name for payment outside the U.S. in a currency other than U.S. dollars, ORIENTAL shall debit your Accounts for the U.S. dollars equivalent of the amount of the foreign currency transferred at ORIENTAL's then prevailing rate of exchange or as otherwise agreed. In processing your funds transfers, other banks may deduct their fees from the

payment orders issued to them. If the beneficiary's bank is instructed to pay in a currency other than its local currency, payment may be made by the beneficiary's bank at its rate of exchange on the date of its payment. In connection with each funds transfer, you shall be responsible for complying with all local currency restrictions and any other local law governing the transaction.

In accepting a payment order issued in your name, ORIENTAL may rely upon the identifying number (such as Fed wire routing number or account number) of the beneficiary, the beneficiary's bank or any intermediary bank, as instructed.

Also, the beneficiary's bank in the payment order may make payment on the basis of the identifying number even though it identifies a person different from the named beneficiary. Accordingly, you shall be responsible for the consequences of any inconsistency between the name and the identifying number, as instructed, of any party in such a payment order.

ORIENTAL may from time to time provide you with procedures or instructions regarding its funds transfer services with which you agree to comply.

17. AUTOMATED CLEARING HOUSE (ACH) DEBITS AND DEPOSITORY TRANSFER CHECKS

From time to time ORIENTAL may receive items generated by third parties for payment against your account that do not bear your signature. You may authorize the transfer of funds by Automated Clearing House ("**ACH**") debits or by use of Depository Transfer Checks ("**DTC (s)**"), preauthorized drafts or Preauthorized Checks. ACH debits and DTCs do not require your signature. DTCs and Preauthorized Checks may contain your name printed on the Item. These Terms and Conditions authorize ORIENTAL to pay such Items if presented for payment against your account. In addition, ORIENTAL's charging of this type of Item to your account, without your timely objection pursuant to these Terms and conditions, shall constitute authorization by you to charge against your account any subsequent Items generated by the same third party. If you no longer wish such subsequent Items to be debited from such account, you must close that account with ORIENTAL but may open another account. ORIENTAL makes no warranty and is not liable for the accuracy, genuineness or authenticity of ACH debits, DTCs, preauthorized drafts or Preauthorized Checks.

18. RECEIPT OF ACH ENTRIES

All ACH entries received for your Account(s) will be received

by ORIENTAL subject to the rules of the National Automated Clearing House Association and any applicable ACH rules. You agree to be bound to such rules. Any credit given by ORIENTAL to you for an ACH entry shall be provisional until ORIENTAL receives the final settlement. If ORIENTAL does not receive the final settlement, ORIENTAL may revoke the provisional credit and charge back the amount from your account or obtain a refund from you, in which case the originator of the credit entry shall not be deemed to have paid you the amount of such entry. Under the operating rules of the National Automated Clearing House Association, which are applicable to ACH transactions involving your Account, ORIENTAL is not required to give next day notice to you of receipt of an ACH item and ORIENTAL will not do so. However, ORIENTAL will continue to notify you of the receipt of payments in the periodic statements we provide to you.

19. WITHDRAWAL LIMITATIONS

ORIENTAL may refuse to allow withdrawals from any Account(s) in certain cases including, but not limited to, cases where: i) there is a dispute about the account (unless a court or other competent authority has ordered ORIENTAL to process the withdrawal); ii) a legal garnishment or attachment is served, including, but not limited to, a levy, restraining notice or court order; iii) the account is being used as collateral to secure a debt; iv) any required documentation has not been presented; or v) you fail to repay a loan or any other debt or obligation to ORIENTAL on time.

20. STOP PAYMENT ORDERS

Generally, you may request ORIENTAL to stop payment on an Item or ACH debit entry that you have issued or authorized. In order for you to give ORIENTAL a valid stop payment order on an Item or ACH debit, you must provide ORIENTAL with a reasonable opportunity to act upon such a stop payment order. A stop payment order must be given in writing by a person authorized on your account and must specify: i) the account number; ii) payee; iii) date; iv) precise amount; and v) Item number or similar identifying information for an ACH debit. A stop payment order will not be effective on an Item that has been certified, issued or paid by ORIENTAL. Where permitted by law, ORIENTAL may, in its sole discretion, stop payment on a certified Item or ORIENTAL official check if the certified Item or ORIENTAL official check has been lost, stolen or destroyed and upon your submission of an affidavit of that fact and surety bond or other form of security acceptable to ORIENTAL.

