Business Deposit Account Agreement



Oriental

Table of Contents

What you need to know **3**

Part I: General Provision **4**

Part II: Using Your Account **12**

Part III: Electronic, Wire and Automated Clearing House (ACH) Transfers **20**

Part IV: Miscellaneous **23**

Schedule A: Mastercard Business Debit Card Agreement **25**

Schedule B: Regulation CC Disclosures **29**

Schedule C: Information Regarding Unlawful Internet Gambling **30**

Schedule D: Currency Transactions Report Reference Guide **30**

Schedule E: Cash Management Services Master Agreement **30**

Service Schedule A: Oriental Biz Service Agreement **40**

Service Schedule B: ACH Origination Agreement **42**

Service Schedule C: Wire Transfers Agreement **53**

Service Schedule D: Positive Pay Agreement and Reverse Positive Pay **56**

Service Schedule E: ACH Positive Pay Agreement **61**

Service Schedule F: OCM Essential Package - ("Schedule A") **67**

Welcome to Oriental Bank and thank you for choosing us for your banking needs.

This manual contains some important information you should know about your business deposit relationship with Oriental Bank, and other ancillary services that you may choose to receive from time to time. It is an agreement between you and Oriental Bank. From general terms to account transactions and beyond, we want you to understand how our products and services work, as well as some of the important responsibilities that apply — yours and ours.

PLEASE READ CAREFULLY THE PROVISIONS SET FORTH IN THIS AGREEMENT (hereinafter the "Agreement") because it contains the terms and conditions of your business deposit relationship with Oriental Bank, and other ancillary services that you may choose to receive from time to time.



PART I: GENERAL PROVISIONS

1. General Definitions:

In this Business Deposit Account Agreement (the "Agreement"), the words "you" and "your" mean the governmental, business legal entity or entities or the individual or individuals doing business (for example and without limitation, individual(s) doing business under a commercial name ("d/b/a"), sole proprietorships, professional or private practitioners, among others) (collectively, the "Business") that has opened a business deposit account with Oriental Bank (the "Bank"), and each individual who is authorized by the Business to use the business deposit account. The words "we," "us" and "our" mean the Bank.

2. Additional Definitions:

a. **"Account"** means any business checking, business certificate of deposit ("CD") and/or business savings account the Business has opened with us. Except as otherwise specifically covered by a different deposit account agreement, "Account" also means any other type of business deposit account available at the Bank from time to time. As a business deposit account, the Account shall only be used for commercial purposes and never for personal, family or household purposes.

b. **"Account's Terms and Conditions"** means the specific terms, conditions and disclosures delivered to you when opening each of the Accounts as addenda to this Agreement or otherwise and that, as applicable, shall be deemed supplemental to this Agreement and part hereof as established in Section 5 (General Agreement) hereunder.

c. **"Account Analysis"** refers to an alternate billing method that consolidates all the charges in just one statement and compensates you for the balances on your checking accounts.

d. **"ATM"** means any automated teller machine where you can use a debit card.

e. **"Available Funds"** means the collected funds in your Account which have been fully and finally paid; excluding funds against which we have placed a "hold." We may place a "hold" against funds in your Account as described elsewhere in the Agreement (See Part II, Schedule A and Schedule B of this Agreement). We may also place a "hold" against funds in your Account to allow certain Account withdrawals, such as POS transfers, to clear.

f. **"Business Day"** means every Monday through Friday, except certain holidays determined at the beginning of each calendar year and announced to the public. Our branches may provide services to the public on days that are not Business Days. A schedule noting the weekdays that are not Business Days is posted in each branch and such schedule is subject to change at any time at the Bank's discretion. Our service hours are publicly posted in a notice located in each branch and are subject to change at any time at our discretion.

g. **"Cash Depot"** means a service provided by the Bank to coordinate the management of certain high-volume cash deposit and withdrawal transactions associated with your business operations through certain facilities located at one or more branches or offices of another banking institution, which will be designated by the Bank and may be changed by the Bank from time to time, pursuant to the terms and conditions of a separate agreement by and between the Bank and you .

h. **"Check"** means any check, draft, negotiable order of withdrawal, or other item which you may deposit to the Account or transfer to us.

i. **"Collected funds"** means cash or the proceeds of checks or other deposited funds which have been fully and finally paid but does not include funds against which we have placed a "hold."

j. **"ITM"** is any interactive teller machine where you can use a debit card or other access devices as available from time to time.

k. **"Maturity Date"** means the original maturity date shown on the face of a certificate of deposit or the maturity date of any renewal certificate, as applicable.

l. **"Monthly statement cycle"** is a period not to exceed 31 days.

m. **"Night Deposit"** means a service that allows you to use the Bank's night depository facilities located at certain branches of the Bank, which will be designated by the Bank and may be changed by the Bank from time to time, as a means of effecting deposits to the Account, pursuant to the terms and conditions of a separate agreement by and between the Bank and you.

n. **"Online Banking"** means our system that allows you to access your Accounts and make transfers through the Internet.

o. **"Oriental Automatized Phone Service"** means our system allows you to access your Accounts and make transfers through the telephone.

p. **"PIN"** means the personal identification number you agree to use as it may be required to identify yourself when using a debit card related to an Account that provides for the use of debit cards at an ATM, ITM or at an eligible POS terminal that accepts the subject card.

q. **"Point-of-Sale" or "POS"** terminal means an electronic terminal at which you can use your debit card to pay for goods and services and receive cash by debiting your Account.

r. **"Post-dated check"** means a check that is dated in the future.

s. **"PR-UCC"** means the Uniform Commercial Code as adopted in Puerto Rico, and as amended from time to time (i .e ., the Puerto Rico Commercial Transactions Act, as amended).

t. **"Remote Deposit Capture" or "RDC"** if and as available for the Account, means a service which allows the Business to scan checks and electronically transmit the scanned images with Magnetic Ink Character Recognition ("MICR") data to the Bank for posting and clearing, pursuant to the terms and conditions of a separate agreement by and between the Bank and you.

u. **"USVI"** means the United States Virgin Islands.

3. Representations and Warranties All Accounts

To induce us to open and maintain your Account, you represent and warrant to us that:

- all information provided by you in connection with the opening of the Account is true, accurate and complete;
- the opening of the Account by you is duly authorized;
- the Account will be used only for proper business purposes and not for personal, family or household purposes;
- the business legal entity opening the Account is duly organized, validly exists, is in good standing, and is authorized to do business in the jurisdiction of its organization. If the Company opening the Account is not organized as a legal entity (i.e., corporation, limited liability company, partnership, etc.), such Company is a person doing business
- under a business name ("DBA", sole proprietorship, professional, or private practitioner) that is duly registered with the appropriate government entities or is a professional or private practitioner in the exercise of his or her profession or occupation as evidenced by a valid professional or business license.

These representations and warranties will remain in effect while the Account is open. If any of these representations and warranties are untrue, you agree to notify us in writing immediately.

4. FDIC Insurance:

Funds in your Account with us are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum amount provided by federal law and backed by the full faith and credit of the United States. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator..

5. General Agreement:

If you make any deposit to or otherwise use your Account, you are bound by this Agreement and agree to all the terms contained in it. Any and all other documents and schedules attached hereto and applicable to your Account, as each and all (including this Agreement) may be amended by us from time to time, are all part of this Agreement. Unless this Agreement specifically says otherwise, you are also bound by local and federal laws that apply to checks and deposit accounts. We reserve all our rights under applicable laws and expect you to fulfill your legal obligations to us, especially those that you have under this Agreement. If you ask us to provide other Account services to you (such as, but not limited to, payroll processing, merchant processing, and/ or cash management services), separate contracts for those services will also apply to you. Your Account is payable solely in and you may only demand payment thereof in Puerto Rico or USVI, as applicable.

6. Account Opening:

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 requests to open an Account with us or to add a signatory to an existing Account.

Pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "Patriot Act"), we are required to obtain, verify and record information that identifies the Business and each individual who is authorized by the Business to use the Account, which information includes the name and address of the Business and each individual, and other information that will allow us to identify the Business and each such individual in accordance with the Patriot Act .

What this means to you: When you open an Account, or when you apply for, or provide a guarantee in respect of, or enroll in a survey, promotion or contest with Oriental Bank, or use any service and while you are our customer, you acknowledge and consent that we may collect certain personal and financial information from you and about you, including but not limited to:

- Your full name, address, Social Security Number, date of birth, and occupation or type of business (if applicable), which is required by law in many of the jurisdictions where Oriental does business;
- At least one piece of government-issued identification with a picture, such as a valid passport, national identification card, voter's card, or driver's license, as well as other documents or means of confirming your identity that is acceptable to us. We may also ask for documents such as a recent utility bill to verify your name and address;
- Your education, annual income, assets and liabilities, and credit history;
- Information about your transactions, including payment history, account activity, how you intend to use the Account, Certificate of Deposit, term deposit, products or services, and the source of any incoming funds, wealth, or assets;
- Information we may need in order to provide you with a service. In some instances, providing this information is optional; and
- Information about beneficial owners, intermediaries, and other third parties, such as your spouse, where this information is required by law.
- For legal entities such as corporations, partnerships, trusts, estates, joint ventures, or investment clubs, we may collect the information referred to above for each authorized person, including, without limitation: officers, partners, trustees, executors, and club members, as appropriate.

In addition, when you apply for, enroll in, or use a service or participate in any contest, survey, or event via a digital channel (such as Online Banking or Mobile Banking), we may collect information about your computer or device, operating system, internet connection or telephone account, settings, IP address and device locational data, browser information, and transaction data, as well as personal information as described above. We may collect, use, disclose, and retain this information for the purposes described below, as well as to determine which settings are appropriate for your computer system, to provide or enhance digital functionality and banking options, and for security purposes, internal analysis, and reporting. You may withhold consent to the collection, use, and disclosure of this information, although in some cases this may prevent you from using the digital channel to apply for or use a service or to communicate with us or may reduce the functionality of that channel.

You agree to furnish all forms and documents we require to open the Account. These may include corporate or partnership resolutions or authorizations in addition to other business documents. Also, federal law and our policies require that we obtain your social security or tax identification number when you open or maintain an Account with us. Even if you have been a customer with us for some time, we may still ask you for this information and documentation because we may not have done so in the past. You agree that we do not have to open the Account or allow any withdrawals from the Account until you have given us all forms and documents we require. You agree to use your Account or other services described in this Agreement only for valid business purposes and pursuant to applicable laws and regulations, including those aimed at preventing money laundering.

You also acknowledge that in compliance with internal Bank policies and/or provisions of applicable law or regulations of the U. S. Treasury Department, including the regulations of the Office of Foreign Assets Control ("OFAC"), we may be compelled to freeze or withhold funds and/or to return them to appropriate authorities.

Refusing or withdrawing consent:

Subject to legal, regulatory, and contractual requirements, you can refuse to consent to our collection, use, or disclosure of information about you, or you may withdraw your consent to our further collection, use, or disclosure of your information at any time in the future by giving us reasonable notice. However, depending on the circumstances, withdrawal of your consent may prevent us from providing you, or continuing to provide you, with some services, means of access to services, or information that may be of value to you.

We will act on your instructions as quickly as possible, but there may be certain uses of your information that we may not be able to stop immediately.

You may not withdraw your consent for the following purposes:

- To meet our legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organization to which we belong;
- To respond to a court order, search warrant, subpoena, or other lawful demand or request that we believe to be valid or to comply with the rules of production of a local or foreign court;
- To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

You cannot refuse our collection, use, and disclosure of information required by third-party service providers essential for the provision of the services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside the United States. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select or to stop sharing your information with other members of Oriental. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing.

7. Credit Inquiries:

By requesting to open an Account with us or obtaining any other service from us, the Business (and, in the case of an Account opened by an individual(s) for commercial purposes, you individually and for a such entity) agree that we may obtain credit information from credit reporting agencies, as well as inquiries of other businesses where the Business or individuals maintain accounts. You give us permission to make these inquiries without notice to you. We may do so at the time that the Account is opened, at any time while the Account is open, or after the Account is closed if the Business owes us any amounts related to your Account.

If you do not handle your Account in a satisfactory manner and/or it is necessary to charge off your Account as a loss, we will report such negative information to credit reporting agencies.

8. Disclosure of Account Information:

You hereby acknowledge and consent that we may collect, use, and disclose personal information and financial information from you, use said information, and disclose it to any person or organization for the following purposes:

- To confirm your identity;
- To understand your needs;
- To determine the suitability of our services for you;
- To determine your eligibility for our services;
- To set up, manage and offer services that meet your needs;
- To provide you with ongoing service;
- To provide you with various options for applying for and accessing services;
- To satisfy legal and regulatory requirements that we believe are applicable to us, including the requirements of any regulations or organizations to which we belong;

- To help us collect a debt or enforce an obligation owed to us by you;
- To respond to a local or foreign court order, search warrant, or other demand or request that we believe to be valid or to comply with the rules of production of a local or foreign court;
- To manage and assess our risks;
- To investigate and adjudicate insurance claims, other claims, or complaints; and
- To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

When we collect your health information for the purpose of providing an insurance service, we will use that information strictly for that purpose.

The information that we collect is used strictly for banking purposes. Our employees' access to your records is restricted and limited to a need-to-know basis and allowed only for business reasons. We permit only authorized employees trained in the proper handling of customer information or to have access to your records.

9. Monitoring:

You acknowledge and consent that we may monitor your Account(s), Certificate(s) of Deposit, term deposit(s) and any other Account(s) you have with us to meet our legal and regulatory obligations, including using automated surveillance systems to prevent or detect fraud or criminal activity such as money laundering or terrorist financing.

You acknowledge and consent that we may share your information within Oriental its branches, subsidiaries, joint ventures and affiliates for the aforementioned purposes, and other account activity, which includes: investigating unusual or suspicious activity and, if necessary, reporting such activity to law enforcement agencies.

In order to establish a record of the information you provide, to ensure that your instructions are followed properly, and to ensure customer service levels are maintained, you acknowledge and consent that an original of our permanent business record(s) (in any form, including microfilm, photocopy, CD-ROM, or image) or any communication may be substituted for a copy of such document. You acknowledge and consent that such records, or any recorded verbal communication, may be used, to the extent permitted by law, as conclusive evidence of the content of that communication in any legal or other proceedings. You acknowledge and consent that we may monitor, record, and retain any telephone call or Electronic Communication we have with you. The records of calls and Electronic Communications may be retained for legal purposes and to establish a record of the information you provide, to ensure that your instructions are followed properly, and to ensure customer service levels are maintained.

Records of calls and Electronic Communications are safeguarded in accordance with this Privacy Agreement and will be destroyed subject to regulatory retention periods and internal processes. We may inform you before proceeding with this possibility.

10. Disputes:

If the owners and managers of the Business have a dispute among themselves, we do not have to recognize such a dispute at all. But if we do, we can require any owner or manager of the Business to either:

- get an injunction or other court order protecting us;
- execute to us, in a form and with sureties acceptable to us, a bond protecting us against any claims that may result from the action you or they (or anyone else) ask us to take; and/or
- execute or provide any other additional documentation that we may reasonably require.

If we receive notice of a dispute between or among any owner or manager of the Business, we may, in our sole discretion: (i) refuse them access to the Account until we are satisfied that the dispute will not affect us, (ii) refuse transactions and return checks; (iii) require the signatures of all authorized signers for the withdrawal of funds, the closing of an Account, or any change in the Account regardless of the number of authorized signers on the Account; (iv) request instructions from a court of competent jurisdiction at your expense regarding the Account or transaction; and/or (v) continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records. You agree that we are not responsible for any loss or damage the Business or any owner or manager incur if the Bank asserts these rights.

Also, you agree to be liable to us for any loss, cost, or expense that we incur as a result of any dispute between or among any owner or manager of the Business involving the Account, including reasonable attorneys' fees to the extent permitted by law,

and you authorize us to deduct such loss, cost or expense from your Account without prior notice to you if such amounts are not previously reimbursed. In addition, we may charge against your Account any fee authorized by law in connection with a such dispute or as otherwise set forth in each of your Account's Terms and Conditions.

11. Interest Rate:

No interest is paid on a business checking account (other than a government account or an account held by a non-profit entity). Please refer to each of your Account's Terms and Conditions for the applicable interest rate we pay on certificates of deposit and savings accounts. The certificate of deposit must remain open on the day interest is scheduled to be paid. Otherwise, interest may not be paid for that interest period. Unless your Account is a certificate of deposit, the interest rate is variable and, at our discretion, we may change the interest rate on your Account (set forth in your Account's Terms and Conditions) at any time without prior notice.

12. Minimum Balance Monthly Maintenance Service Charge:

Depending on your account type, it may be subject to a minimum balance requirement. If applicable, the minimum balance requirements corresponding to your Account(s) and the minimum balance rules to avoid monthly maintenance service charges and per check charges, if any, are described in each of your Account's Terms and Conditions, as we may amend each from time to time. We reserve the right to impose a service charge for cashing checks drawn on your Account if the person cashing the check is not a customer of the Bank. We also reserve the right to change your account billing method to Account Analysis or vice versa, depending on your transactional volume, behavior, o other factors as determined by us.