ORIENTAL shall not be liable for failure to effectuate a stop payment order if: i) you do not provide ORIENTAL with all the information enumerated above and with a reasonable

opportunity to effectuate the stop payment order; ii) ORIENTAL determines, as permitted by law, not to stop payment on a certified item or ORIENTAL official check; or iii) the Item in question is a postdated Item.

You agree that the Stop Payment Order will be valid for six (6) months (180 days), from the date of the request, unless (i) when making the request you specify a longer period, (ii) you cancel the same prior to the expiration of the original six-month term and/or (iii) request that the term be renewed for an additional six (6) months (180 days).

You agree that the Stop Payment Order will be ineffectual if prior to its effective date, payment of the check has been made at any of the Bank's branches, or if the amount of the check has been credited, even provisionally, to another depositor's account. Acceptance by the Bank of a Stop Payment Order does not constitute a representation that the item has not been paid.

21. PAYMENT OF CERTAIN CHARGES AND FEES

You agree to pay the charges set forth on all schedules delivered to you by ORIENTAL and all other agreements between you and ORIENTAL. If you were a customer of ORIENTAL (including any institutions that have merged into ORIENTAL) prior to the date hereof, unless a new fee schedule is executed concurrently with these terms and conditions, the fee schedules that will be initially in effect will be those that were most recently delivered to you by ORIENTAL. If you are becoming a customer by executing these terms and conditions, the fee schedule initially in effect will be the schedule titled *Commercial Banking & Trust Unit Price*, which was delivered to you together with these Terms and Conditions. All charges disclosed in any such agreements or schedules may be paid from the Account automatically and without any specific request from you.

We may change from time to time the fees and charges disclosed under any other agreements with us. We may also change your account billing method, depending on your transactional volume, behavior or other factors as determined by us. We will not be liable for dishonoring any check, withdrawal or funds transfer request, electronic debit, payment order, or other request for funds from your Account, if there are insufficient funds in your Account to honor such check or other request for funds as a result of a deduction, automatic or otherwise, of charges.

Statements of Account and correspondence relating to your account will be mailed at ORIENTAL's expense. At ORIENTAL's option, ORIENTAL may charge your Account(s) for handling, telecommunication messages dispatched at your request, and other out-of-pocket costs incurred by ORIENTAL for your Account(s).

Your Account(s) will be charged, if applicable, for certain expenses incurred in remitting funds to the applicable state pursuant to the Abandoned Property Laws of such state. These charges are not refundable.

22. TAXES

You will be solely and absolutely responsible for the payment of any and all taxes related to the banking services provided under or in any manner related to these Terms and Conditions or the Account (other than income taxes) as such taxes may be applicable from time to time under the Puerto Rico, United State Virgin Islands or U.S. tax codes, as applicable, or any other applicable law or regulation whether federal, state municipal or otherwise.

We will withhold taxes on payments to you only where required to do so by law, otherwise you are responsible for any taxation that may be incurred on your Business account(s) or service(s). If we are required to make any deductions or withholding of any taxes for payments to us, then the amount of the payment to us will be increased by the amount necessary to pay such taxes. You agree to indemnify us for all losses, costs, and/or interest payments caused by your failure to pay such Taxes or additional costs due to failure to file necessary returns or information with government authorities.

III. ACCOUNT INFORMATION

1. PERIODIC STATEMENT AND ADVICES

Upon receipt of your monthly or periodic statements ("**Statements**") (which may include a record of transactions and canceled Items), or advices, you shall exercise reasonable care and promptness in examining the Statement or advice. Statement and advices may be mailed or otherwise made available to you in paper format, by electronic transmission or by such other means as you and ORIENTAL agree upon from time to time. ORIENTAL requests that you reconcile your Statement within thirty (30) calendar days following mailing or transmission of Statement in order to expedite identification of any items in question. You shall notify ORIENTAL in writing within thirty (30) calendar days of the mailing or transmission of the Statement or advice, or from the time the Statement or advice is made available to you, except as provided in the following sentence, of any errors, discrepancies or irregularities, including, but not limited to, unauthorized or missing drawer's signature or alteration, unauthorized transfers or withdrawals of funds by wire or otherwise, or of the non-receipt of an expected Statement, advice or credit. You shall provide ORIENTAL with all information necessary for ORIENTAL to investigate the alleged error, discrepancy or irregularity. You shall bring no action and ORIENTAL will not be liable for any losses, damages or expenses sustained by you unless you so notify ORIENTAL in writing of any error, discrepancy or irregularity found in the Statement or advice within the time periods set forth herein. You shall not institute any legal proceeding or action against ORIENTAL for any claim which you may have regarding any such error, discrepancy or irregularity, including, but not limited to, unauthorized or missing drawer's signature or alteration, non-receipt of an expected Statement or advice or that any endorsement was unauthorized, improper, or missing unless: i) you have given

the written notice as provided herein; and ii) such legal proceeding or action has been commenced: a) within one (1) year after the date when such Statement or advice was mailed, transmitted or made available to you in the case of an unauthorized or missing drawer's signature or any alteration on the face or back of an Item; or b) within eighteen (18) months in the case of an unauthorized, improper or missing endorsement.

2. NOTICES

All Statements and advices will be sent to you by regular mail, by electronic transmission or by such other means as you and ORIENTAL agree from time to time at the address (street address, post office box or electronic address) last recorded by ORIENTAL. You must notify ORIENTAL, promptly and in writing, of any changes of your address. Unless otherwise arranged, all notices to

ORIENTAL must be sent to the ORIENTAL address specified in the agreement for such service. ORIENTAL shall have a reasonable time to act on any notices received. ORIENTAL shall not be responsible for the failure to receive, or delay in receipt of notices that are not sent in the manner provided herein.

3. INFORMATION REPORTING AND INQUIRIES

ORIENTAL may, from time to time, provide you with various kinds of balance and transaction information. ORIENTAL will endeavor to update and correct such information periodically.

If you have an inquiry regarding your account, please provide ORIENTAL with a written statement including your account number, the nature of the problem and appropriate information about the transaction in question. ORIENTAL will attempt to respond as promptly as possible to your inquiries. It will expedite our response if you enclose a copy of your original instructions.

ORIENTAL assumes no responsibility for delays in responding to your inquiries or for your reliance on balance or transaction information, which is subsequently updated or corrected, or for the accuracy or timeliness of information supplied by third parties.

4. BALANCE AND OTHER INFORMATION

Balances change on a frequent basis. You hereby waive any claim against ORIENTAL based on representations made by ORIENTAL, orally, electronically, or in writing regarding balance, transaction and related information provided by ORIENTAL. ORIENTAL assumes no responsibility for your reliance on balance, transaction and related information communicated to you by any means including, but not limited to, electronically, which is subsequently updated or corrected, or for the accuracy or timeliness of information supplied by third parties.

IV. General Terms

1. RETENTION OF AGENTS

ORIENTAL may retain agents, including, but not limited to, subsidiaries or affiliates of ORIENTAL, to perform services for you. ORIENTAL shall not, however, be responsible for the actions or omissions, or the solvency or notice to you of the insolvency, of any agent, which you or others select or of any agent ORIENTAL selects in good faith.

2. EXCHANGE OF INFORMATION

Any information obtained by you in connection with your account or the services provided by ORIENTAL to you, which is designated by ORIENTAL as confidential or is or should be known by you to be confidential, including the intellectual property rights embodied therein, is the property of ORIENTAL ("**ORIENTAL Information**"). You agree to use the ORIENTAL Information in the manner prescribed by ORIENTAL and agree not to misappropriate the ORIENTAL Information or disclose the ORIENTAL Information to anyone other than a person authorized by ORIENTAL, except to the extent that: i) you are required to do otherwise by law; or ii) any such ORIENTAL Information is or becomes part of the public domain.

You authorize ORIENTAL, or any affiliate or subsidiary of ORIENTAL or any third party selected by any of them, to the extent not prohibited by applicable law: i) to exchange information about you and any or all of your accounts with each other and with others, including information that may be used to offer insurance and investment products to you; ii) to disclose documentation and/or information about you and your accounts or services in connection with banking transactions and in other circumstances ORIENTAL, its affiliates or subsidiaries might deem necessary or appropriate, or pursuant to law or regulation; and iii) to transmit accounting information to, and process such information at, such foreign or domestic locations as ORIENTAL may elect for such purpose.