13. Certificates of Deposit:

a. Terms. The terms of deposit, interest rate(s), and Annual Percentage Yield **("APY")** of your Certificate of Deposit **("CD")** are specified on your CD.

b. Payment on Maturity. Your CD is payable on the maturity date noted on the CD (the **"Maturity Date"**)

c. Early Withdrawal Penalties. Funds in a CD cannot be withdrawn prior to the Maturity Date unless allowed by the product, as disclosed in your CD, and unless we consent to such withdrawal. If we allow an early withdrawal, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth on the CD. In no event will such penalty be less than seven (7) days of simple interest on the amount withdrawn, and the penalty may affect the CD's principal amount. In addition to such penalties, any accrued but not yet credited interest on the amount withdrawn will not be paid. Should a withdrawal be made which brings the Account's balance below the required minimum, no additional interest will accrue, and we may require that the CD be closed.

d. Transferability. No right in, or title to, the CD is transferable, except on our books. CDs are non-negotiable.

e. Frequency of Compounding and Crediting of Interest. The CD bears interest at the rate and basis as set forth on the CD. Interest will not be compounded unless noted on the CD and will be paid according to the payment frequency and in the manner set forth on the CD. Receipt of interest prior to the Maturity Date will affect the APY. For any automatic renewal of a CD, interest will be paid at the rate then in effect at the Bank for automatic CD renewals. Any such renewal will be for a time period equal to or similar to the original term and subject to these terms and conditions. If during the Grace Period (if any, as defined below) you inform us that you do not want your CD to renew automatically and you withdraw the funds in it, no interest will be paid on the CD after its Maturity Date.

f. Automatic Renewal. Unless specifically set forth otherwise in a CD, CDs will renew automatically at the Maturity Date for a similar term as the maturing CD unless, during the grace period (if any) as set forth in the CD (the "Grace Period"), you tell us that you do not want the CD to renew automatically and you withdraw the funds in the CD. However, we do not have to agree to renew automatically any maturing CD that does not meet the "Minimum Balance to Open" requirement in effect for that type of CD at the Maturity Date. You will have the Grace Period (if any) of the CD to withdraw funds from the matured CD without penalty and to tell us that you do not want the CD to be renewed automatically. However, if you do not give us any renewal instructions during the Grace Period, we will automatically renew your CD as of its Maturity Date, as described earlier in this paragraph. If there is no Grace Period, you may only withdraw the funds on the Maturity Date.

g. Non-Automatic Renewal. If your CD specifically states that it will not renew automatically at the Maturity Date, the funds in the matured CD will not earn any interest after its Maturity Date, unless otherwise stated in such CD. We reserve the right not to offer this product.

h. Additional Restrictions on CDs. We do not permit deposits to a CD after it has been opened and before its Maturity Date unless allowed by the product, as disclosed in your CD. We also do not permit any preauthorized or telephone transfers of funds (other than interest that has been credited to the CD) from a CD.

14. Business Savings Accounts - Transaction Limits:

You are limited to a specific amount of preauthorized and/or telephone (including data transmission) transfers of funds and/or debit card (including point-of-sale) funds transfers per monthly statement cycle from a savings Account, depending on your account type, as described on your Account's Terms and Conditions (each, a "Transaction Limit"). We reserve the right to amend said limits at any time from time to time.

The following types of transactions do not count towards the Transaction Limit:

a. Preauthorized and/or telephone transfers from your Account to make loan payments and to pay associated expenses to us. However, preauthorized and telephone transfers withdrawing or transferring funds from your savings Account to cover an overdraft in a business checking Account of yours do count towards the transaction limits described above;

b. Transfers to another account of yours with us or withdrawals you request in person (including at an ATM, ITM, but not including a debit card (point-of-sale) terminal if available to your Account), by mail, or by messenger;

c. Preauthorized and/or telephone transfers of funds into the savings Account; and

d. Check withdrawals that we mail to you at your request, provided the checks are payable to you.

If you have reached any of the Transaction Limits described above, we do not have to allow further preauthorized, telephone (including data transmission), or debit card (point-of-sale) transfers, if available to your Account, during the remainder of the monthly statement cycle and, if we do, we may charge you a fee for each additional such transaction set forth in your Account's Terms and Conditions. We may also close the Account, take away the preauthorized, telephone (including data transmission), and debit card (point-of-sale) transfer capabilities of the Account, and/or convert the Account to a different type of account, including a non-interest bearing Account in case of repeated violations of the transaction limit described herein.

15. Interest Bearing Checking and Savings Accounts Notice of Withdrawal:

You agree that we may require at least thirty (30) days advance written notice of your intention to withdraw or transfer funds from an interest-bearing checking or savings Account. This advance notice period also applies to checks drawn against an interest-bearing checking account.

16. Interest Withholding:

We may be required under applicable law to, and if required, we will withhold a portion of the interest we credit to your Account (if the Account is interest-bearing) and pay the amounts withheld to the U.S. Internal Revenue Service and/or the Puerto Rico Department of Treasury and/or the Government of the USVI.

17. Charges:

You agree to pay the charges disclosed in each of your Account's Terms and Conditions and under any other agreements with us. All charges disclosed therein 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 in each of your Account's Terms and Conditions. We may also change your account billing method to Account Analysis or vice versa, 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.

18. 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 this Agreement or the Account (other than income taxes) as such taxes may be applicable from time to time under the U.S., USVI, or Puerto Rico tax codes, or any other applicable law or regulation, whether federal, state, or municipal.

19. Foreign Transactions:

Transactions must be in U.S. Dollars. If you use an ATM or ITM or conduct a POS transaction in a foreign country, we will charge the item against your Account at the foreign exchange rate imposed on us when we receive the item. If you receive a credit or an electronic fund transfer to your Account in foreign currency, we may, at our option, reject, accept, or accept on a

collection basis, and if accepted, credit your Account at the foreign currency exchange rate imposed on us on the day of the credit or deposit. This exchange rate may be different from the exchange rate in effect on the day you made or accepted the debit, credit, or check transaction, and a transaction fee may be charged. If any debit or credit is reversed for any reason, we will reverse the transaction at the foreign exchange rate imposed on us on the date of the reversal, which may also be different from the exchange rate in effect on such date or the date of the original acceptance. Other fees may apply as set forth in the applicable debit card agreement and/or your Account's Terms and Conditions.

20. Account Closing:

The authorized representatives of the Corporation can close the Account at any time. The account closing can be subject to certain fees as established in the Terms and Conditions of your Account. We may require thirty (30) working days prior written notice. We reserve the right to close your Account at any time at our exclusive discretion, with or without cause, even if you do not request it, remitting you a notice in writing and a check for the balance in deposit to the rightful party. Even if you or us close the Account, you will continue to be responsible to us for all the amounts due regarding this Agreement and the Account. At our discretion, we have authority to pay a check payable otherwise, that is presented after the closing of your Account. Also, we are authorized to return, without payment, any order or check presented for payment after the Account has been closed, and you release us specifically of any responsibility that said return can cause. In addition, we can deny or refuse to accept deposits presented for credit in an Account without prior notice to you. You release us of all responsibility in such case.

PART II: USING YOUR ACCOUNT

1. How We Will Accept Instructions from You

Any instructions to us may be given in person at any of our branches in writing or by phone after performing the corresponding identification process. We may also accept instructions through the mail, but we are not responsible for delays or failure of delivery of such instructions.

We may refuse to act upon any instructions if, in our opinion, you have violated a provision of this Agreement, or to do so may be illegal or in breach of any obligation owed by us to a third party or cause us to fail to comply with any code, guideline or standard in force from time to time as it applies to us; or if we are in doubt as to the authenticity of the person giving such instruction, or if the instructions you provide are incomplete (including endorsements), illegible, or the information provided does not match the information in our records or this Agreement.

When you make a deposit that contains checks and/or other documents (including, without limitation, traveler's checks, certified, personal, or bank money orders), we will not verify the amount deposited at that time. However, the Bank will verify the deposit amount no later than the next business day. The Bank's determination will be considered correct.

If you also wish to give instructions by telephone, facsimile, or e-mail, you agree to the following:

- that such instructions will be accepted only from signing officers and as per corporate resolution;
- that the Bank or any of its subsidiaries or their respective agents, employees, officers, or directors will not be liable to you or the business for acting on your instructions or on instructions that appear to be from you if those actions are in good faith;
- that you indemnify and save harmless the Bank and any of its subsidiaries and their respective agents, employees, officers or directors from and against any and all liabilities, obligations, losses, damages, penalties, actions, claims, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever which may be imposed upon, incurred by, or served against them by reason of their actions taken in accordance with the instructions;
- that service fees will apply for actions taken by the Bank in response to your instructions. These fees may be deducted from any Business Account you have with the Bank unless otherwise specified by you in your instructions.

You acknowledge that any electronic communication, including fax or email, (i) may not be secure, private, and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or at all, and (iii) may be subject to interception, loss, and alteration. You assume full responsibility for risks associated with electronic communication and agree that we will not be responsible or liable for any loss or damage arising from any use of electronic communication, including but not limited to any loss or damage arising from the risks referred to in the preceding sentence.

You agree to maintain security systems, procedures, and controls to prevent and detect effectively:

- theft of funds and instruments;
- forged, fraudulent and unauthorized instructions and electronic transfer of funds; and
- losses due to fraud, forgery, unauthorized access to a Business Account or Service, or other improper or unlawful actions.

It is your responsibility to ensure the following:

- all checks and instruments are numbered sequentially;
- all checks and instruments are secured in the same manner as large sums of cash;
- all checks and other instruments, tokens, codes or passwords, bank cards, access terminals, check imprinters, stamps, seals, facsimile signature devices, and other equipment that might be used in giving instructions are effectively secured when not in authorized use;
- you conduct periodic audits of your systems, procedures, and controls;
- that the individual responsible for doing bank statement reconciliations is not the same individual who is responsible for the preparation or security of checks, instruments, instructions, and related matters;
- all employees and agents having any role in preparing checks or instruments and the business' bank statement reconciliation

or other banking functions are effectively supervised and monitored; and

- that access to passwords, access codes, tokens, procedures, and other information required for giving instructions is limited to those who need access for their authorized duties; and,
- that procedures are in place to protect and regularly change passwords, access codes, and tokens and update security measures that protect access to remote banking, online banking, and telephone banking.

We and our officers, directors and employees, and agents will not be liable to you or to any third party for any claims or losses you may suffer that result from any fraud caused by any of your employees or agents even if any of the above controls are not breached, even if you send us a notice within the thirty (30) day period advising us of such loss.

We and our officers, directors and employees, and agents will not be liable to you or to any third party for any claims or losses you may suffer that result from any fraud caused by any of your employees or agents even if any of the above controls are not breached, even if you send us a notice within the thirty (30) day period advising us of such loss.

You are responsible for the availability of funds to cover the payment of your instructions. Unless you have made specific arrangements with us, you will ensure that your Account(s) have sufficient cleared funds to settle any instructions at the time that you give us an instruction. We are not required to settle an instruction if sufficient cleared funds are not available in your Account. The reported balances for your Accounts may include amounts that are not cleared funds. Cleared funds mean cash or any funds from any deposit which have been finally settled through the clearing system.

We may process your payment instructions and any charges to your Account(s) in any order convenient to us. Where more than one instruction is presented for payment on your Account(s), the order of processing may affect whether an instruction is honored if there are insufficient cleared funds in the Account(s).

You acknowledge that we must process your instructions using a clearing system and are bound by the rules of any clearing system we use, including rules for endorsement of instructions, the identity of the payee, and the time for final settlement. These rules affect our ability to honor your request to cancel instructions and the procedures we must follow to settle your instructions and clear funds for you. You acknowledge and agree that these rules shall in no way whatsoever operate or be construed to impair or limit any rights or remedies we have against you.

We reserve the right to clear and transfer instructions by whatever method we choose, whether they are drawn on your Business Account(s) or negotiated by you.

You grant us sufficient time to settle all instructions. You acknowledge that we may, at our discretion, delay crediting your Business Account(s) until we receive the cleared funds for the instruction.

If we cannot charge a payment, fee, or expense to your Business Account(s), or if we ask you to, you must immediately pay us any amounts you are required to pay under this Agreement, plus interest at our published overdraft rate. Interest will be calculated on a daily basis and will be payable monthly or as we may otherwise require. We can, at our discretion, accept instructions in your account in foreign currency that is not the currency in your Account. If we do, we can sell or buy (as applicable) the amount of the other currency required to process your instructions. The sale or purchase will be made at the current exchange rate at the time of the transaction. Any cost in said exchange will be added to the amount of the sale payable by you or will be deducted from the amount of the purchase otherwise paid. We will collect the total amount of the resulting purchase or will credit your Account the net excess amount of the purchase. We are not responsible for any loss that might be incurred as a result of changes in the exchange rate of the foreign currency or funds which are not available due to restrictions in the foreign currency.

2. Authorized Signatures

The signatures you register for the authorized persons on the Signature Card included in your Account information form are the authorized signatures for the Business (the "**Authorized Signatures**"). For withdrawal and for other purposes relating to any Account you have with us, we are authorized to recognize any of the Authorized Signatures, but we will not be liable to you for refusing to honor signed instructions if we believe in good faith that the signature appearing on such instructions is not genuine. You release us from all liability for not honoring a check or payment order because one or more signatures, as applicable, on the check or payment order appear to be different from the one(s) registered. When your Account is established, you may require more than one Authorized Signature on a withdrawal request against your Account. In the absence of a designation on the Account information form, we may honor any withdrawal request against the Account so long as it contains at least one Authorized Signature.

3. Withdrawals

We may require proper identification for any withdrawal from the Account. We may process the withdrawal and funds transfer requests, checks, electronic debits, payment orders, and other requests for funds from your Account received by us during any Business Day in whatever order we choose. Withdrawals from your Account may be subject to a service charge, as disclosed in each of your Account's Terms and Conditions. We may also, in our sole discretion, place a "hold" on funds in your Account in an amount equal to a withdrawal or funds transfer request, check, electronic debit, payment order, or another request for funds from your Account, as soon as we receive any electronic or other notice of the request for funds. If we do this, we do not have to make the funds that are subject to a "hold" available to you for withdrawal or to pay any check or other debit from your Account, apart from the request for funds that was the reason for our putting the funds on "hold."

4. Printed Checks

We will serve as your agent for the purpose of purchasing checks to be used for transactions in your Account. We may deduct from your Account the cost of any checks and deposit slips you are buying through us. You may obtain the current check charge by communicating with any of our customer service representatives. You agree to order supplies in time to avoid running out of checks and deposit slips.

We can require that you use our forms for making deposits, withdrawals, and any other Account matters. We may refuse to accept or process any check, deposit, withdrawal, or other items that do not use a form authorized by us.

5. Substitute Checks

According to the federal Check Clearing for the 21st Century Act, known as "Check 21" and Regulation CC, federal and local courts and agencies must accept substitute checks as if being presented with the original check. A substitute check is a reproduction on paper of the front and the back of the original check that has the validity of the original check for all legal purposes if it complies with certain requirements.

The check images that you receive in your Account statement are not substitute checks. However, these images of checks, like the images of the substitute checks, may be accepted as proof of payment. For a full disclosure regarding substitute checks and your rights, see Schedule B (Regulation CC Disclosures) of this Agreement.

6. Deposited Checks

If you deposit a check to the Account, we will collect the check on your behalf. You will normally have final credit for the check only when:

a. we have collected the proceeds of the check;

b. the proceeds are in cash or solvent credits;

c. the proceeds have been received at our offices; and

d. payment by the drawee of the check is final.

7. Collection Charges

There are certain checks that we will not cash or accept for deposit. These include checks drawn on banks in foreign countries. At our discretion and subject to our procedures for said service, we may try to collect these checks for you from the other bank and, if we do, we will deposit the money into your Account. We also reserve the right to impose a service charge for cashing checks drawn on your Account if the person cashing the check is not a customer of the Bank. We will pass on to you any charges we incur in attempting to collect all or any part of a check you deposit with us, including reasonable attorney's fees.

8. Right to Draw Against Deposited Items (Regulation CC):

Your right to draw against checks or cash you deposit to the Account is controlled by law and by our Funds Availability Policy (see Schedule B of this Agreement), which is part of this Agreement. Applicable laws and our Funds Availability Policy may change from time to time. You may request at any time during regular banking hours, the current Funds Availability Policy.

We may, in our sole discretion, give you provisional credit for certain checks which you deposit to your Account before we have received final payment for those checks and let you write checks or make withdrawals against provisionally credited funds. If, for any reason, we do not receive the final payment for any check you deposit, we may charge this check back to your Account or reverse any provisional credit we gave you, even if you have already used the provisional credit. If there is not enough money in the Account to cover the charge back or the reversal, you will owe us any amount that we did not get back from the Account, immediately upon our request.

In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We will not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items, or for any damages resulting from any of those actions.

The dollar amount of collected funds and any provisional credit you have in the Account will be determined once each Business Day, and we will decide which checks, transfers, debits, payment orders, and other requests for payment of funds to pay and honor from your Account throughout that Business Day based on this one determination, without taking into account deposits or other credits which we post to your Account later on the same Business Day.

These provisions also apply to any remotely created check you may deposit into your Account. A remotely created check (sometimes called a telecheck, preauthorized draft, or demand draft), as defined in Regulation CC of the Federal Reserve Bank, is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection: (a) you have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check; (b) you will maintain proof of the authorization for at least two (2) years from the date of the authorization and supply us the proof if we ask; and (c) if a check is returned you owe us the amount of the check, regardless of when the check is returned. Also, we reserve the rights to: (i) refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and obtain from you the payor's express, verifiable authorization for any such item.

9. Transactions Posting Priority

The transactions you make in the Account will be posted in the following order:

a. Credits

b. Debits. Debits will be posted according to the following posting priorities:

i. Cash, ITM withdrawals, ATM withdrawals, and transactions conducted by internet or by phone;

ii. Point of Sales (POS) purchases and ACH transactions;

iii. Checks and electronic checks;

iv. Other miscellaneous fees as (service fees, overdraft fees etc.).

10.Endorsing Checks

If you deposit a check, and we are legally entitled to an unqualified endorsement from you, you give us the irrevocable right to place an unqualified endorsement on the check on your behalf. Also, you agree not to give us any check that you have endorsed "without recourse." If you do, you agree that we can place your unqualified endorsement on the check. We can enforce against you any rights that an unqualified endorsement gives us.

All checks you deposit with us must be endorsed in the following manner:

- All endorsements by you must be wholly contained in the "payee zone" on the back of the check.
- No double endorsements will be allowed. (There will be no previous endorsers).
- You also agree that you will not deposit any check which contains any information on its back which is outside the "payee zone".

The "payee zone" is a 1 ½ inch area beginning 1 ½ inches from the trailing edge of the check and extending to the trailing edge of the check. The trailing edge of the check is the left side of the check when you look at it from the front.

All checks that do not comply with the requirements established herein will be rejected by us and will be returned to you. If deposited in person, the check will be immediately returned to you. If deposited using any other method authorized by this Agreement, the check will be returned to you by mail sent to your last known address within the next five (5) Business Days after the check is received by us for deposit. You agree to indemnify us against and save us harmless from any loss, damage, expense, and cost (including reasonable attorneys' fees) which we may be responsible for because the back of a check you

deposit fails to comply with any of the requirements of this Section 10.

11. Handling 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 Banks to handle such items in accordance with provisions of Regulation J, as revised or amended from time to time by the 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 that may occur during the check collection process that is not caused by our gross negligence or willful wrongdoing.

Deposits may be made in person or by the following methods: Cash Depot, our full-service Automatic Teller Machines (ATM) (for Accounts with debit cards), our Interactive Teller Machines (ITM) (for Accounts with debit cards), Remote Deposit Capture (RDC), and Night Deposit, subject to their corresponding separate agreements, if and as applicable. We do not assume responsibility for your deposits until we acknowledge the receipt of such deposits by crediting your Account with the amount deposited. When you make a deposit, even if we give you a receipt, we have the right to verify the amount of that deposit. The verified amount may differ from the sum on the receipt we gave you.

You should not deposit cash in our ATMs and, if you do, it is at your own risk. Our determination of the amount deposited in cash in an ATM will be final. This determination does not apply to deposits made in any of our ITMs, following the corresponding procedure for deposit in said machines.

If a check you deposit is returned for insufficient funds or uncollected funds, we 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, we 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 each of your Account's Terms and Conditions.

You agree to pay us for any costs we incur in collecting checks you deposit with us. This includes, for example, protest fees, mailing costs, foreign item charges and notary fees. We may charge these costs to your Account automatically and without any specific request from you.

We may refuse a deposit, limit the amount of a deposit, or return all or any part of a deposit. We may also require a minimum deposit amount for each Account. We may also require you to use special deposit slips or special deposit envelopes for certain types of deposits.

12. Lost Checks

A check that you deposit may be lost in the bank collection process. If it is, we will try to collect the check based on a photocopy of the check. We may do this without telling you first. If the collection on the photocopy of the check is rejected, we may charge the check back to you. If we cannot get a photocopy of the check, you agree to tell us the exact check amount and date and the name and address of the drawer of that check. We will then try to get a duplicate check for you. Alternatively, please provide us with a duplicate check. If the drawer will not give us a duplicate, or if you do not provide us with a duplicate, we may charge the check back to you.

13. Protecting Checks

You agree to follow reasonable business practices in:

- auditing your internal books and records;
- protecting checks received by you;
- discovering internal thefts of checks; and
- safeguarding your unsigned checks against theft and unauthorized use.

You also agree to:

- Restrictively endorse each check you receive as soon as you get it, with the words "for deposit" or similar words.
- Tell us immediately if any of your unsigned checks are missing.

- Assume all losses which could have been prevented if you had followed reasonable business practices concerning all matters described above in this Section 13.

You agree that thirty (30) calendar days is a reasonable time within which you should discover any theft or unauthorized use of your checks. (See also Section 19 below).

14. Postdated or other Restricted Checks

You agree not to write any post-dated checks on the Account. We will not be liable to you for paying post-dated checks that have been presented prior to this date.

You agree that all checks you present to us for payment against the Account are payable on demand. We are not required to honor any restrictive legend on checks you write. Examples of restrictive legends are "must be presented within ninety (90) days" or "not valid for more than $1,000 .00." If you write any restrictive legend, we do not have to follow it, and we will not be liable to you for not following such restrictive legend.

Any damages that you suffer for which we may be liable shall be limited to your actual damages not to exceed the amount of the check.

15. Stopping a Payment

You may ask us not to pay any preauthorized electronic transfer or check you have written from an Account of yours, other than a certified check (each, a "Transaction"), at least three (3) Business Days before the scheduled date of the transfer. Such requests may be verbal or written. Verbal requests may be given by telephone. All stop-payment requests must be made to an authorized Bank employee at a branch or the main offices of the Bank. You must provide us with the payee's name and the exact date, number, and amount of any Transaction you ask us not to pay. You must also give us any other information we request to let us identify you and the Transaction you ask us not to pay, and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. If you fail, we will have no liability for failing to honor your stop-payment request.

Verbal stop-payment requests are valid for only fourteen (14) days unless confirmed in writing during that period. If you fail to confirm a verbal stop-payment request within fourteen (14) days, we reserve the right to cancel the request. Written stop-payment requests for checks are valid for six (6) months and may be renewed in writing any number of times. Your failure to give written notice shall not affect the validity of the stop-payment until the expiration of the six (6) month term or our cancellation of the stop-payment, whichever occurs first. The stop-payment request of a recurring preauthorized transfer will suspend all future payments to the stated payee under this stated payment schedule until you notify us to resume.

Each stop-payment order will take effect and be processed on the Business Day following the Business Day it was placed so that we may have a reasonable opportunity to act upon it. Stop-payment orders placed on a day that is not a Business Day will be deemed to be placed on the next Business Day following the actual day it was placed. In that event, the stop-payment order will take effect on the second Business Day.

You agree that, if more than one individual is authorized by the Business to use the Account, any of those individuals may ask us to stop payment of any Transaction, even if the Transaction was executed by another individual.

You will be charged a fee each time you ask us (verbally or in writing) not to pay a Transaction and each time you renew any such request. The amount of this fee is shown in each of your Account's Terms and Conditions and may be changed by us from time to time.

We will not be liable for failing to honor a stop-payment request if we did not have a reasonable time to act on the request or if our failure to stop payment caused some checks to be returned for insufficient funds. Our acceptance of a stop-payment request does not constitute a representation by us that the item has not already been paid or that we have had a reasonable opportunity to act on the request. We may accept a stop-payment request on lost or stolen checks, whether a single check or a series, unless our policy requires that we open a new Account for you to ensure your security.

You release us from all responsibility and will indemnify us for any damage, expense, or attorney's fees and/or expert's fees incurred by us for any claim presented by the holder and/or any endorser, endorsee, or another person for having honored the stop- payment order placed.

Any damages that you suffer for which we may be liable shall be limited to your actual damages not to exceed the amount of the check.

16. Stale Checks

A stale check is presented for payment more than six (6) months after its date. We do not have to pay a stale check, but we will have no liability to you for paying a stale check. We do not have to previously notify you if we decide to pay or dishonor a stale check.

17. Forged Checks

If we think that one of your checks has your forged or unauthorized signature on it, you agree that we do not have to honor that check unless you specifically tell us to.

18. Bank Checks

a. You may purchase manager's checks or bank money orders (in either case, for purposes of this section, "Bank Checks") from us. If you lose any Bank Check, you agree to notify us immediately and in writing. If you cannot find the lost Bank Check after a thorough search, you agree to appear at any of our branches or the Bank office where the Account was opened and sign a Declaration of Loss in the form provided by the Bank, together with such other documents as we may reasonably require.

b. If a claim is presented in compliance with the requirements provided in this Section 18, the following rules apply:

i. The claim becomes enforceable at the later of: (1) the time the claim is asserted, or (2) the ninetieth (90th) day following the date of the acceptance of the certified check or from the date of the check in the case of a manager's check.

ii. Until the claim becomes enforceable, it has no legal effect and we may pay the Bank Check. Payment to a person entitled to enforce the payment of check discharges all liability of the Bank with respect to the Bank Check.

iii. If the claim becomes enforceable before the Bank Check is presented for payment, the Bank is not obliged to pay the Bank Check.

iv. When the claim becomes enforceable, we become obliged to pay the amount of the Bank Check to you if payment of the Bank Check has not been made to a person entitled to enforce the Bank Check. Subject to Section 3-302(a)(1) of the PR- UCC and USVI UCC, payment to you discharges all liability of the Bank with respect to the Bank Check.

c. If the Bank pays the amount of a Bank Check to you and after a claim is made and the Bank Check is presented for payment by a person having rights of a holder in due course, you are obliged to: (1) refund the payment to the Bank if the Bank Check is paid, or (2) pay the amount of the Bank Check to the person having rights of a holder in due course if the Bank Check is dishonored by us.

19. Reviewing Your Statement

Checking and Savings Accounts: If your Account is not a passbook or CD account, the Bank will provide you with a statement during each month any transactions occur for your Account. If no transactions occur, you will receive a statement at least once every quarter.

You will receive a periodic statement for your Account. When you choose to receive your statement electronically through Online Banking, we will discontinue the printed versions. If you choose the electronic statements, we will remit an email to each authorized signer that requested an electronic statement each time the statement becomes available online. You are responsible for notifying us of a change in email address. If we do not have your valid email address, we will not be able to notify when your statement or notices are available and will be obligated to provide your statement by mail.

You agree to review each statement, canceled check (or, if applicable, the image or description of your canceled checks we may include with your statement), receipt, and any other items we send or otherwise make available to you, with reasonable care as soon as you receive them in order to identify:

- Any missing deposits you may have made or any withdrawal or transfer you did not make.
- Any alterations, unauthorized signatures, and missing or forged endorsements on checks.

In case of errors or if you have any questions regarding authorized withdrawals, please call us at 1-800-981-5554 or write to Oriental Bank, PO Box 195115, San Juan, PR 00919-5115, or contact your account service representative. You also agree to notify us by phone or in writing about any possible problem or error promptly and in no event later than thirty (30) days after we sent or otherwise made available to you the first statement, canceled check (or, if applicable, the image or description of your canceled check we may include with your statement), receipt or other item containing or listing the problem or error.

We will keep copies of the front and back of all the items processed in microfilm or electronic media. Copy of the checks, substitute checks, and items duly filed by us will be retained for seven (7) years (or such other period required by applicable law) following the date of the Account statement. You may request a certified copy of any check, substitute check, or item processed at any of our branches or through our Customer Service Center. The Bank, within a reasonable time after the request, will send you the image or facsimile of the item. You will pay the reproduction and delivery charges in effect when placing a request.

You must immediately notify us, by phone or in writing, if you have not received the Account statement within fifteen (15) days after closing of the related cycle, unless otherwise provided by any rule or regulation applicable to the Bank.

When contacting us, you must:

a. State your name and number for the account in question.

b. Describe the error or the transaction which is subject to your claim and explain as clearly as possible why you think a mistake has been made or why you need further information.

c. Indicate the dollar amount for the alleged error or problem.

When contacting us regarding a transaction or error on your statement, the transaction that is the subject of your complaint or question must be recorded in your Account, not pending processing or in transit. You must notify us of any errors you may find on your Account statement within thirty (30) days. Except in cases directly caused by our gross negligence or willful misconduct or as otherwise provided by law, you agree that we will not be liable for any losses resulting from such errors or from your failure to give such notice or any loss of interest or any interest equivalent with respect to a payment order shown on such Account statement. Subject to the foregoing exception, any claim based on any possible errors or problems will be conclusively considered to have been waived by you if not notified to us within the thirty (30) day period, except as otherwise provided by law.

20. Escrow Accounts, Trust Accounts, and Custodial Accounts

When your Account is set up as an escrow account, trust account, or custodial account, it is your sole responsibility to determine the legal effects of opening and maintaining an Account of this nature. We have no obligation to act as trustee or to inquire into your powers or responsibilities over such Account. You release us from all liability for any acts, omissions, negligence, or willful misconduct by you or any other person acting thereunder as escrow agent, trustee, custodian, or in a similar capacity. We reserve the right to require the documentation necessary under applicable law to establish, maintain, manage, and close such an Account. There may be additional terms and conditions that apply to such an Account that are governed by a separate agreement.

21. Account With No Activity (Dormant); Inactive or Abandoned Deposit Accounts; Unclaimed Funds

a. Charge for Account With No Activity: To the extent allowed by law and after any required notice to you, we may impose a reasonable monthly service charge, as reflected in each of your Account's Terms and Conditions, for all dormant Accounts. Accounts are considered dormant (Accounts with No Activity) after no transactions have been registered by the accountholder for a period of time as defined in your Account's Terms and Conditions, computed from the date the last deposit, withdrawal, pre-authorized transaction, check, payment or inquiries made about your accounts, whether by phone, email, regular mail, through the Internet Banking Platform, Mobile Banking or in person. Excludes interest, charges or other adjustments made to the Account by Oriental.

b. Inactive or Abandoned Accounts; Unclaimed Funds ("Escheated Account"): Your Account will be deemed to have been abandoned and will be considered inactive, and the funds in it unclaimed if for five (5) years since the date of last contact from you, the Account is unclaimed by you or by a person with rights to it unless, during the five (5) year term: (i) the funds in the Account have been reduced by withdrawal of funds or increased by deposits (exclusive of interest, fees or other adjustments made by us); (ii) if a passbook Account, if the passbook under your possession has been presented for posting of interests; or (iii) we have written evidence received within the past five (5) years that you or a person with rights to the Account has knowledge of the existence of the Account. No further charges will be imposed on a savings account that is classified by us as inactive and abandoned, unless such charges are otherwise allowed under applicable law.

c. Payment of Interest Will Cease: As of July 1st of the year in which your interest-earning deposit account is considered as abandoned, it will no longer earn interest unless otherwise required by applicable law.

d. Balance Forwarded to the State: If your Account is deemed abandoned, as provided above, the balance of your Account may be forwarded to the corresponding government agency as required by applicable law. Thereafter, you may recover the money by making a claim directly to the corresponding government agency as provided by applicable law.

PART III: ELECTRONIC, WIRE AND AUTOMATED CLEARING HOUSE TRANSFERS

This Part applies to any electronic fund transfer ("EFT"), wire transfer, and automated clearing house ("ACH") services you receive from us within the United States or its territories. For International EFT services, additional disclaimers will be provided at the moment such service is requested. Examples of EFT services include direct deposits to your Account, automatic regular payments made from your Account to a third party, and one-time electronic payments from your Account using information from your check to pay for purchases or to pay bills. For EFT services performed using the debit card given to you under any Account, please refer to Schedule A of this Agreement:

1. Charges for the Right to Make Transfers

We reserve the right to impose a fee to perform an EFT, as reflected in a separate agreement executed by and between you and the Bank regarding the provision of these services, and to change such fees upon written notice to you.

2. Wire and ACH Transfers

You acknowledge that, in compliance with internal Bank policies and/ or provisions of applicable law or regulations of the U. S. Treasury Department, including OFAC's regulations, we may be compelled to stop or reject a request for incoming or outgoing fund transfers, to freeze or withhold funds and/or to return them to appropriate authorities.

We are not obligated to accept incoming fund transfers to your benefit. All the fund transfer credits in your Account are provisional until we receive the final payment of said transfer. If we do not receive the final payment, you agree to reimburse the amount of the transfer. We will not provide a separate notice each time we receive a wire transfer in your Account.

If you request advice in writing, by fax or by email, and we separately agree in writing to comply with your request, you agree to be careful to maintain safety measures when receiving the advice of wire transfers. You accept that you are the only one that assumes total responsibility of your internal safety measures to maintain the information confidential. You agree that we are not obligated to provide any additional advice.

If you send or receive a wire transfer, you accept that the Fedwire® Funds Service can be used. The transactions made through the Fedwire® Funds Service are regulated by the Federal Reserve Board's regulations. When you originate a fund transfer using Fedwire® Funds Service and a beneficiary institution, an intermediary financial institution or a beneficiary is identified by name and number, we and all receiving or beneficiary intermediary institution or a beneficiary can rely on the identification number to make the payment. We can trust the number even if a financial institution, person or account which is not those mentioned is identified.

If we accept a payment through ACH, the operating rules of the National Automated Clearing House Association ("NACHA") will apply, including the following rules:

a. Provisional Payment. Any credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e. the originator of the entry) will not be deemed to have paid you in the amount of such entry.

b. Notice of Receipt. Under the operating rules of NACHA, we are not required to give next day notice to you of receipt of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

c. Choice of Law. We may accept on your behalf payments to your Account which have been transmitted through one or more ACHs, and your rights and obligations with respect to such payments will be construed in accordance with and governed by the PR-UCC and USVI UCC.

You also agree that certain payment orders and funds transfers to or from your Account may be carried out or received through other financial institutions and other systems, in which case such orders and/or transfers will also be subject to the rules of the funds transfers system through which they are made, as amended from time to time.

3. Services Provided Through Use of Oriental Automatized Phone Service

You may perform the following functions on our automatized phone services:

a. You may initiate transfers of funds between your checking and savings accounts.

b. You may make balance inquiries on your checking account(s) and savings account(s).

c. You may change your PIN via the telephone.

d. You may activate debit cards if available to your Account.

4. Preauthorized Transfer Services

You may arrange, as allowed under this Agreement, for the preauthorized automatic deposit of funds to your Account and for the preauthorized automatic payment of bills from your Account.

5. Services Provided Through Use of Oriental Online

We offer our customers an Online Banking service. This service permits you to perform several transactions using your computer and/ or mobile device subject to the terms and conditions applicable to said service.

6. Notice of Rights and Responsibilites

The use of any EFT service described in this Part III creates certain rights and responsibilities regarding these services, as described below.

a. Rights to Receive Documentation of Your Deposits: If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can call us at 1-800-981-5554.

b. Rights Regarding Preauthorized Transfers:

i. Rights and Procedures to Stop Payments: If you have instructed us to make regular preauthorized transfers out of your Account, you may stop any of the payments. To stop a payment, visit any of our branches or call us at: 787-620- 0000, (1-340-714-5703 for US Virgin Islands) or toll free 1-800-981-5554, or write to Oriental Bank, Att. Bank Operations, PO Box 195115, San Juan, PR 00919-5115 or contact your account representative.

ii. We must receive your call or written request at least three (3) business days prior to the scheduled payment. If you call, please have the following information ready: (a) your Account number, (b) the date the transfer is to take place, (c) the person to which the transfer is being made, and (d) the amount of the scheduled transfer. If you call, we will require you to put your request in writing and deliver it to us within fourteen (14) days after you call, provided that your failure to put your request in writing shall not affect the validity of a payment stopped by us.

iii. Notice of Varying Amounts: If you have arranged for automatic periodic payments to be deducted from your Account and these payments vary in amount, the person or company that will pay should notify it ten (10) days prior to the payment date of the amount to be deducted. Instead, you may choose to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.

c. Electronic Check Conversion: You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills. This applies whether the check is blank, partially completed, or fully completed and signed, whether it is presented at the point-of-sale or mailed to a merchant or lockbox and later converted to an EFT, or whether it is retained by you or the merchant or payee. This is called an electronic check conversion, and you authorize us to process any such payment. We have the right to convert an item into an electronic image, and if we receive an image instead of the item, you may request a copy of the image.

d. In Case of Errors or Questions About Your Transactions: Please follow the procedure provided in Section 19 of Part II of this Agreement.

e. Periodic Statements: If we provide monthly Account statements for your Account, all EFT transactions will be reported on the Account statement for the month in which they occurred. If we provide Account statements less frequently than monthly for your Account, then you will continue to receive your Account statement for such cycle unless there are EFT transactions, in which case you will receive a monthly Account statement for the cycle of the subject EFT transactions. In any case, you will receive your Account statement at least quarterly.