3. INTEREST ON OVERDRAFTS

In the event ORIENTAL permits an overdraft, ORIENTAL is authorized to charge you interest on the amount of such overdraft during the continuance thereof at the maximum rate permitted by law at the time of the overdraft or at the specific rate negotiated between

you and ORIENTAL, which rate, as reflected on the Statement or customer notice, shall be deemed conclusive. Unless agreed in writing, ORIENTAL is under no obligation to permit any overdraft or to continue to permit further overdrafts after having permitted an overdraft. No prior action or course of dealing on the part of ORIENTAL with respect to permitting overdrafts or to continue permitting overdrafts after having permitted an overdraft in your account shall cause reliance on your part that such action would continue or give rise to any claim or action by you against ORIENTAL if ORIENTAL refuses to honor or pay an Item, an ACH debit, payment order or any other debit or withdrawal unless you have sufficient funds available in your account to cover such a debit or withdrawal without incurring on an overdraft.

4. ELECTRONIC RECORD RETENTION

ORIENTAL may retain its copy of any document or Items relating to your account and services in a form preserving an image of any such documents or Items, including that of your signature (whether electronic, mechanical, magnetic or otherwise) or a regular business record and discard the original documents or Items. You hereby waive any objection to the use of such records in lieu of their paper equivalents for any purpose and in any forum, venue or jurisdiction, including, without limitation, objections arising from ORIENTAL's role or acquiescence in the destruction of the originals.

5. SET-OFF AND LIEN

ORIENTAL, its branches, subsidiaries or affiliates, shall have a continuing lien for the amount of any and all of you, your subsidiaries' or your affiliates' liabilities and obligations to ORIENTAL, its branches, subsidiaries or affiliates, and claims of every nature and description of ORIENTAL, its branches, subsidiaries or affiliates, against you, whether now existing or hereafter incurred, originally contracted with ORIENTAL, its branches, subsidiaries or affiliates, and/or with another or others and now or hereafter owing to or acquired in any manner by ORIENTAL, its branches, subsidiaries or affiliates whether contracted by you alone or jointly and/or severally with another or others, absolute or contingent, secured or unsecured, matured or unmatured (all of which are hereafter collectively called "**Obligations**"), upon any and all monies, deposits, securities, and any all other property of yours, your subsidiaries or your affiliates and the proceeds thereof, now or hereafter actually or constructively held or received by, or in transit in any manner to or from ORIENTAL, its branches, subsidiaries or affiliates,

its correspondents or agents from or for you, your subsidiaries or affiliates whether for safekeeping, custody, pledge, transmission, collection or otherwise coming into ORIENTAL's, its branches', subsidiaries' or affiliates' possession in any way, or placed in any safe deposit box leased by ORIENTAL, its branches, subsidiaries and affiliates to you, your subsidiaries or your affiliates. ORIENTAL, its branches, subsidiaries or affiliates, shall also have a right of set-off for the amount of the Obligations, and ORIENTAL, its branches, subsidiaries or affiliates, may at any time or times and without notice or demand for payment, apply your subsidiaries' or your affiliates' deposits (general or special), your subsidiaries' or your affiliates' credits with ORIENTAL, its branches, subsidiaries or affiliates, or your claims against ORIENTAL, its branches, subsidiaries or affiliates, or any part thereof, to such Obligations and in such amounts as ORIENTAL, its branches, subsidiaries or affiliates, may elect, although said Obligations may be contingent or unmatured and whether any collateral therefor is deemed adequate or not.

6. LIABILITY

In the event of ORIENTAL's: i) failure to stop payment on an Item; or ii) payment of an Item bearing an unauthorized signature, forged drawer's signature, forged endorsement or alteration, ORIENTAL's liability, if any, shall be limited to the face amount of the Item.

Without limiting the generality of the foregoing, You agree that: 1) ORIENTAL shall not be liable for any damages unless such damages are the direct result of ORIENTAL's gross negligence or willful misconduct; and 1) ORIENTAL shall nor be liable for indirect, special, or consequential damages regardless of the form of action, even if ORIENTAL has been advised of the possibility of such damages.