7. Liability for Failure to Complete Transaction

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages as provided by law. However, there are some exceptions. We will NOT be liable, for instance:

- If through no fault of ours, you do not have enough money in your Account to make the transfer.
- If the transfer would result in your exceeding the credit limit on your line of credit, if you have one.
- If the electronic terminal was not working properly and you knew about the breakdown before you started the transfer.
- If we have terminated our Agreement with you.
- If we receive inaccurate or incomplete information needed to complete a transaction.
- In the case of preauthorized transfers, we will not be liable where there is a breakdown of the system which would normally handle the transfer.
- If the funds in the Account are subject to legal action preventing a transfer to or from your Account.
- If the electronic terminal does not have enough cash to complete the transaction.
- If we fail to act or delay acting and such failure or delay is caused by legal constraint, interruption of transmission or communication facilities, equipment failure, war, emergency conditions or other circumstances beyond our control.
- If we fail to transmit or delay in transmitting a wire transfer request when such transmittal would result in us having exceeded any limitation upon our intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in us otherwise violating any provision of any present of future risk control program of the Federal Reserve or any rule or regulation of any other U .S ., USVI or Puerto Rico governmental regulatory authority.

There may be other exceptions provided by applicable law. We will be responsible only for performing the services expressly provided for in this Agreement and will be liable only for our gross negligence in performing those services. We will not be responsible for any of your acts or omissions (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any wire transfer request received from you) or those of any other person, including without limitation, any Federal Reserve Bank or transmission or communications facility, the beneficiary's bank (including, without limitation, the return of a wire transfer request by such beneficiary's bank), and no such person will be deemed our agent. You agree to indemnify us against any loss, liability, or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person for any of your acts or omissions or any other person described in this paragraph.

In no event will we be liable for any consequential, special, punitive or indirect loss or damage which you may incur or suffer in connection with this Agreement, including, without limitation loss, or damage from subsequent wrongful dishonor resulting from our acts or omissions pursuant to this Agreement.

8. Disclosure of Account Information

We will disclose information to third parties about your Account or EFTs made to your Account:

a. Where necessary to complete a transfer or to investigate and resolve errors involving the transfer(s);

b. In order to verify the existence and condition of your Account for a third party such as a credit bureau or merchant;

c. In order to comply with government agency or court orders; or

d. With your consent.

PART IV: MISCELLANEOUS

1. Unavailable Funds Charge

In our sole discretion, we may allow an overdraft or use of unavailable funds or funds that are not collected funds to pay for a check, preauthorized transfer, or other debit activity presented for payment. If we do, we may impose a charge for use of such funds as indicated in each of your Account's Terms and Conditions. We may also refuse to allow the overdraft for non-sufficient funds and may also charge you a fee.

2. Notices and Statements

Unless you tell us otherwise in writing, all notices and statements concerning your Account can be sent to you by regular first-class mail. We can use the most recent address we have for the Account. When we place any notice or statement in the mail to you in this way, you will be considered to have received the notice or statement.

You agree to tell us in writing as soon as you change your address or other information affecting your Account. Notices must be in a form and manner acceptable to us with enough information to allow us to identify the Account. Notice sent by you to us is not effective until we have received it and have a reasonable opportunity to act on it. If any statement we mail to you at the most recent address we have for the Account is returned to us by the post office as undeliverable, we can stop sending statements and notices to you until you give us your correct address or until you request that we resume sending your statements by mail.

3. Attorneys' Feed; Collection Costs

Under applicable law and this Agreement, we have certain rights against you on the Account and on any checks that you deposit to it, and cash with or otherwise withdraw from us. You agree that if we hire an attorney(s) and/or a collection agency to assert or defend any of our rights against you, you will pay our collection agency fees, attorneys' fees and our court costs if we prevail.

4. Legal Process

a. Should we receive any process, summons, order, injunction, execution, restraint, levy, citation to discover assets, judgment, reclamation, garnishment, attachment, restraining order, lien or notice issued by any court or governmental authority (including, but not limited to, the U. S. Internal Revenue Service) (collectively, a "Legal Process"), which in our opinion affects your Account, we may, in our sole discretion and without any liability, refuse to honor an order to pay or a request to withdraw money from your Account. We may also freeze and/or deliver funds available in the Account at the time the order regarding a Legal Process is presented to us, in accordance with such order's terms.

b. We will be under no obligation to contest, challenge or question the terms of an order delivered in connection with a Legal Process, or to raise any defense that you may have against the person or entity promoting such Legal Process. We will strictly comply with the terms of any such order, until we have been served with an order or a resolution issued by the same court or authority indicating that the funds be released. Presentment to the Bank of evidence of payment of the debt or release of the obligation that prompted the Legal Process will not be sufficient for the Bank to release the funds.

c. We may also, in our sole discretion, pay to the designated third- party(ies) any amount on deposit in your Account as set forth in and required by such Legal Process, and we will not be liable to you for such payments, even if such payments preclude the payment of items that are properly payable from the Account.

d. You agree to be liable to us for any loss, cost, or expense that we incur as a result of any Legal Process involving your Account, including reasonable attorneys' fees to the extent permitted by law, and you authorize us to deduct such loss, cost or expense from your Account without prior notice to you if such amounts are not previously reimbursed. In addition, we may charge against your Account any fee authorized by law in connection with the Legal Process and as otherwise set forth in each of your Account's Terms and Conditions.

e. Any attachment, pledge or lien against the Account is subordinated to our right of setoff.

5. Our Right to Set-Off

Unless prohibited by applicable law, you give us a lien against the Account and the right to "set-off" and apply any funds in the Account or in the process of being collected, or in any other Accounts held by you with the Bank, against any debt that you may owe us, even if the debt is not related to this Agreement or the Account. We can use this right no matter what the terms of the debt are and even if the debt is not yet due. We do not have to tell you before we assert these rights.

If we exercise our right of set-off against funds in a business CD of yours, the funds that we set-off will be considered an early withdrawal and an early withdrawal penalty may be imposed.

6. Our Rights With Regard to Overpayments

If funds have been deposited into your Account(s), to which you are not legally entitled, by mistake or otherwise, you agree that such amounts are debts owing from you to us, and you authorize us summarily to withdraw such amounts from your Account(s) or any other Account you have with us. We can do this without giving you any advance notice or demand. We can also exercise our right to set off to recover any such amount, as described more fully in Section 5 above.

7. Successors and Assigns

You and we agree that this Agreement binds your and our successors, assigns, and legal representatives..

8. Certain Waivers

We may waive any term of this Agreement which is for our benefit. If we do, that does not mean that we will always waive it. A waiver will not constitute an amendment to this Agreement. That will be true even if we do it many times.

We can choose not to enforce or to delay in enforcing any of our rights, remedies, powers or privileges under this Agreement or under applicable law, without losing any of our rights, remedies, powers or privileges in the future.

We may waive demand, a notice of dishonor, and protest on your behalf as to any check that you deposit to your Account. You waive all other notices and demands to the fullest extent permitted by applicable law. You also waive your right to have us begin the process of "presenting" checks you give to us for deposit by the next Business Day.

9. Captions

The captions in this Agreement are only for convenience. They do not affect the meaning of this Agreement.

10. Severability

If a competent court with jurisdiction declares that any of the sections, paragraphs or clauses contained in this Agreement is null, invalid, illegal or inconsistent with any other statute, rule, regulation or any other applicable law, it shall be understood that said section, paragraph or clause was modified or changed to comply therewith or, if not possible, it shall be excluded from this Agreement. In our sole discretion, the rest of this Agreement will remain in full force and effect.

11. Enforcement of this Agreement

This Agreement can be enforced in state or federal courts located within Puerto Rico or the USVI even if you are not a resident of Puerto Rico or USVI. This Agreement and the Account are subject to applicable federal and local laws and regulations, without regard to local rules concerning conflicts or choice of law. Changes in these laws and regulations may modify the terms and conditions of your Account. We do not have to notify you of these changes, unless required to do so by law.

If applicable law does not permit all of the terms in this Agreement, the ones that are declared invalid or unenforceable will be ineffective to the extent of the conflict and the applicable law will govern. In our sole discretion, the rest of this Agreement will still be in effect.

12. Amendments

We can amend this Agreement, including each of your Account's Terms and Conditions as often as we wish. We may apply any new or changed terms to the collected funds in your Account, funds in the process of being collected, and all future deposits to and withdrawals from your Account, unless prohibited by applicable law. Notice of any change may take the form of (in our discretion) a posting in places of large circulation, such as the lobbies of our branches and offices, or a notice sent to you by e-mail or at the address we use for your period Account statements or whatever notice requirement that may be required by law.

We do not have to post or otherwise provide written notice of any amendment to this Agreement, unless required by applicable law. No change to any term of this Agreement will affect your responsibility to pay all amounts owed under or in connection with this Agreement or the Account. Your continued use of the Account will evidence your agreement to any amendments.

13. Evidence of Transactions

You agree that a photographic record or copy we maintain in the ordinary course of business of any check, withdrawal, transfer, or other transaction involving your Account will be conclusive evidence establishing your liability in any legal action involving you and us.

14. Limited Liability

We are not responsible for anything you mail to us that is lost in transit. We are not liable to you for any action or inaction of ours relating to this Agreement or the Account, except for our own gross negligence or willful wrongdoing. You agree that we are not liable to you for any indirect, consequential, punitive, or exemplary damages or lost profits, even if you advise us of the possibility of such damages.

If you give us instructions which we believe may expose us to potential liability, we may refuse to follow your instructions. If we decide to follow your instructions, we may ask you for certain protections, such as a surety bond or your indemnity in a form satisfactory to us.

15. Jury Trial Waiver

You agree not to seek (a) a jury trial in any lawsuit, proceeding, counterclaim, or any other action presented before a Federal Court based upon, or arising out of, this agreement, any account, or the dealings or the relationship between or among you and us, or (b) to consolidate any such action with any other action in which a jury trial cannot be or has not been waived. The provisions of this section will be subject to no exceptions. We have not agreed with any of you or represented to any of you that the provisions of this paragraph will not be fully enforced in all instances. You acknowledge that this waiver may deprive you of an important right and that this waiver has been knowingly and voluntarily made.

SCHEDULE A: MASTERCARD BUSINESS DEBIT CARD AGREEMENT

Only available for Accounts that operate with one (1) or more indistinct Authorized Signatures. That is, if there is more than one (1) Authorized Signature registered on the Account with authority not required to act jointly with any other Authorized Signature under the Account.

1. Definitions:

a. General Definitions: In this **Business Debit Card Agreement** (the "**Card Agreement**"), the words "**Bank**," "**we**," "**us**," and "**our**" mean Oriental Bank. For purposes of this Schedule A, the words "you" and "your" mean the business entity (the "**Business**") that has opened a business checking account with us, and each Authorized Signature under the Account in turn authorized by the Business to use a debit card in conjunction with the Account, each of whom must be an Authorized Signature under the Account with authority not required to act jointly with any other Authorized Signature under the Account. All capitalized terms not defined herein have the meanings ascribed to such terms in the Business Deposit Account Agreement executed by and between you and us (the "**Account Agreement**").

b. Additional Definitions: For purposes of this Schedule A, the following terms have the meanings set forth below:

i. "**Account**" means any business checking account that the Business has with us which operates with one (1) or more indistinct Authorized Signatures and from which we agree to allow withdrawals and transfers to be made with a Debit Card, and/or to which we agree to allow deposits to be made with a Debit Card.

ii. "**ATM**" means any automated teller machine where you can use a Debit Card.

iii. "**Card**" and "**Debit Card**" means any Business Debit Card we agree to issue for use with your Account.

iv. "**Card Transaction**" means any withdrawal, transfer, deposit, balance inquiry or other transaction made with a Card.

v. "**Designated Account**" means the Account that the Business has designated as the principal account to be used for POS Card Transactions.

vi. "**ITM**" means any interactive teller machine where you can use a Debit Card or other access devices as available from time to time.

vii. "**Participating ATMs**" means third party ATMs that have agreed, or that participate in networks that have agreed, to accept your Card to perform certain Card Transactions.

viii. "**Participating Merchants**" means merchants that have arranged to accept your Card as a means of payment for goods and services obtained from them.

ix. "**PIN**" means the personal identification number you agree to use to identify yourself when using the Card at an ATM, ITM or POS terminal.

x. "**Point-of-Sale**" or "**POS**" terminal means an electronic terminal at which you can use your Card to pay for goods and services and receive cash by debiting your Account.

2. Card Transactions

We currently offer the following Card Transactions:

a. Deposits and Balance Inquiries: The Card can be used to make deposits to your Account at our ATMs or our ITMs. The Card can also be used at our ATMs and our ITMs to get balance information on your Account. You may also be able to get balance information on your Account at certain Participating ATMs and certain participating ITMs.

b. Withdrawals: The Card can be used to make cash withdrawals from ATMs, ITMs and certain transfers of funds between the Business' Accounts. The Card Transactions described in this subsection (b) are available at our ATMs, our ITMs and also at Participating ATMs.

c. Point-of-Sale (POS) Card Transactions: The Card can be used to pay for purchases (whether through a POS terminal or otherwise) at Participating Merchants. At the time of the purchase, you may also be able to withdraw cash, subject to cash availability and merchant agreement. You will receive a receipt at the time you perform any POS Card Transaction at a Participating Merchant. These POS Card Transactions are not available at all places or merchants.

   In addition, if your Card is branded with a network logo, it may be used at any merchant that accepts debit cards through such network to pay for goods and services.

d. When Card Transactions are Available: Card Transactions may be made at our ATMs, our ITMs, at Participating ATMs, and at POS terminals of Participating Merchants. Please note that, even if your Card is branded with the Mastercard® logo, it may not be accepted in all countries.

   Our ATMs, ITMs and certain Participating ATMs are open twenty-four (24) hours every day, except:

i. All ATMs and ITMs are closed briefly each day for balancing.

ii. ATMs and ITMs located inside Bank premises are open only during banking hours.

iii. ATMs and ITMs may be closed due to malfunction or for security reasons.

Limitations on Availability of Services: We use third party networks to process certain Card Transactions, and the Card Transactions described above may not be available at all merchants or at all ATMs, ITMs or POS terminals where you can use your Card and PIN.

3. Agreement

By applying for a Card or by using a Card, you agree to all of the terms and conditions in this Card Agreement. You also agree that you will only use the Account and the Card Transactions for proper business purposes, and not for any personal, family or household purpose. This Card Agreement is part of the Account Agreement. Except to the extent of any irreconcilable conflict with the express provisions of this Card Agreement, the terms and conditions contained in the Account Agreement apply to this Card Agreement. For example, this Card Agreement can be amended as described elsewhere in the Account Agreement.

4. Limitations on Card Transactions

a. General:

i. We may limit the number, type and form of Accounts to or from which we will allow Card Transactions.

ii. You agree not to use your Card for a transaction that would cause your Account balance to go below zero, or to access an Account that is no longer available or lacks sufficient funds to complete a Card Transaction. You agree not to use your Card for a Card Transaction that would exceed your Account balance plus the available credit on any credit line attached to your Account. We will not be required to complete any such Card Transaction, but if we do, we may, at our sole discretion, charge or credit the Card Transaction to another account, and you do agree to pay us the amount of the improper withdrawal or transfer upon request.

iii. For security reasons, if you give an ATM, ITM or POS terminal the wrong PIN after three (3) attempts, the ATM, ITM or POS terminal may refuse to process the Card Transaction and also may keep your Card. For security reasons, we do not have to allow any Card Transaction after your Card or PIN has been reported lost or stolen, or if we believe that the Card or PIN has been or may be used fraudulently.

b. Limitations on ATM, ITM, and POS Card Transactions:

i. Daily Limit for Card Transactions: You may withdraw up to$500 ($1,000 in the US Virgin Islands) in cash each day from the Account by using your Card and PIN. This limit per Account per day applies in the aggregate to the individual persons to whom we issue a Card, and applies even if you have access to more than one Account with your Card and PIN. If on a particular day, the amount of Available Funds in your Account totals less than the daily limit, you may not withdraw more than the total of available funds on that day.

ii. Daily Limit on POS Card Transactions: POS transactions will cause your Designated Account to be debited for the amount of the purchase. You may make POS transactions with your Card up to $5,000 (please refer to the Terms and Conditions disclosure) or the balance of available funds in your Designated Account, unless otherwise authorized by the Bank.

In deciding whether to process a POS transaction from your Designated Account, you agree that we may either (1) immediately debit your Designated Account for the amount of the POS transaction as soon as we receive any electronic or other notice of the POS transaction, or (2) place a "hold" on funds in your Designated Account in an amount equal to the POS transaction as soon as we receive any electronic or other notice of the POS transaction . If we place a "hold" on funds in your Designated Account to cover a POS transaction, we do not have to make the funds that are subject to a "hold" available to you for withdrawal or to pay for any transaction from your Designated Account, apart from the POS transaction that was the reason for our putting the funds on "hold.

We have the right to return any check or other item drawn against your Designated Account to ensure there are funds available to pay for the POS transactions. We may, but do not have to, allow POS transactions which exceed the Available Funds in your Designated Account. If we do, you agree to pay the overdraft. You also agree to pay overdraft charges in effect from time to time for each POS transaction which causes the Available Funds in your Designated Account to be exceeded.

iii. Other Limitations: During a malfunction of an ATM, ITM or POS terminal, our computer system or the ATM, ITM or POS system, we may limit the number, dollar amount and the types of Card Transactions you can make, including the types of Accounts you can access with a Card (whether or not at an ATM, ITM or POS terminal). We may also refuse to permit a Card Transaction if the Card has been damaged or has deteriorated to the point where this ATM, ITM or POS terminal can no longer process the Card. For security reasons, there may be other limits on the number and dollar amount of transactions you can make with a Card (whether or not at an ATM, ITM or POS terminal), and the number of times you can use your Card and PIN, in addition to the limits that are described in this Card Agreement.

Other limitations may apply at Participating Merchants or at ATMs, ITMs or POS terminals.

5. Currency Conversion

If you effect transactions with your Card in a currency other than US dollars, Mastercard International Inc. (**"Mastercard International"**) will convert the charge into a US dollar amount. Mastercard International uses a currency conversion \ procedure, which is disclosed to institutions that issue Mastercard®. Currently, the currency conversions rate used by Mastercard International to determine the transaction amount in US dollars for such transactions is generally either a government-mandated rate or wholesale rate, determined by Mastercard International for the processing cycle in which the transaction is processed, increased by an adjustment factor established from time to time by Mastercard International. The currency conversion rate used by Mastercard International on the processing date may differ from the rate that would have been used on the purchase date or the cardholder statement posting date. A transaction fee may be charged.

6. Charges

Our charges for Card Transactions and for the issuance of a replacement Card are disclosed in each of your Account's Terms and Conditions. When you use an ATM or ITM not owned by us, you may be charged a fee by the ATM/ITM operator or any network used, and you may be charged a fee for a balance inquiry even if you do not complete a funds transfer.

7. The Card

The Card belongs to us. We can take it back at any time without any advance notice. You agree to promptly surrender the Card whenever we or our agents request it.

8. Your PIN

Certain transactions involving your Card require use of your PIN, which is used to identify you as an authorized user. Because the PIN is used for identification purposes, you agree to notify us immediately if the secrecy of your PIN is compromised. You agree that you will not give your PIN to anyone. You also agree that you will not write your PIN on the Card or on anything that is easily accessible to an unauthorized user. YOU ALSO AGREE THAT YOU WILL NOT KEEP YOUR PIN, ACCOUNT NUMBER(S) AND CARD IN THE SAME PLACE.

The security of your Account depends upon your maintaining possession of your Card and the secrecy of your PIN. You may change PIN, if you feel that the secrecy of your PIN has been compromised, by visiting one of our branches or at one of our ATMs or our ITMs. If you forget your PIN, you will have to get a new PIN. We do not keep any record of your PIN.

9. Liability for Card Transactions

1. General: You agree that if you give your Card or your PIN to another person, or if the Business asks us to issue a Card and a PIN to another person, you will be responsible for all Card Transactions done by that other person, just as if you had made the Card Transactions yourself. If the Business wants us to terminate another person's authorization to engage in Card Transactions and cancel all Cards and PINs that access your Account, the Business must give us at least five (5) Business Days' advance notice. If you notify us verbally, we may ask you to confirm the notification in writing within five (5) Business Days. Any Card or PIN we issue to another person at your request will be subject to this Agreement.

2. Lost or Stolen Card or PIN: Tell us AT ONCE if you believe your Card or PIN and/or Account number(s) has been lost or stolen or that someone has withdrawn or transferred or may withdraw or transfer money from your Account without our permission.

   a. Telephoning is the best way of keeping your possible losses down.

   b. Tell us AT ONCE if your Account statement shows any transaction that you did not make or authorize. The transaction that is the subject of your claim or question must be recorded in your account, not pending processing or in transit. If you provide verbal notice, you will be required to send in your complaint or question in writing within ten (10) Business Days. You must notify us of any problem or error that you may find in your Account statement within thirty (30) days after we sent you or otherwise made available to you the first Account statement containing or listing the problem or error. Except in cases directly caused by our gross negligence or willful misconduct or otherwise required by law, you agree that we will not be liable for any losses resulting therefrom or from your failure to give such notice, from any loss of interest or any interest equivalent with respect to a payment order shown on such Account statement or savings book or fraud. Subject to the exception above, you will be precluded from asserting against us any claim based on any such error or problem except as otherwise provided by law.

   c. Call or write us: You may call or write to us about any matter described in this Section 9. Our telephone number for this purpose is 1-800-981-5554 (from 8:30 am to 5:30 pm), or write to: Oriental Bank, Customer Service Department, PO Box 195115, San Juan, PR 00919-5115. If you call us about anything described in this Section 9, we may ask you to confirm the information during your call or by writing within ten (10) Business Days.

   d. Please give us the following information when you call or write:

      i. Your name and Account number.

      ii. Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information

      iii. Tell us the dollar amount of the suspected error.

10. Canceling This Agreement

We can cancel this Card Agreement at any time without any advance notice to you. You can cancel this Card Agreement by telling us in writing that you want to cancel this Card Agreement. You can also cancel this Card Agreement by closing your Account(s). You agree to give us at least seven (7) Business Days to cancel this Card Agreement after you give us notice. You remain responsible for all transfers of funds to and from your Account(s) during such seven (7) Business Days.

Even if this Card Agreement is canceled or ends, you understand that you will continue to be responsible for paying us whatever you owe us at that time under this Card Agreement.

SCHEDULE B: REGULATION CC DISCLOSURES

Funds Availability Policy

The Funds Availability Policy establishes the time that it will take for deposits to your Account to be available to you for withdrawal. All capitalized terms not defined herein have the meaning ascribed to such terms in the Business Deposit Account Agreement executed by and between you and us.

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

Further details of our Funds Availability Policy are explained in the disclosures provided during the opening of your Account.

Substitute Checks and Your Rights

What is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to the original checks, with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would us the original check." You may use a substitute check as proof of payment, just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

What are my Rights Regarding Substitute Checks?

In certain cases, federal law provides a special procedure that allows you to request a refund for losses you suffer if a substitute check is posted to your Account (for example, if you think that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.
If you use this procedure, you may receive up to two thousand five hundred ($2,500) of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we received your claim.

We may reverse the refund (including any interest on the refund) if we later are able to demonstrate that the substitute check was correctly posted to your Account.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please call us at 787-620-0000 (1-340-714-5703 for US Virgin Islands), or toll free 1-800-981-5554 any of our branches or contact your customer service representative. If you prefer, you may notify us in writing at the following address: Oriental Bank, Att. Bank Operations, PO Box 195115, San Juan, P. R. 00919-5115. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect)
- An estimate of the amount of your loss

- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss
- A copy of the substitute check or the following information to help us identify the substitute check: check number, name of the person to whom you wrote the check, and the amount of the check.

SCHEDULE C: INFORMATION REGARDING UNLAWFUL INTERNET GAMBLING

Federal regulations implemented pursuant to the Unlawful Internet Gambling Enforcement Act of 2006 ("**UIGEA**") require us to notify our commercial customers that we are prohibited from processing any restricted gambling transactions on their behalf. Restricted transactions involve the collection of Internet bets or wagers for businesses engaged in Internet gambling transactions (e.g ., online gambling casinos) that are made by persons participating in unlawful Internet gambling transactions. For instance, we are prohibited from processing any transactions by check, credit or debit card, electronic funds transfer, wire transfer or similar device for credit to a commercial account if the transaction involves the receipt of an unlawful bet or wager made through the Internet. A bet or wager is unlawful if it violates any applicable Federal or State law in the State or Tribal lands, as defined in the UIGEA, in which the bet or wager is initiated, received or otherwise made.

SCHEDULE D: CURRENCY TRANSACTION REPORT REFERENCE GUIDE (DISCLOSURE REQUIRED BY FINCEN)

Why is My Financial Institution Asking Me for Identification and Personal Information?

Federal law requires us to report currency (cash or coin) transactions over $10,000 conducted by, or on behalf of, one person, as well as multiple currency transactions that aggregate to be over $10,000 in a single day. These transactions are reported on the Currency Transaction Reports ("CTRs"; FINCEN 104). The Bank Secrecy Act of 1970, as amended, which requires these reports to be filed, was passed to safeguard the financial industry from threats posed by money laundering and other financial crime. To comply with this law, we must obtain personal identification information about the individual conducting the transaction such as a Social Security number as well as a driver's license or other government issued document. This requirement applies whether the individual conducting the transaction has an account relationship with us or not.

There is no general prohibition against handling large amounts of currency and the filing of a CTR is required regardless of the reasons for the currency transaction. We collect this information in a manner consistent with your right to financial privacy.

Can I Break Up My Currency Transactions into Multiple, Smaller Amounts to Avoid Being Reported to the Government?

No. This is called "structuring." Federal law makes it a crime to break up transactions into smaller amounts for the purpose of evading the CTR reporting requirement, and this may lead to a required disclosure from us to the government. Structuring transactions to prevent a CTR from being reported can result in imprisonment for not more than five (5) years and/or a fine of up to $250,000. If structuring involves more than $100,000 in a twelve (12) month period or is performed while violating another law of the United States, the penalty is doubled.

SCHEDULE E: CASH MANAGEMENT SERVICES MASTER AGREEMENT

By executing the Oriental Cash Management Service Form (the **"Service Form"**) and the Service Fee Schedule (the **"Fee Schedule"**), the governmental, business legal entity or entities, or the individual or individuals doing business (for example and without limitation, individual(s) doing business under a commercial name, ("d/b/a"), sole proprietorships, professional or private practitioners, among others) identified in the Service Form (collectively, the **"Company," "you"** or **"your"**) is or are entering into this Cash Management Services Master Agreement (**"OCM Agreement"**) with Oriental Bank (**"Bank," "we," "us,"** or **"our"**) . You and the Bank are each sometimes referred to as a **"Party"** or collectively as the **"Parties".**

RECITALS

WHEREAS, the Company maintains with the Bank the business deposit accounts identified in the Service Form (the "Accounts") pursuant to the terms and conditions of the Business Deposit Account Agreement (the "**BDA Agreement**");

WHEREAS, the Company desires to obtain from the Bank various commercial electronic banking and cash management

services in connection with the Accounts (to the extent applicable, the "Services") to be performed under this OCM Agreement and the corresponding service schedules (each, a "Service Schedule") applicable to the Services selected by the Company from time to time in the Service Form each of which Service Schedule(s) shall be deemed incorporated to this OCM Agreement while in effect; and

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

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

1. Services

a. **General**

i. Subject to the terms and conditions of this OCM Agreement and the applicable Service Schedules and in consideration for the fees agreed upon and accepted by you in the Fee Schedule, the Bank will provide the Services to you, and you shall obtain the Services exclusively from the Bank. Depending on the Services selected by you in the Service Form(s), access to the Services will be provided through the Internet or through private telecommunications networks.

ii. You recognize and accept that Access to the Services and/ or to particular functionalities thereunder may be subject to qualification requirements as determined by the Bank and/ or the rules applicable to the underlying payment system from time to time and, therefore, may not be available for all Companies or for all Accounts. You further recognize and accept that the Bank may suspend any Company's and/or End User's access to the Services and/or to any functionality thereunder if the subject Company failed to comply with any applicable qualification requirements.

b. **Additional Services.** The Service Form, the Fee Schedule and the Service Schedules contain additional terms and conditions applicable to the Services. The Service Schedules include the ACH Origination Agreement (**"ACH Agreement"**), the Wire Transfer Agreement (**"WT Agreement"**), the Positive Pay Agreement (**"Positive Pay Agreement"**), the Oriental Biz Service Agreement (**"BMB Agreement"**), and any other agreements that in the future may be incorporated into this OCM Agreement. The BDA Agreement, Service Form, Fee Schedule, and Service Schedules, and any amendments thereto or hereto, form an integral part of this OCM Agreement; as such, reference to this OCM Agreement shall include any and all Service Schedules as in effect from time to time. In the event of any conflict between this OCM Agreement and any Service Schedule, the Service Schedule shall prevail as to the subject matter thereof.

c. **Electronic Delivery of Information.** Each Company accepts and agrees that: (i) the Bank may transmit and deliver electronically to you, to the Company any or all future notices, disclosures, statements and/or other communications regarding or in any way related to this OCM Agreement and/or any Services (**"Electronic Delivery of Information"**) including, without limitation, notices of amendments to this OCM Agreement and/ or other attachments hereto; and (ii) affirmatively consent to such Electronic Delivery of Information . Electronic Delivery of Information may be done: (i) by electronic remittance thereof to the external e-mail address registered by the Company (**"Registered e-mail Address"**); (ii) by publication of the information in our website www.orientalbank.com (orientalbank.com/USVI for US Virgin Islands); or (iii) otherwise as permitted by applicable law or regulation. You must immediately notify the Bank in writing any changes to the Registered e-mail Address. You may request copy of any notice or disclosure that we may send to you in connection with this OCM Agreement by writing sent to Oriental Bank- OCM Technical Support, P.O. Box 195115 San Juan, PR 00919-5115, or by e-mail sent to ocmtechnicalsupport@orientalbank .com, provided that we do not recommend remittance of sensitive information through the Internet.

2. General Obligations and Agreements of the Company

a. Bank Account. During the term of this OCM Agreement, each Company registered hereunder shall maintain with the Bank at least one Account. The Accounts registered under this OCM Agreement are those set forth in the Service Form. The transactions processed, credited to and/or otherwise carried out through or in connection with the Account(s) pursuant to this OCM Agreement shall be subject to the terms and conditions regarding the availability of funds established by applicable law and regulations and by the BDA Agreements. If the Company wants the Bank to credit processed payments to a different account, you shall notify us in writing at least thirty (30) days prior to the date on which we shall commence crediting the amounts received to that other account.

b. Designation of Administrator, Alternate Administrators and End Users.

i. You shall designate an Administrator in the Service Form who, in addition to any other duties as responsibilities set forth elsewhere in this OCM Agreement, will serve as main contact between the Bank and each Company in connection with

the Services and this OCM Agreement (**"Administrator"**). Each Company expressly authorizes the Administrator to act on its behalf, and to designate, create and authorize additional users with administrator capabilities as defined solely by the Administrator (each, an **"Alternate Administrator"**) or with other more limited capabilities (together with the Administrator and the Alternate Administrator, the **"End Users"**) and who shall also be deemed authorized to act on its behalf to the extent of their designated capabilities.

ii. Each Company acknowledges that the Administrator is authorized to act on the Company's behalf for all intents and purposes provided for in or related to the OCM Agreement and the Accounts. Among other things, the Administrator will have full access to the Services including, without limitation, authority to designate End Users and Alternate Administrators, manage and assign access codes, request Services, and perform and/or authorize performance of all permitted transactions under such Services, subject to limitations and conditions that may be set forth by the Bank from time to time. The Bank shall not be responsible or liable for the acts, omissions or wrongful acts of the Administrator, Alternate Administrators and/or other End Users.

iii. Each Company further acknowledges and agrees that the designation of the Administrator shall continue in full force and effect until you notify to us in writing signed by your authorized representative that the Administrator has been modified, provided that such notice shall not bind us until we have reasonable opportunity to act on it.

c. Codes and End Users.

i. In connection with the Services and for security reasons, the Bank shall create and assign a username and password (each, a **"Code"**) to the Administrator.

ii. After the Bank issues the initial Codes, the Administrator will be able to create and assign additional Codes to particular End Users for access to the Account(s) through the cash management Services system (**"System"**). The Administrator will also be able to define the accesses and authorizations granted to each End User. End Users must be at least 21 years of age or have legal capacity to contract by emancipation. End Users must be in the United States, including the Commonwealth of Puerto Rico or the USVI. You must use and instruct End Users to use the Services only for commercial purposes in connection with the Company on behalf of which and/or the Account(s) in connection with which they are authorized to use the Services; never for personal, family or household purposes. Each Company recognizes and accepts that the Bank does not have control of individuals designated as Administrator, Alternate Administrator(s), and/or other End User(s) or of any accesses and/or authorizations granted to or by any of them and that End Users, may not be the same individuals authorized as Authorized Signatures under the Accounts. You and each Company will be fully liable for any and all acts or omissions of End Users in any manner related to, directly or indirectly, this OCM Agreement and the Services

iii. Each Company recognizes and agrees that any and all acts and omissions of the Administrator, Alternate Administrators, and/or other End Users shall be deemed the acts and omissions of the Company, that the Bank shall have no duty to audit or otherwise confirm whether the acts and/ or omissions of the Administrator, Alternate Administrators, and/ or other End Users are within any authority granted to them by the Company or on behalf of the Company and that the obligation of the Bank will be limited to assuring that access to the Services is gained through the operational protocols in place from time to time. Each Company shall hold the Bank, its affiliates, directors, officers, employees, representatives, agents and subcontractors harmless from and indemnify them with respect to any and all acts and/ or omissions of the Administrator, Alternate Administrators and/or other End Users.

iv. Each Company shall take, and require each End User to take, such actions as are necessary for it to protect and maintain the confidentiality of, prevent the unauthorized use of, and restrict access to, the Codes.

v. The Bank shall assume that, and has no obligation to verify if, anyone using the Codes has been duly authorized by any of the Companies.

vi. The Company shall have sole responsibility for all losses, claims, demands, penalties, actions, causes of action, suits, obligations, liabilities, damages, delays, costs, or expenses, including without limitation reasonable attorney's fees (**"Losses"**) resulting from, arising out of, or incurred in connection with compliance by the Bank with the Company's or any End User(s) specifications or instructions, information accessed or transactions effected with a lost, stolen, counterfeit or misused access codes, authenticating image or identification number and any transfer or instruction initiated by an End User which is not completed due to lack of funds.

vii. The Bank shall not be responsible and/or liable for the misuse of the Codes, including, but not limited to, their disclosure to unauthorized third parties.