7. RELEASE AND INDEMNITY

In order to induce ORIENTAL to honor requests for services including, but not limited to, those enumerated in these Terms and Conditions, you hereby agree to indemnify and hold ORIENTAL, its subsidiaries and affiliates and its successors, assigns, correspondents, directors, officers and employees harmless from and against any and all claims, damages, lawsuits, judgments, liabilities, losses and expenses (including attorneys' fees) resulting directly or indirectly from: i) any willful misconduct, negligence, action or omission on the part of any individual who has been listed as a person authorized to act on your behalf in any document provided by you to ORIENTAL; ii) ORIENTAL's acts or omissions under relating to your account(s) and these Terms and Conditions except for ORIENTAL's gross negligence or willful misconduct; or iii) your failure to observe any provision of these Terms and Conditions, including without limitation, your breach of any representation or warranty hereunder.

Except as otherwise required by law, or as otherwise provided in these Terms and Conditions, ORIENTAL and its officers, directors, employees and agents are not liable for any loss or damage you suffer in connection with your accounts or the provision of any product or service, or refusal to provide any service, except if it was caused by our gross negligence or willful misconduct (and then our liability is subject to the other provisions of these Terms and Conditions and other legal rights we have).

ORIENTAL will not be liable for any damages or loss due to delays or failures to fulfill other obligations pursuant to these Terms and Conditions caused by or attributable to circumstances beyond its control. Such circumstances include, but are not limited to, Acts of God, acts of other parties, military action, orders by civil authorities, strikes, power interruptions, loss of communications or computer facilities, floods.

Under no circumstances will ORIENTAL or any of its officers, directors, employees or agents be liable for any indirect, consequential, incidental, special or punitive damages that are a consequence of a loss, including, without limitation, loss of profits.

You agree to (i) release us and our officers, directors, employees and agents from liability; (ii) indemnify and hold us and our officers, directors, employees and agents harmless; and (iii) compensate both us and any third party providing Services or settling instructions on your behalf for any claim, proceeding, loss, damage, payment, penalty, fine, legal expense (based on attorney's fees and costs incurred by us) whether incurred at the trial or appellate level, in an arbitration or administrative proceeding, in bankruptcy (including, without limitation, any adversary proceeding, contested matter or motion or otherwise) and other cost, as may be applicable, resulting from:

- A) any service performed or refused;
- B) any check or instruction honored, processed, negotiated, settled, changed, cancelled, reversed or refused;
- C) your failure to properly provide information or comply with this Agreement or any service agreement;
- D) our compliance with any lawful demand by a third party relating to the operation of your account, including but not limited to any demand made in connection with actual or potential legal proceedings; or
- E) other events of any kind whatsoever arising from us being your bank.

8. TERMINATION OF ACCOUNT

You or ORIENTAL may close any of your accounts at any time; provided, however, certain conditions for related accounts may apply. Upon one of your accounts being closed, you shall receive any finally collected and available balance in the account at the time the account is closed. ORIENTAL may return unpaid any Items presented on your account after it is closed. After your account is closed, ORIENTAL or its subsidiaries and affiliates may continue to exchange information about your account with others.

ORIENTAL may terminate any service at any time without notice. If you wish to terminate a service, you shall give ORIENTAL prior written notice of your intention to terminate. Termination by you shall become effective a reasonable time after ORIENTAL's receipt of the termination notice. ORIENTAL may complete all requests and instructions accepted on the day termination are to become effective.

9. CLAIMS AGAINST ORIENTAL

Any claim which you may have against ORIENTAL arising from accounts or services which are subject to these Terms and Conditions, unless a shorter period of time is expressly provided herein in another agreement covering with account or service, or in any applicable law or regulation, must be brought against ORIENTAL within two years of the occurrence of the cause of action.

ORIENTAL shall exercise good faith in following your instructions; however, ORIENTAL shall not be responsible for complying with conditions, restrictions or legends on Items drawn on your Account.

ORIENTAL may consider your claims for interest for loss of use of funds in accordance with the policies ORIENTAL adheres to in connection with interbank compensation if such loss arises from our failure to execute properly your instructions for funds transfers. However, ORIENTAL shall have no liability for any loss or expense that you may incur unless such loss or expense is attributable to ORIENTAL's gross negligence or willful misconduct. In no event shall ORIENTAL be liable for special, consequential or punitive damages.

ORIENTAL also shall not be responsible for liability, loss or damage which may be caused by ORIENTAL acting in accordance with applicable laws, regulations or rules (including, but not limited to, rules and regulations of the various payment system's), or with the terms of ORIENTAL's agreements with other banks or financial institutions.

You shall hold ORIENTAL and ORIENTAL's agents harmless from any and all claims, lawsuits, expenses (including, but not limited to attorneys' fees and costs). And loss or damage of any nature whatsoever arising

directly or indirectly out of instructions regarding your account, except for any liability ORIENTAL may have hereunder.