viii. The Bank shall not be responsible for the use of the Codes by any person or entity authorized by the Company and/

or the Administrator and/or any Alternate Administrators, including, but not limited to, any of the Companies' officers, directors, employees, agents or contractors.

ix. The Bank does not have access to the Codes; therefore, if any End User forgets or loses them or gets blocked, the Administrator will need to create new ones and/or follow the applicable resetting procedures so that the End User can continue using the System.

d. **Security Procedures.**

i. Each Company acknowledges and agrees to comply with and to require End Users to comply with, the security procedures set forth herein as supplemented by any Service Schedule hereto and such other security procedures as determined by the Bank from time to time with respect to the Services (individually and collectively, the "Security Procedures").

ii. The System has been designed to minimize the possibility of fraud and error by placing the Codes under the control of the Administrator as the person authorized by each Company.

iii. 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.

iv. Each Company authorizes the Bank to treat any instruction made on and/or transaction carried out and/or information transmitted through the System and all uses thereof with the Codes as if made in writing and signed by the appropriate authorized officer of the applicable Company and will bind the Company even if not authorized by it. The Bank's records will be conclusive regarding any access to, or action taken through, the System. Each Company agrees that the Bank shall have no responsibility to verify the identity of anyone accessing the System with the Codes.

v. The Bank may deny access to the System and/or to the Services or any of them without prior notice if unable to confirm to its satisfaction any person's authority to access the Services (provided that the Bank may deem use of the Codes as confirmation of the user's authority to access the Service and the System) or if the Bank believes such action is necessary for security reasons. Likewise, the Bank may at any time (but shall not be required to) block any Company and/or any End User from using the System and/or any Services or take any other measure it deems convenient without incurring in any liability including, without limitation, if the Bank receives any notification of or suspects a security violation. The Bank shall have a reasonable period of time and opportunity, as determined in the Bank's sole discretion, to act upon any notice of a security violation.

vi. Each instruction, direction, deposit or any other information transmitted or operation carried out through the Service and all uses thereof using Codes that pertain to any End Users will be considered as performed by, received from, originated by or authorized by the Company to which it relates and will bind the Companies even if not authorized by them and/or the subject End User. Each company assumes the entire risk of fraudulent or unauthorized use of the codes and/or services and agrees to: (i) use the Services, and cause each End User to use them, responsibly and in accordance with this OCM Agreement, (ii) follow, and require each End User to follow, the instructions, requests, and recommendations given to it by the Bank or any of our service providers in connection with the Services, protect, and require each End User to protect, the Equipment (as defined below) and Codes from unauthorized access and (iv) diligently cooperate with the Bank in connection with any matter related to the Services . You shall immediately notify us in writing if any loss, theft, or unauthorized use of the Services or of the Codes is detected or suspected. Without limiting the generality of the foregoing, each Company accepts responsibility for unauthorized access to the System by its or any of the Companies' directors, officers, employees, contractors or agents, or by any third party using the Codes.

vii. Each Company confirms that it has instituted and agrees to maintain the proper controls to safeguard against unauthorized transmissions and/or access to the System through its computers, terminals and Equipment, (as defined below) and with the Codes. You represent and warrant to the Bank that no individual will be granted access to the System or be allowed to initiate transactions in the absence of proper supervision and safeguards, and agree to take reasonable steps to maintain the confidentiality of the Security Procedures, the Codes, any other applicable access devices, and related instructions provided by the Bank in connection with the Security Procedures. The occurrence of unauthorized access will not affect any transfers made in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

viii. We have implemented authentication procedures that End Users must complete from time to time and/or randomly at any time prior to accessing the System and/or any Services. In certain cases, authentication procedures may require that you provide End Users' phone numbers or other contact information; you are solely responsible for providing

accurate phone numbers to the Bank. By providing us End Users' phone numbers and/or other contact information you represent and warrant to us that you are authorized to provide it to us for our use in connection with authentication procedures. The Bank has no obligation to audit, check or verify End User phone numbers. Each Company agrees that access to the System and/or to any of the Services may be denied to any End User who fails to complete such authentication procedures successfully.

ix. Each Company agrees that the Security Procedures described in this OCM Agreement are a commercially reasonable method for providing security against unauthorized payment orders or any other unauthorized transaction. Each Company acknowledges that the purpose of the Security Procedures is for authentication purposes and not to detect an error in the transmission or content of an entry. No security procedures for the detection of any such error have been agreed upon between you or any Company and the Bank.

e. **Equipment and Communication Facilities**.

i. While this OCM Agreement is in effect each Company shall, at its cost and expense, have and maintain the necessary equipment, software, data communications equipment, communication services and communication facilities, including, among others, a personal computer, a communication system and modem, a telephone line, and networking services including, without limitation, a secure Internet connection, all with the specifications required by the Bank from time to time (individually and together "Equipment"), in order to use the Services and access on-line all information and documentation to be prepared by the Bank under this OCM Agreement. In addition, if the Company registers for Oriental Biz, the Bank's business mobile banking service, Equipment includes one or more mobile devices, tablets or other Equipment and software with specifications as required by the Bank from time to time. The Bank has no obligation to provide or maintain any Equipment for the Company and/or its End Users, and it will not do so.

ii. The Company is responsible for providing to its End Users any information required by them in connection with Equipment and/or required specifications. Each Company recognizes and accepts that failure to maintain the Equipment according to required specifications may prevent or adversely affect the use of the Services or result in Service failures and/or additional fees. The Bank shall not be responsible or liable to the Companies and/ or to any other person or entity for any malfunction of the Equipment.

iii. The Bank is not responsible or liable for trouble shooting Internet connectivity issues with any Internet service providers ("ISPs"), for your inability to use the Services and/ or for any loss, injury, damage, or other liabilities resulting from or related to any modifications to the Equipment specifications or Equipment.

f. **Registered Affiliates**.

i. Subject to the terms of this Section f (Registered Affiliates), the Administrator may, from time to time, request the Bank to register under and/or deregister from the Services one or more of your Affiliates (as defined below) (each Affiliate that is registered, a **"Registered Affiliate"**) and one or more of the account(s) of such Affiliates with us (**"Affiliate Account"** and, for purposes of this OCM Agreement, once registered also an **"Account"**) . Each reference to the "Company," "you" or "your" throughout this OCM Agreement shall include each Registered Affiliate.

ii. To register an Affiliate and its Account(s) under the Services, you must be authorized by the corresponding Affiliate to do so . Each Company's authorization must be documented in the forms provided by the Bank from time to time for that purpose or as otherwise acceptable to the Bank. Additionally, the corresponding Affiliate(s) must acknowledge and agree to the terms of this OCM Agreement as applicable to it. Without limitation, each Company must recognize that, with respect to the Affiliate Account(s), the Administrator will have the same powers, authority and capabilities as set forth in this OCM Agreement. By registering any Affiliate and/or its Affiliate Accounts under the Services, maintaining their respective registrations and conducting transactions or otherwise using the Service on their behalf, you represent and warrant to us that you are duly authorized by the corresponding Registered Affiliates as set forth in this OCM Agreement.

iii. While registered under this OCM Agreement, each Registered Affiliate must be an Affiliate of yours. You shall immediately notify us in writing if the Registered Affiliate ceases to be an Affiliate of yours. Each Company agrees that any and all Affiliate Accounts of entity Registered Affiliate that ceases to be an Affiliate of yours shall be deregistered from the Service and, without need of further notice from us, you shall immediately cease any transaction or activity in the System and/or with respect to the Services in connection with said former Affiliate Accounts. For purposes of this OCM Agreement: (i) "Affiliate" shall mean an entity controlling, controlled by or under common control with you, (ii) "Control" shall mean the direct or indirect ownership of over fifty percent (50%) of the capital stock (or other ownership interest, if not a corporation) of any entity or the possession, directly or indirectly, of the power to direct the management and policies of such entity by ownership of voting securities, by contract or otherwise, (iii) "Controlling" shall mean having Control of any entity, and (iv) "Controlled" shall mean being subject of Control by another entity.

iv. You shall assure that all transactions under this OCM Agreement with respect to a Registered Affiliate be made to and/or through the Account(s) of said Registered Affiliate. That is, transactions and/or other operations corresponding to a Registered Affiliate shall not be conducted through an Account of yours or of a different Registered Affiliate. Each Company agrees that you are responsible for assuring compliance with this provision and that the Bank may, but shall not be required to, monitor compliance with it.

g. Compliance with laws and regulations. Your and your End User's use of the System and of the Services shall at all times comply with applicable law and regulation. Without limiting the generality of the foregoing, each Company will comply with all federal and other anti-money laundering statutes, rules, regulations and guidelines if and as applicable to them. Among others, each Company will comply with the economic sanctions and embargo programs administered by the United States Department of the Treasury's Office of Foreign Assets Control ("OFAC"), which apply to all United States citizens and companies as well as with other regulations imposed by OFAC including, but not limited to, the International Emergency Economic Powers Act, 50 U.S.C. §1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. 1, et seq., and any Executive Orders or regulations promulgated thereunder, which prohibit, among other things, the engagement in transactions with, holding the securities of, and the provision of services to certain embargoed foreign countries and specially designated nationals, specially designated narco-traffickers, terrorist sanctions, and other blocked parties. Procedures are in place to help ensure no prohibited transactions occur with sanctioned countries or entities on the "Specially Designated Nationals and Blocked Parties" (SDN) list maintained by OFAC

h. Information. Upon request by the Bank, you agree to promptly provide to the Bank such information pertaining to any or all of the Companies as the Bank may reasonably request. Such information may include, without limitation, information regarding the Companies' financial condition and their general business activities.

3. Service Fees

a. **Service Fees**.

i. For services provided under this OCM Agreement, you shall pay the Bank the related fees set forth in the Fee Schedule. In addition, fees applicable to other products and services including, without limitation, those applicable under the BDA Agreement(s) continue to apply. If a transaction is concurrently covered under the OCM Agreement (including any Service Schedules in effect at present), the BDA Agreement or any other agreement, fee(s) applicable thereunder will be charged regardless of whether they are conducted through the OCM Services.

ii. The Company will designate in the Service Form or as otherwise acceptable to the Bank an Account to debit directly from it any and all fees and/or commissions agreed upon for the Services (**"Designated Account"**). You agree to maintain sufficient available funds in the Designated Account to cover all fees, charges, commissions, and other amounts payable under this OCM Agreement including, without limitation, those corresponding to Services provided to Registered Affiliates (**"Fees"**); provided that, in the absence of sufficient available funds in the Designated Account to cover the Fees or any part thereof on the date that they are to be processed, the Bank may debit such Fees or a portion thereof from any other Account (including an Affiliate Account). In addition, the Bank may offset any amount owed to any of the Companies in order to obtain payment of the fees, and each Company expressly authorizes the Bank to do so.

iii. You and the Registered Affiliates, if any, shall be jointly and severally liable for any and all Fees payable hereunder and agree to pay such Fees to the Bank on demand by it.

iv. If the Services or any of them consists of the compilation, processing and crediting of payments to the order of any or all of the Companies, each Company, joint and severally, agrees to pay the Bank any and all Fees for Services rendered even under circumstances when any payment received from a client or customer of any such Company or from any other person or entity has not been credited to the Account(s) because the payment was returned or, in any manner, reverted or debited from the Account(s).

v. Each Company recognizes and accepts that the Fees agreed upon for the Services may be amended by the Bank at any time, provided that the Bank notifies you in writing or electronically. Such amendments shall become effective as provided in the notice of amendment to you. If you or any Registered Affiliate does not agree with the amended Fees, you and, as applicable, said Registered Affiliate shall notify the Bank in writing within ten (10) days after the date of the Bank's notice of amendment and stop using the Services not later than the date on which the amendment becomes effective. In such case, the Bank may, at its discretion, terminate this OCM Agreement, effective immediately, upon providing written or electronic notice of such termination to you. Otherwise, the applicable Fees then in effect shall continue to apply.

vi. Each Company acknowledges and accepts that the Fees agreed upon for the Services do not include special services that any of the Companies may otherwise request from time to time from the Bank nor services that are not expressly

contemplated in this OCM Agreement. Any request 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.

4. Term of the Agreement; Termination

a. Term. This OCM 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 you notify us in writing of your decision not to renew the OCM Agreement at least thirty (30) days prior to the OCM Agreement's scheduled termination date. Upon termination of this OCM Agreement, all Services hereunder shall also terminate with respect to any and all Account(s), including those of Registered Affiliates.

b. Exit of Registered Affiliates. Any Registered Affiliate may exit this Agreement and thereby cease receiving any Services hereunder at any time by written notice sent by the Administrator to the Bank at least thirty (30) days prior to the effective date of exit or by amendment of the Service Form, as acceptable to the Bank. In that case, upon the Affiliate Exit Date, all Services to said Affiliate and its Accounts will terminate. In the event of exit by any but not all of the Registered Affiliates, such notice shall not affect the renewal or continuation of the Services to the other Companies, unless otherwise provided by us in response to such notice.

c. Termination. Notwithstanding anything to the contrary herein, the Bank may terminate this OCM Agreement or any Services hereunder immediately at any time and for any reason, with or without cause. The Bank will provide you with written or electronic notice of such termination and shall not be required to provide any reason for such termination. You shall notify any other Companies accordingly. Said notice may but shall not be required to be prior to the termination of this OCM Agreement or of the corresponding Service(s).

d. **Effect of Termination**:

i. Unless otherwise agreed to in writing by the Parties, if this OCM Agreement is terminated, we shall cease rendering any and all Services hereunder as of the date of termination. Upon termination of the OCM Agreement you and all other Companies, if any, shall immediately cease use of the Services.

ii. Unless otherwise agreed to in writing by the Parties, if any particular Services (but not all) are terminated, we shall cease rendering such terminated Services to the corresponding Companies as of the date of termination. Upon termination of the terminated Services, the corresponding Companies shall immediately cease use of the terminated Service, as applicable.

iii. Termination of this OCM Agreement or, in the case of termination of some but not all of the Services, the termination of the terminated Services shall not affect any of our rights and shall not release any Company of:

1) 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 of the OCM Agreement or of the corresponding Services, as applicable; and

2) the Companies' obligations with respect to the use of the Services and/or with respect to transactions initiated or carried out prior to such termination or any other obligations that survive termination of this OCM Agreement.

5. Representations and Warranties

a. Representations and Warranties of Each Party. Each Party, including any Registered Affiliate, represents and warrants to the other that:

i. it is duly organized, validly existing and in good standing under the laws of the Commonwealth of Puerto Rico or the USVI;

ii. it has full power and authority to enter into this OCM Agreement and the corresponding Service Schedules and perform its duties and obligations hereunder and thereunder;

iii. it has duly executed and delivered this OCM Agreement and the corresponding Service Schedules by executing the Service Form and Fee Schedule and/or, in the case of a Registered Affiliate, that it has duly executed and delivered the documentation adopting this OCM Agreement; and

iv. this OCM 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 (including Company, as applicable).

b. Representations and Warranties of Each Company. Each Company further represents and warrants to the Bank that:

i. it has all permits, authorizations, licenses, franchises and rights necessary to operate its business as it does at present and to carry out all transactions and assume all obligations contemplated under this OCM Agreement.

ii. with respect to each Account hereunder, you have full power and authority to instruct, originate, conduct, or otherwise authorize any operations, instructions and/or transactions contemplated under this OCM Agreement and the corresponding Service Form(s), each as amended from time to time. Without limiting the generality of the foregoing, you have full power and authority to request, obtain and/or provide information in connection with the Account, make inquiries, make deposits in any form permitted by the Bank, authorize and originate payments and other debit transactions, and generally carry out any transactions and perform any operations available under this OCM Agreement and/or the Services from time to time;

iii. it has and while this OCM Agreement is in effect will maintain the necessary policies, procedures and controls to comply with any and all laws and regulations applicable to it including, without limitation, those prohibiting money laundering and terrorist activity and transactions with any person or entity included in Specially Designated Nationals and Blocked Persons Lists or substitute lists as published by the United States Treasury Department from time to time.

6. Liability, Indemnification and Disclaimer of Warranties

a. Liability. In the performance of the Services, the Bank shall be entitled to rely solely on the information, representations, and warranties provided by you and/or any End User pursuant to this OCM Agreement, and shall not be responsible for the accuracy or completeness thereof . The Parties agree that the Bank's liability to any or all of the Companies or any other person or entity shall be limited to the amount of the processed transaction in controversy.

b. Indemnification by each Company. Each Company whose accounts are registered under this OCM Agreement, jointly and severally, agrees to indemnify, release and hold the Bank, its parent, affiliates, directors, officers, employees, agents and subcontractors (individually and collectively, the "Indemnified Party") harmless from and against any and all claims, damages, losses, expenses, costs, and attorney fees (collectively, "Liabilities") that the Indemnified Party incurs or suffers due to the following: (i) claims by any client(s) or customer(s) of any or all of the Companies based on merchandise and/ or services acquired from any or all of the Companies or based on any other matter; (ii) claims by an employee or payee of any or all of the Companies in connection with the processing of a payment (payroll or otherwise) by such Companies; (iii) a breach or default by any or all of the Companies and/or End Users of any of its duties or obligations under this OCM Agreement; (iv) errors, omissions or actions by any or all of the Companies or any of its or their respective directors, officers, employees, agents or contractors, or End Users; (v) complaints or actions filed by third parties as a result of any false or fraudulent statement or representation by any or all of the Companies and/or End Users; (vi) a breach or violation by any or all of the Companies, or any person or entity acting in the name or on behalf of any of the Companies and/ or End Users, of any applicable law or regulation; (vii) the use, misuse, or unauthorized use of the Services and/or the Codes; (viii) claims brought by a third party, Company or End Users, based on or arising out of the Services, (ix) the Bank's compliance with your and/ or any End User instructions or specifications, (x) transactions effected with a lost, stolen, counterfeit or misused Codes or other identifying criteria as applicable, (xi) any transfer or instruction initiated by an End User which is not completed due to lack of funds in the Account(s) or in any third party payer accounts, (xii) the Bank's use of data supplied by you and/or any End User (xiii) the negligent acts or omissions of any Companies and/or End Users in the performance of their respective obligations under the OCM Agreement including, without limitation, errors on information transmitted through the BMB Service, unauthorized or fraudulent use of Equipment or the Codes; (xiv) the violation of any law or regulation in any of the Company's and/or End Users performance of their respective obligations under the Agreement including, without limitation, the Check 21 Act, the Commercial Transactions Act of Puerto Rico ("CT Act"), the Uniform Commercial Code and the ACH Rules, as applicable, among others; (xv) any Companies' and/ or any End Users' failure to maintain its/their mobile devices, tablets and/or Codes secure; (xvi) any identity theft or claimed identity theft in connection with the Services.

c. Non-Liability of the Bank.

i. Notwithstanding anything to the contrary hereunder, the Bank shall not be liable to the Companies or any other person or entity for: (i) any Liabilities for which the Companies shall indemnify the Indemnified Party; (ii) any delay or default of any of its duties or obligations under this OCM 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, acts of war or terrorism, legal constraints, natural or man-made disaster, machine or computer malfunction, interruption or malfunction of communication facilities, failure to act by any carrier, medium, or agent operating between you and/ or any End User and the Bank or between the Bank and third parties, 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, in which cases, the responsibility of the Bank shall be solely limited to the use of reasonable commercial efforts to reestablish the Services within a reasonable period of time as determined by the Bank; (iii) intercepted or misdirected transactions or information disclosed due

to interception or misdirection during transmission for reasons not attributable to the Bank; (iv) counterfeit, charged-back and fraudulent transactions; (v) any Liabilities which may arise from or may be alleged to have arisen in relation to the use of or inability to use the Services or in relation to any performance failure, error, omission, interruption, delay in operation, transmission or receipt, system virus or failure in the systems or lines or similar event; or (vi) the inability of any End User to use the Services or for any loss, injury, damage or other liabilities resulting from or related to any modifications to the Equipment Specifications or Equipment required for the use of the Services.

ii. The Bank shall not be liable to the Companies or any other person or entity if the Bank does not process a debit (i) when the Account(s) does not have sufficient funds for any such debit; (ii) when the Account(s) 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(s); (iii) when funds in the Account(s) 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(s) 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 you and/or any End User 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 OCM Agreement.

iii. The Bank shall not be liable to the Companies or any other person or entity if the Bank processes a debit in accordance with the terms and conditions agreed upon for such Service or if you fail to promptly notify the Bank in writing that the authorization to debit the Account(s) has been suspended, revoked or improperly given.

iv. In no event will the Bank be liable for any indirect, incidental, special, consequential or exemplary damages, including without limitation damages for lost profits, lost savings, or other direct, indirect, incidental, special or consequential damages arising out of the use or inability to use the Services and related documentation or for any claims by another party regardless of the form of action or claim (whether contract, law, or otherwise), even if the Bank has been informed of the possibility thereof . The Bank's duties and responsibilities in connection with the Services are limited to those described in this OCM Agreement. Each Company acknowledges that certain transactions are not processed in real-time and may take different time periods, even days to clear, that Remote Check Deposit does not detect fraudulent Checks and that the Services will not eliminate the risk or exposure inherent in check processing and other banking services. The Bank will not be liable for damages, losses, expenses, or obligations of any kind regarding such risks and/or the timeliness of transactions, including, for example, late charges.

d. Disclaimer of Warranties. Without limiting any other warranty disclaimers in the OCM Agreement, the services are provided on an "as is" and "as available" basis. The Bank disclaims all warranties of any kind, whether express or implied, as to the use of the services, including, without limitation, any and all implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that: (i) the services will be uninterrupted, timely, secure or error free; (ii) the services will meet your requirements; (iii) the results that may be obtained from the services will be accurate or reliable; and (iv) any error in the services or technology will be corrected. Each company recognizes and accepts that the use of the services and all information and content therein is at its own risk. Each Company recognizes and accepts that certain transactions are not processed in real-time and may take different time periods, even days, to clear; the Bank will not be liable for damages, losses, expenses or obligations of any kind regarding the timeliness of transactions, including, for example, late charges.

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

7. Confidentiality

a. 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 or is 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.

b. The Receiving Party agrees to use the Confidential Information of the Disclosing Party solely and exclusively for the purposes contemplated in this OCM 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 OCM Agreement. The Receiving Party further agrees not to disclose such Confidential Information to third parties without written authorization from the

Disclosing Party.

8. Cooperation in Loss Recovery Efforts

In the event of any damages for which the Bank or any of the Companies may be liable to a third party pursuant to the Services, the Bank and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant Party may be obligated to defend or elects to pursue against a third party.

9. Other Terms and General Conditions

a. Entire Agreement. This OCM Agreement, including all Service 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 verbal or written with respect to the subject matter hereof.

b. 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 OCM Agreement shall be interpreted as designating any Party as agent, partner or joint venture of the other Party. When performing the Services contemplated in this OCM 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 Companies and no employee or contractor of the Companies shall be considered an employee of the Bank.

c. Assignment. This OCM 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 OCM 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 your or any of the Companies' 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.

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

e. Amendments. The Bank reserves the right to amend, at any time from time to time, the terms and conditions of this OCM Agreement including, without limitation, any Service Schedules and/or other attachments hereto partially or in their entirety with or without prior written notice to the Company, except as otherwise provided in Section 3 (Service Fees) of this Agreement or required by applicable law.

f. Cumulative Rights. The rights and remedies of the Bank provided in this OCM 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 OCM Agreement or otherwise. The impossibility or delay of any of the Parties to comply at any time with the provisions of this OCM 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 OCM Agreement shall not be construed as a waiver of any other provision of this OCM 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.

g. Severability. If any provision of this OCM 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.

h. Notifications. The Bank shall be entitled to rely on any written or electronic notice from you believed by the Bank, in good faith, to be genuine and to have been signed or otherwise sent by you or by the Administrator. All the notifications, requirements, and any communications required or permitted under this OCM Agreement shall be in writing and sent by postal mail, postage prepaid, 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 you: To your address set forth in the Service Form.

i. Governing Law. This OCM Agreement shall be governed and interpreted in accordance with the laws of the Commonwealth of Puerto Rico or the USVI, in accordance with the customer's place of residence.

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

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

l. Contact Information. In connection with this OCM Agreement, you may contact the Bank by calling 787-620-7963 (1-340-714-5703 for US Virgin Islands) or toll free 1-800-981-5554. Business Days 8:30 am to 5:30 pm; Saturdays 8:00 am to 5:00 pm) or by writing to Oriental Bank, Attn. Oriental Direct, PO Box 195115, San Juan, Puerto Rico 00919-5115.

IN WITNESS WHEREOF, the Parties have each duly executed and delivered this OCM Agreement as of the date set forth in the first Service Form executed hereunder.

SERVICE SCHEDULE A: Oriental Biz Service Agreement
(Business Mobile Banking and Mobile Remote Deposit Capture Service)

This Oriental Biz Service Agreement (**"BMB Agreement"**) is made as of the date set forth in the Service Form whereby you first register yourself or any other Company for this service (**"BMB Effective Date"**). If more than one Company are registered for this service ("BMB Service"), all references to the Company shall, unless otherwise expressly stated, be understood to refer to each Company registered hereunder while such Companies are bound by the terms hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Cash Management Services Master Agreement (the **"OCM Agreement"**).

RECITALS

WHEREAS, you have requested the Bank to provide our BMB Service to you and/or to one or more of your Affiliated Companies, and

WHEREAS, the Bank is willing to provide the BMB Service to you and/or your Affiliate(s) identified in the corresponding Service Form(s) (each a "Company") under the terms and conditions set forth in this BMB 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. BMB Service

The BMB Service is an internet based business mobile banking service that allows its End Users to obtain information about and/ or initiate or otherwise carry out certain business banking transactions and operations (each a **"Transaction"**) using one or more mobile devices such as smart phones and tablets, among others (each a **"Mobile Device"**) on the Account(s) registered under the OCM Service for which the Administrator grants access to the End User (each a **"BMB Account"**) . End Users will be registered under the BMB Service by the Administrator with the accesses and authorizations granted to them by the Administrator. Among other features, the BMB Service may, subject to certain terms and conditions, include Remote Check Deposit, our business mobile remote deposit capture functionality described in more detail in the End User Terms (as defined below) (**"Remote Check Deposit"**).

2. Availability

The BMB Service is only available for Companies enrolled in the OCM Service and may not be available for all types of Accounts. Functionalities available under each BMB Service package are detailed in the Fee Schedule as amended from time to time. Each Company recognizes and accepts that the Bank may suspend any Company's access to the BMB Service and/or any of its functionalities if the Company failed to meet any applicable qualification requirements as determined by the Bank. In addition, to qualify for the BMB Service the Company must be in the United States of America including but not limited to the Commonwealth of Puerto Rico or USVI.

3. General Obligations and Agreements of the Company

a. General. Each Company agrees and accepts that the use of the BMB Service is subject to the OCM Agreement as supplemented by this BMB Agreement which, as of the BMB Effective Date, will be deemed to be incorporated into the OCM Agreement (the OCM Agreement, together with this BMB Agreement and their respective attachments, all as amended from time to time, the "Agreement"). In addition, each Company registered under the BMB Service acknowledges and agrees to comply with and to require each End User authorized to use the BMB Service on its behalf (each a "BMB End User") to comply with the click to agree Oriental Biz End User Terms, a printed copy of which is available upon written request by you ("BMB End User Terms"). BMB End Users shall be deemed End Users under the OCM Agreement, subject to the same terms and conditions therein applicable to End Users unless otherwise specified in this BMB Agreement. References to End Users herein shall refer to BMB End Users. Each Company recognizes and accepts that the BMB End User Terms set forth important terms and conditions regarding the use and operation of the BMB Service and that the Bank may at any time amend them and/or require the Company and/or each or any End User to accept them electronically or otherwise prior to using or continuing use of the BMB Service. In addition, each Company recognizes and accepts that the use of the BMB Service is further subject to the terms of the BDA Agreement applicable to the respective Account(s) (except as set forth in the End User Terms in connection with the Funds Availability Policy).

b. Remote Check Deposit. Some Accounts may have business mobile remote check deposit capture capabilities subject to certain conditions as determined by the Bank from time to time (each an "RDC Eligible Account"). If the Accounts registered for the BMB Service or any of them is deemed by the Bank to be an RDC Eligible Account, the use of Remote Check Deposit shall be further subject to the terms and conditions set forth in Section 8 of the End User Terms ("Remote Check Deposit Terms") which further supplement and are part of the Agreement; provided that, in the event of conflict between the Remote Check Deposit Terms and the terms of the Agreement, then the Remote Check Deposit Terms will prevail with respect to the Remote Check Deposit service . Any and all references to "you" and/or "yours" in said Section 8 shall refer to you, to any and all Companies and End Users with access to the Remote Check Deposit service. Likewise, all reference to "MRD Service" in the BMB End User Terms shall refer to the Remote Check Deposit service.

c. Third Party Agreement. Each Company recognizes and accepts that Section B of the BMB End User Terms constitutes a legal agreement between the Company and a third party (not the Bank) provider of the mobile technology solution that powers the BMB Service.

4. Fees

For services provided under this BMB Agreement, you agree to pay the Bank the related fees set forth in the Fee Schedule to the OCM Agreement.

5. End Users

To use the BMB Service, End Users must be in the United States including the Commonwealth of Puerto Rico or USVI. You and each Company agrees to comply and to require its End Users to comply with, the BMB End User Terms.

6. Equipment and Software

In addition to the Equipment requirements under the OCM Agreement, to use the BMB Service, BMB End Users need certain equipment, software, communication and/or networking services including, at least, one mobile device such as a smart phone or tablet and a secure Internet connection (individually and together, the "BMB Equipment"), all with specifications required by the Bank from time to time. BMB Equipment will also be deemed Equipment under the OCM Agreement subject to the same terms and condition therein applicable to Equipment unless otherwise specified in this BMB Agreement. References to Equipment under this BMB Agreement shall be deemed to include BMB Equipment. Without limiting the generality of the foregoing, use of the Remote Check Deposit service is dependent on broadband Internet connectivity. Prior to using the BMB Service each End User must download to his or her compatible mobile device the Oriental Biz application ("BMB Application"). The Bank or its service providers may from time to time make available updates to the BMB Application. End Users may download from the software store available through their respective mobile devices the BMB Application and applicable updates thereto as they may be available from time to time. In order to assure a better experience in the use of the

BMB Service, End Users shall be on the alert of BMB Application updates as they are made available from time to time and take the necessary steps to install them to their compatible mobile devices.

7. Term and Termination

This BMB Agreement will begin as of the BMB Effective Date and will be coterminous with the OCM Agreement. Notwithstanding the foregoing this BMB Agreement may be terminated earlier as and subject to the terms and conditions set forth in the OCM Agreement.

8. Security Procedures

Use of the BMB Service is subject to the Security Procedures set forth in the OCM Agreement as supplemented by those set forth in the End User Terms (collectively under this BMB Agreement, the "Security Procedures"). End Users may access the BMB Service by entering the Codes.

9. Limitation of Liability

Without limiting any other limitation of liability and indemnification provision of the OCM Agreement, each Company acknowledges and agrees that the Bank will not be liable or responsible for any Damages resulting from, arising out of, suffered or incurred in by any Company or any other person or entity in connection with: any third party depository institution or any intermediary bank mishandling or delay in handling of deposits initiated through the BMB Service; errors in third party paper Check(s) (as defined under the BMB End User Terms); any receiving bank's failure to accept Check(s); intercepted or misdirected Check(s) or information disclosed due to interception or misdirection during transmission; counterfeit, charged-back and fraudulent transactions. Each Company acknowledges that certain transactions are not processed in real-time and may take different time periods, even days to clear, that Remote Check Deposit does not detect fraudulent Checks and that the BMB Service will not eliminate the risk or exposure inherent in check processing services. The Bank will not be liable for damages, losses, expenses, or obligations of any kind regarding such risks and/or the timeliness of transactions, including, for example, late charges.

10. Indemnity

Without limiting any other indemnity provision of the OCM Agreement, each Company will indemnify, defend and save the Indemnified Party harmless from and against any and all Liabilities resulting from, arising out of, incurred or suffered, directly or indirectly, in connection with or related to: (i) the wrongful misconduct and/or negligent acts or omissions of any Company and/ or of any other End User in the performance of their respective obligations under the BMB Agreement including, without limitation, the duplicate capturing and transmission of any Check(s), the duplicate transmission of any information on any particular Check(s) or related to it (as applicable), errors on information transmitted through the BMB Service; (ii) the Bank acting as "reconverting bank" under the Check 21 Act through the creation of "substitute check(s)" or purported substitute checks ("Substitute Check") using the electronic image of any Check(s) and/or other Check information submitted to the Bank ("Electronic Check Information"); (iii) any illegible Substitute Check or illegible Electronic Check Information; (iv) the Bank presenting to a paying Bank for payment or to an intermediary bank for collection of any Substitute Check(s) and/ or other Electronic Check Information; (v) the Companies' and/ or any End User's failure to maintain its/their mobile devices, tablets, Codes and/or any original paper Check(s) secure; (vi) the Companies' and/or any End User's failure to dispose of the original paper Check(s) as required under the BMB End User Terms; (vii) any claim against the Bank requesting recredit under the provisions of the Check 21 Act; (viii) any duplicative payment of any Check(s) processed through the BMB Service; (ix) alteration of any Check(s) image or Check(s) including without limitation their MICR line transmitted through the BMB Service; (x) missing endorsement(s) or endorsement(s) that do not comply with the requirements of the BMB Agreement.

SERVICE SCHEDULE B: ACH ORIGINATION AGREEMENT

This ACH Origination Agreement (**"ACH Agreement"**) is made as of the date set forth in the Service Form whereby you first register yourself or any other Company for this service (**"ACH Effective Date"**). If more than one Company are registered for this service (**"ACH Service"**), all references to the Company shall, unless otherwise expressly stated, be understood to refer to each Company registered hereunder while such Companies are bound by the terms hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Rules (as defined below) or, if not defined in the Rules, in the Cash Management Services Master Agreement (the **"OCM Agreement"**).

RECITALS

WHEREAS, you have requested the Bank to permit you and/or to one or more of your Affiliated Companies to initiate electronic signals for paperless Entries (as defined below) through the Bank to accounts maintained at the Bank and at other financial institutions by means of the Automated Clearing House Network (**"ACH Network"**);

WHEREAS, the Bank is willing to provide the ACH Service to you and/or your Affiliate(s) identified in the corresponding Service Form(s) (each, while registered under the ACH Service, a "Company") under the terms and conditions set forth in this ACH Agreement;

WHEREAS, the ACH Network is a nationwide electronic funds transfer system governed by the Operating Rules and Guidelines of the National Automated Clearing House Association (**"NACHA"**) (as amended from time to time, the "Rules");

WHEREAS, this ACH Agreement is subject to the Bank's assessment and approval of its settlement risk;

WHEREAS, in order to evaluate the requested services, certain documentation from the Companies is necessary for underwriting and to formalize the process;

WHEREAS, the Bank will have the right to reject the application of any or all of the Companies, should the information provided by the Companies not satisfy the Bank in the evaluation of its settlement risk. Settlement risk is defined as the risk that a settlement in a transfer system does not take place as expected;

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

1. General

a. Each Company agrees and accepts that the use of the ACH Service is subject to the OCM Agreement, as supplemented by this ACH Agreement which, as of the ACH Effective Date, will be deemed to be incorporated into the OCM Agreement (the OCM Agreement, together with this ACH Agreement and their respective attachments, all as amended from time to time, the **"Agreement"**). References to End Users herein shall refer to End Users authorized by the Administrator to use the ACH Service (each, while so authorized, an "End User"). Each Company recognizes and accepts that the use of the ACH Service is further subject to the terms of the Business Deposit Account Agreement ("BDA Agreement") applicable to the respective Business Deposit Account(s) with the Bank registered as an account from which the Company may generate ACH transactions. In the event of conflict between the OCM Agreement or the BDA Agreement and this ACH Agreement, the terms of this ACH Agreement will prevail.

b. The Company agrees that its ability to originate Entries under this ACH Agreement is subject to: (i) Bank's approval, (ii) receipt by the Bank of all required and properly executed forms, authorizations, and such other information as Bank may reasonably request from time to time in connection with this ACH Agreement, including, without limitation, such information about the Company's financial condition as Bank may deem necessary, and (iii) the Company's compliance with the terms of this ACH Agreement, the Rules and all applicable laws and regulations. The Company further agrees that: (i) the ACH Service and this ACH Agreement are subject to the Bank's assessment and approval of its settlement risk, (ii) that in order to evaluate such risk and for underwriting purposes certain documentation is required from the Company from time to time, and (iii) the Bank shall have the right to reject the application of any or all Companies for the ACH Service or continuation of such services if, in the Bank's judgment, the information provided by Company is not deem satisfactory including, without limitation, for purposes of the Bank's evaluation of its settlement risk. For purposes of this Agreement, "settlement risk" is the risk that a settlement in a transfer system does not take place as expected.

c. The Company authorizes the Bank to originate Entries on the Company's behalf to the Receivers' accounts.