Any claim which you may have against ORIENTAL as a result of accounts and services offered pursuant to these Terms and conditions may only be brought as a breach of contract claim; and you hereby irrevocably waive all rights in any action, proceeding or counterclaim, of whatever type or nature, to bring any claim against ORIENTAL based on negligence or tort or based upon a statutory violation.

10. FORCE MAJEURE

ORIENTAL shall not be liable for any loss or damage to you caused by ORIENTAL's failure to provide any service or delay in providing such service resulting from an act of God, act of governmental authority, de jure or de facto, legal constraint, war, terrorism, fire, hurricane, earthquake, pandemic, floods catastrophe, or electrical, computer, mechanical or telecommunications failure, or failure of any agent or correspondent or any other cause beyond ORIENTAL's control (any such event, an "Event of Force Majeure").

11. CHANGES TO THESE PROVISIONS

ORIENTAL may change at any time any portion of these Terms and Conditions, or impose other restrictions on your accounts or services, as ORIENTAL deems necessary in the course of its business. Changes to these Terms and Conditions which are required by law may be implemented immediately or as required by law.

12. WAIVER

ORIENTAL may waive any portion of these Terms and Conditions, but such waiver shall apply only on that occasion and must be in writing. Any waiver shall not constitute a waiver of any other provision of these Terms and Conditions.

All, ORIENTAL's waiver of any provision of these Terms and Conditions shall not constitute a waiver of ORIENTAL's rights under that provision in the future or of any other right.

The Terms and Conditions are in addition to existing or future written agreements including, but not limited to, agreements regarding specific types of accounts maintained with specific divisions of ORIENTAL and agreements regarding specialized transaction initiation services, information reporting services, custody services and commercial paper agency services. Any term of any such agreement, which is inconsistent with a provision of these Terms and Conditions, shall supersede such provision of the Terms and Conditions for purposes of the particular product or service that is the subject of the agreement. The Terms and Conditions also supersede and replace any proposals or representations previously made by either or both of ORIENTAL and you.

To the extent that you would have or would be able to claim sovereign immunity in any action, claim, suit or proceeding brought by ORIENTAL (or ORIENTAL's assignee), you irrevocably waive and agree not to claim such immunity.

13. ASSIGNMENT

These Terms and Conditions are binding on you and any person who succeeds you (including trustees, receivers, heirs, executors, administrators and other legal representatives) or takes on your obligations, as applicable. You may not assign any account or service; or these Terms and Conditions without our prior written permission.

14. VARIATION OF LAW; SEVERABILITY

These Terms and Conditions vary applicable law or regulation to the maximum extent permitted under any such law or regulation. Any provision of applicable law or regulation that cannot be varied by agreement or notice shall supersede any conflicting term or these Terms and Conditions.

If any provision of these Terms and Conditions shall be held to be illegal or unenforceable, the validity of the remaining portions of these Terms and Conditions shall not be affected.

15. GOVERNING LAW

The Terms and Conditions and ORIENTAL's banking relationship with you shall be governed by, and construed in accordance with, the laws of the Commonwealth of Puerto Rico and applicable Federal Law. Any rights that ORIENTAL has under the (without reference to the conflict of laws rules thereof), except that any disputes arising from or related to an account opened and maintained in a state or jurisdiction other than Commonwealth of Puerto Rico shall be governed by the laws of that state or jurisdiction (without reference to the conflict of laws rules thereof). In addition, any

dispute arising from or related to your accounts with ORIENTAL or services provided to you by ORIENTAL shall be governed by federal laws and regulations, Federal Reserve Bank rules and Operating Circulars, local clearing house rules, Automated Clearing House Rules and general commercial bank practices applicable to accounts of your type and/or to the services provided by ORIENTAL.

16. JURISDICTION AND VENUE

Any action against ORIENTAL arising from or relating to your accounts or services provided to you by ORIENTAL must be brought by you in the courts of the Commonwealth of Puerto Rico or, to the extent that there is federal jurisdiction, federal court located in the Commonwealth of Puerto Rico. In addition, you consent to the jurisdiction and venue of the Commonwealth of Puerto Rico and federal courts located within the Commonwealth of Puerto Rico for the adjudication of all claims made by ORIENTAL against you arising from or relating to your account or the services provided by ORIENTAL.

17. UNLAWFUL INTERNET GAMBLING ENFORCEMENT ACT (UIGEA) POLICY – REGULATION GG

In compliance with the Unlawful Internet Gambling Enforcement Act of 2006 and Regulation GG (jointly “UIGEA”), restricted transactions (“RTs”) are prohibited from being processed, through commercial accounts or relationship with us. Generally, RTs are certain transactions through which a person accepts credit, funds, instruments or proceeds in connection with the participation of another person in unlawful internet gambling. It is ORIENTAL Bank's policy not to open or maintain any account held with the intent to conduct or engage in Internet gambling activity. If the Bank discovers that an existing commercial customer engages in Internet gambling activity as defined by UIGEA, the Bank reserves the right to terminate the account relationship.

18. CUSTOMER IDENTIFICATION PROGRAM (CIP) NOTICE

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 the name, address, date of birth, and other information of your authorized representatives that will allow us to identify them. We will request to see the driver's license or other identifying documents of your authorized representatives.

19. REGULATION CC DISCLOSURES – FUNDS AVAILABILITY INFORMATION

This policy establishes the time that it will take for deposits to your Account to be available to you for withdrawal.

YOUR ABILITY TO WITHDRAW FUNDS

Our policy is to delay in most cases the availability of funds that you deposit in your Account. During such delays, you may not withdraw the delayed funds in cash, and we do not have to use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in Business Days from the “day of your deposit,” which may be different from the calendar day in which you submit your deposit; Saturdays are not considered Business Days. If you make a deposit before 4:00 p.m. on a Business Day, we will consider that Business Day to be the “day of your deposit.” However, if you make a deposit after 4:00 p.m. or on a day that is not a Business Day, we will consider the next succeeding Business Day to be the “day of your deposit.” You may make deposits at any open branch or at any of our full-service ATMs or ITMs.

If you make a deposit on a day that is not a Business Day, we will consider the next succeeding Business Day to be the “day of your deposit”. For deposits made at any of our full-service ATMs or ITMs after 9:00PM on a Business Day, we will consider the next Business day to be the “day of your deposit”.

The length of the delay varies depending on the type of deposit and is explained below.

SAME-BUSINESS DAY AVAILABILITY

Funds from the following deposits will be available on the day of your deposit:

- Cash (if made in person to an employee of the Bank);
- Wire transfers;
- Electronic direct deposits to your Account; and
- Checks drawn on the Bank.

NEXT BUSINESS DAY AVAILABILITY

U.S. Treasury checks that are payable to you will be available on the first Business Day after the day of your deposit. If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first Business Day after the day of your deposit: Cashier's, certified, and teller's checks that are payable to the Business, subject to your use and approval by us of a special deposit slip available from our branch's managers. *Federal Reserve Bank checks, Federal Home Loan Bank checks, and U.S. Postal Service money orders, if these items are payable to the Business.

*If you do not make your deposit in person to one of our employees as provided herein, funds from these deposits will be available on the second Business Day after the day of your deposit.

OTHER CHECK DEPOSITS

Funds from all other check deposits will be available as follows:

Route and Transit Numbers	When funds are available?	When funds are available if a deposit is made on a Monday
All checks (irrespective of routing number)	\$225 on the first Business Day after the day of your deposit	Tuesday.
Checks with Puerto Rico Routing Numbers (0215/2215) Checks issued by ORIENTAL and its affiliates and subsidiaries irrespective of their routing number	Remaining funds on the second Business Day after the day of your deposit	Wednesday.
Checks with any routing number other than Puerto Rico Numbers (0215/2215)	Remaining funds on the third Business Day after the day of your deposit	Thursday.

HOLDS ON OTHER FUNDS (CHECK CASHING)

If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your Account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it.

NEW ACCOUNT HOLDS

Notwithstanding anything to the contrary in these Terms and Conditions, the availability of funds from all deposits to all of your accounts will be held for up to 6 business days during the 30-day period commencing on the date on which your first account is opened with ORIENTAL.

HOLDS DURING EMERGENCY SITUATIONS

Notwithstanding anything to the contrary in these Terms and Conditions, ORIENTAL may hold funds for as long as it deems necessary if ORIENTAL, in its sole discretion, determines that such holds are necessary due to the occurrence or continuation of one or more Event of Force Majeure or any other emergency situation.