2. Rules

a. The Company agrees to comply and to require End Users to comply with and be bound by the Rules. If any End User(s) violates any of the applicable Rules and NACHA imposes a fine on the Bank because of a violation thereof, each Company shall be jointly and severally liable to the Bank for the payment of such fine and the Bank may charge the fine to any or all of the Companies. You also agree to not initiate and to require each End User to not initiate Entries in violation of the laws of Puerto Rico, the USVI and/or the United States, including economic sanctions administered by the U.S. Treasury Department's Office of Foreign Assets Control ("OFAC"). Each Company and End User is responsible for keeping up to date with any changes to the Rules. In the event of conflict between the Rules and this ACH Agreement, the Rules prevail.

b. The Company acknowledges having access to the Rules. If this ACH Agreement applies to more than one Company, the Company receiving the Rules or access thereto is responsible for sharing them with the other Companies or assuring that the Company otherwise has access to the Rules.

c. The Company will comply with and be bound by the Rules whether or not an Entry is sent through the ACH Network. The

Company acts as Originator and we act as Originating Depository Financial Institution ("ODFI") with respect to Entries.

d. We may from time to time advise you of or provide you with information regarding changes to the Rules. However, in discharging your obligation of keeping up to date with changes to the Rules, the Company shall not solely rely on such notices or information. If NACHA imposes a fine on the Bank because of a violation of the Rules by any Company, the Company shall be liable to the Bank for the payment of such fine and, without limiting any other available remedies, the Bank may charge the fine to the Company, which shall immediately pay the corresponding amount to the Bank. Any fines or liabilities imposed against the Bank for a violation of the Rules caused by an action or inaction of the Company may be assessed against the Company.

3. Transmission of Entries

a. Companies may originate ACH Transactions hereunder solely while authorized to do so under the OCM Agreement. The Company will transmit all debit and credit Entries to the Bank through the transactional service systems covered by the OCM Agreement (i.e. Oriental Cash Management system ("OCM System"), Paynet Plus system ("Paynet Plus System"), File Transfer Protocol ("FTP"), or others, as applicable),, on or before the deadlines described in Annex A to this ACH Agreement. Each Company acknowledges and agrees that End Users will not be able to originate International ACH Transactions ("IAT Entries") under this ACH Agreement.

b. The term "Entry" shall have the meaning provided in the Rules and shall also mean the data received from each End User hereunder from which the Bank initiates each Entry. The term "File" shall mean a group of Entries complying with the requirements of the Rules associated with a given transmittal register and the control totals set forth therein. The Company will make all Entries in conformity with the format, content and specifications contained in the Rules, which are incorporated by reference to this ACH Agreement. Each Company authorizes the Bank to transmit all Entries received by the Bank from them in connection with their respective Account(s) in accordance with the terms of this ACH Agreement and to credit or debit Entries to the specified accounts.

c. The Company agrees that the ability to originate Entries under this Agreement is subject to exposure limits in accordance with the Rules and sufficient available balance in the Accounts to be affected by debit transactions as set forth in the Service Form. The Bank, at its discretion, may refuse to transmit any Entry that exceeds such available balance and/or exposure limits, as applicable, or may take any other action that the Bank deems appropriate in connection with such excess Entries. However, in the event that the Bank transmits any Entry that exceeds such balance and/or exposure limit, the Bank may debit any of the Account(s) of the subject Company or, in the event of lack of sufficient funds in said Account(s), the Bank may debit the Account of any of the Companies to obtain payment in the amount of such excess in addition to any other amount payable to the Bank or, at Bank's discretion shall promptly pay such amounts on demand by the Bank.

4. Security Procedures

a. Use of the ACH Service is subject to, and the Company acknowledges and agrees to comply with and be bound by, the security procedures set forth in the OCM Agreement, as supplemented by those set forth in this section and such other security procedures determined by the Bank from time to time with respect to Entries transmitted by the Company to the Bank (collectively under this ACH Agreement, the **"Security Procedures"**). End Users may access the ACH Service through the transactional services system covered by the OCM Agreement following the protocols applicable for such access.

b. As part of the Security Procedures, the Bank shall provide the Company with a certain electronic token device as an added layer of security for Entry transmissions through the ACH Network (each a **"Token Device"**). The Company is responsible for covering the costs associated with said Token Device. At the time of execution of this ACH Agreement, the Bank will only provide one (1) Token Device to the Administrator. If there are Alternate Administrator(s), such other Alternate Administrator(s) shall be provided with one (1) symbolic Token Device after payment to the Bank of the fees established in the Fee Schedule to the OCM Agreement.

c. Each Company acknowledges and understands that any Entry may be processed or transmitted only upon the use of a Token Device. The Bank shall assume, and has no obligation to verify if, anyone using any Token Device has been duly authorized by you or any other Company.

d. As a component of the Security Procedures, Token Devices are subject to the Security provisions in the OCM Agreement including, without limitation, those applicable to Codes. Among others: (i) each Company shall take such actions as are necessary in order to protect and maintain the confidentiality of, prevent the unauthorized use of, and restrict access to, each and all Token Devices; (ii) the Bank shall not be responsible for any loss or damage caused by the use or misuse of any Token Device, including, but not limited to, its use by unauthorized third parties; (iii) the Bank shall not be responsible for the use of any Token Device by any person or entity authorized by the Company, including, but not limited to, any of its officers, directors, employees, agents, or contractors. Token Devices are property of the Bank and must be returned

upon termination of this Agreement.

e. Any damaged or lost Token Device may be replaced by the Bank after payment to the Bank of the replacement fee established in the Fee Schedule of the OCM Agreement.

5. Compliance with Security Procedures

a. If a File (or a request for cancellation of a File) received by the Bank purports to have been transmitted or authorized by the Company, it will be deemed effective as the subject Company's File (or request for cancellation of a File) and the Company shall be obligated to pay the Bank the amount of the Entries in such File, even though the File (or request for cancellation of a File) was not authorized by the Company, provided the Bank accepted the File in good faith and acted in compliance with the Security Procedures.

b. If a File (or request for cancellation of a File) received by the Bank was transmitted or authorized by the Company, the Company shall pay the Bank the amount of the Entries in such File, whether or not the Bank complied with the Security Procedures with respect to such Entries and whether or not any Entry was erroneous in any respect or that error would have been detected if the Bank had complied with such procedures.

6. Protection of Data

a. Without limiting the generality of the foregoing, while this ACH Agreement is in effect, the Company shall have, and ensure that their respective third party service providers, if any, have in place a commercially reasonable control system, that includes policies, procedures and systems, to comply with the NACHA Board of Directors' Interim Policy Statement on ACH Data Breach Notification Requirements, as published from time to time by NACHA, and any other applicable laws or regulations. Without limitation, such control system must be designed: (i) to receive, store, transmit and, subject to this ACH Agreement, destroy Consumer Level ACH Data (as defined in the Rules) in a secure manner and to protect against data breaches, and (ii) to detect the occurrence of a data breach within their respective organizations. In addition, such control system: (i) must include adequate procedures to escalate any breach to appropriate personnel within the organization in a timely manner and to promptly notify the Bank by calling the Technical Support Area at 787-522-6954 (or any other area or telephone notified by the Bank from time to time) with written confirmation to follow or as otherwise required by the Bank from time to time, and (ii) be designed to protect the confidentiality of information until destroyed by a secure process. These requirements in no way limit any other privacy requirements under applicable laws or regulations including, without limitation, the privacy provisions of the Gramm-Leach-Bliley Act, its implementing regulations and regulatory guidelines, as applicable.

b. In no event shall the Company disclose to any third-party a Receiver's account number or routing number for such third-party's use, directly or indirectly, in initiating a separate debit Entry. The Company shall not use and the Bank does not recommend the use of unsecured channels for the transmission of information related to ACH Services. However, if any Company transmits any information that includes sensitive data via an unsecured electronic network (whether private or public), the Company shall comply with the Rules requirement that such information be (i) encrypted using a commercially reasonable security technology that complies with current applicable regulatory guidelines, or (ii) transmitted via a secure session that utilizes commercially reasonable technology that complies with current applicable regulatory guidelines.

7. Recording and Use of Communications

The Company and the Bank agree that all telephone conversations or data transmissions between them and/or their agents (including End Users) made in connection with this ACH Agreement may be electronically recorded and retained by either Party by use of any reasonable means. Each Company recognizes and accepts that, should any individual refuse to be recorded or to complete any procedure required by the Bank from time to time, the Bank may, in its discretion, reject any Entry related thereto and terminate the telephone communication. All records, regardless of their format, used by the Bank for transactions under this ACH Agreement shall be deemed and remain our property.

8. Processing, Transmittal and Settlement by the Bank

a. Except as provided in Sections 8 and 9 of this ACH Agreement, the Bank shall (i) process Entries received from the End Users to conform with the File specifications set forth in the Rules, (ii) transmit such Entries as an Originating Depository Financial Institution (ODFI) to the ACH Operator, and (iii) settle for such Entries as provided in the Rules.

b. The Bank shall transmit such Entries to the ACH Operator by the ACH processing deadline of the ACH Operator set forth in Annex A to ACH Agreement two (2) business days prior to the Effective Entry Date shown in such Entries in the case of credit Entries or in the case of debit Entries originated through the OCM System, or one (1) Business Day prior to the Effective Entry Date shown in such Entries in the case of debit Entries originated through the Paynet Plus

System or FTP System; provided (i) such Entries are received by the Bank's related cut-off time set forth in Annex A to ACH Agreement on a Business Day, (ii) the Effective Entry Date is at least two (2) business days after such Business Day for credit Entries or for debit Entries originated through the OCM System, or at least one (1) Business Day after such Business Day for debit Entries originated through the Paynet Plus System or FTP System, and (iii) the ACH Operator is open for business on such Business Day. For purposes of this Agreement, Entries shall be deemed received by the Bank when the transmission (and compliance with the Security Procedures provided for herein) is received by the Bank by the cut-off time set forth in Annex A to ACH Agreement hereinbelow. For purposes of this ACH Agreement, "Business Day" shall have the meaning ascribed to that term in the OCM Agreement.

c. If any of the requirements of clause (i), (ii) or (iii) of Section 8(b) hereof is not met, the Bank shall use reasonable efforts to transmit such Entries to the ACH Operator by the next deposit deadline of the ACH Operator following that specified in Annex A to ACH Agreement. However, the Bank shall have no liability if the transaction cannot be processed as requested by the End User.

9. On-Us Entries

Except as provided in Section 10 of this ACH Agreement, in the case of an Entry received for credit or debit to an account maintained with the Bank (an "On-Us Entry"), the Bank shall credit or debit the Receiver's account in the amount of such Entry on the Effective Entry Date contained in such Entry, provided the requirements set forth in clauses (i) and (ii) of Section 8(b) are met. If either of those requirements is not met, the Bank shall use reasonable efforts to credit or debit the Receiver's account in the amount of such Entry no later than the next business day following such Effective Entry Date. However, the Bank shall have no liability if the transaction cannot be processed as requested by the Company or from processing the transaction on such later date.

10. Rejection of Entries

a. The Bank may reject any Entry which does not comply with the requirements of Sections 2, 3 or 4 of this ACH Agreement, or which contains an Effective Entry Date more than two (2) Business Days after the Business Day such Entry is received by the Bank in the case of credit Entries or debit Entries originated through OCM, or which contains an Effective Date more than one (1) Business Days after the Business Day such Entry is received by the Bank in the case of debit Entries originated through Paynet Plus or FTP. The Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules. The Bank may reject any Entry if the Company has failed to comply with its account balance obligations under Section 13 hereof. The Bank may also reject any Entry if the Company has failed to comply with its account balance obligations under Section 14 of this ACH Agreement or if any End User and/or any Company does not adhere to the Security Procedures. The Bank may reject an On-Us Entry for any reason for which an Entry may be returned under the Rules.

b. The Bank shall notify you by phone or electronic transmission of such rejection no later than the Business Day such Entry would otherwise have been transmitted by the Bank to the ACH Operator or, in the case of an On-Us Entry, its Effective Entry Date. Notices of rejection shall be effective when given. The Bank shall have no liability to any Company or any other person or entity by reason of rejection of any such Entry or the fact that such notice is not given at an earlier time than that provided for herein. If the Company wishes any rejected Entry to be processed, it will be responsible for remaking it in accordance with the provisions of this ACH Agreement.

c. Files shall be transmitted to the Bank not more than ten (10) Business Days before their respective Effective Entry Date. The Bank will not be responsible for processing Files received by it more than ten (10) Business Days before their Effective Entry Date. However, if the Bank processes any such File, the File will be deemed effective as the Relevant Company's File (or request for cancellation of a File) and the Company shall be obligated to pay the Bank the amount of the Entries in such File, provided the Bank accepted the File in good faith and acted in compliance with the Security Procedures.

11. Cancellation Entries/Files

Subject to the following limitations, the Company shall only have the right to cancel a File, but not a particular Entry. No Company shall have the right to cancel any File after its receipt by the Bank. However, if such request complies with the Security Procedures and it is received by the Bank at a time when it has reasonable time to act on it before any applicable cut-off time, the Bank may use reasonable efforts, subject to any applicable provisions of the Rules, to act on a request by the Company for cancellation of a File prior to transmitting it to the ACH Operator or, in the case of an On-Us Entry, prior to crediting (or debiting) a Receiver's account; however, the Bank shall not be liable if such cancellation is not made. The Company shall reimburse the Bank for any expenses, losses, or damages the Bank may incur in effecting or attempting to effect the cancellation of a File.

12. Notice of Returned Entries and Notifications of Change

a. The Bank shall notify you by phone or electronic transmission of the receipt of a returned Entry from the ACH Operator no later than one (1) Business Day after the Business Day of such receipt. Except for an Entry retransmitted in accordance with the requirements of Section 3 (Transmission of Entries), the Bank shall have no obligation to retransmit a returned Entry to the ACH Operator if the Bank complied with the terms of this ACH Agreement with respect to the original Entry.

b. The Bank shall provide the Company with all information, as required by the Rules, with respect to each Notification of Change (NOC) Entry or Corrected Notification of Change (Corrected NOC) Entry received by the Bank relating to Entries transmitted by the End Users. The Company shall ensure that the changes requested by the NOC or Corrected NOC are made within six (6) Banking Days of the Company's receipt of the NOC information from the Bank or prior to initiating another Entry to the Receiver's account, whichever is later. The Bank shall not have any liability whatsoever to any Company or any other person or entity if the Company fails to make any change requested by the NOC or Corrected NOC within such period.

13. Payment by Company for Entries; Payment by ODFI for Entries

a. The Company shall pay the Bank the amount of each credit Entry transmitted by the Bank pursuant to this ACH Agreement at such time on the date of transmittal by the Bank of such credit Entry as the Bank, in its discretion, may determine. The Company shall promptly pay the Bank the amount of each debit Entry returned by a Receiver Depository Financial Institution (RDFI) that was transmitted by the Bank pursuant to this ACH Agreement.

b. The Bank shall credit the relevant Company the amount of each debit Entry transmitted by the Bank pursuant to this ACH Agreement at such time within two (2) Business Days of the Settlement Date with respect to such debit Entry as the Bank, in its discretion, may determine, and the amount of each On-Us Entry at such time within two (2) Business Days of the Effective Entry Date with respect to such Entry as the Bank, in its discretion, may determine.

c. The Bank shall promptly pay the Company the amount of each credit Entry returned by an RDFI that was transmitted by the Bank pursuant to this ACH Agreement.

14. The Account

a. The Bank may, without prior notice or demand, obtain payment of any amount due and payable to it under this ACH Agreement as set forth in the OCM Agreement or by debiting the Accounts of the Company. The Company shall at all times maintain a balance of available funds in the Accounts sufficient to cover its payment obligations hereunder. In the event there are not sufficient available funds in the Accounts to cover any Company's obligations under this ACH Agreement, the Company agrees that the Bank may debit any account maintained by any Company with the Bank or with any affiliate of the Bank or that the Bank may set off against any amount it owes to any Company, in order to obtain payment of the Company's obligations under this ACH Agreement. Upon request of the Bank, the Company agrees to promptly provide to the Bank such information pertaining to the Company's financial condition as the Bank may reasonably require.

b. The Bank reserves the right to require each or any Company to pre-fund the Designated Account or any other Account prior to the Settlement Date of an Entry. The Bank shall determine whether pre-funding is required based on criteria established from time to time by the Bank. If the Bank determines that pre-funding is required, the Company will provide immediately available and collected funds as required by the Bank.

15. Account Reconciliation; Periodic Statements

The transaction confirmations and periodic statements issued by the Bank for the Account(s) will reflect Entries credited and debited to such Accounts. The Company shall notify the Bank within a reasonable time not to exceed thirty (30) days after the date of any transaction confirmation or the subject Company's receipt of a periodic statement, whichever is sooner, of any discrepancy, error, or claim. If you notify the Bank of any discrepancy, error or claim by telephone, the Bank may request the Company to confirm the discrepancy, error or claim in writing within such thirty (30) day period. If the Bank is not notified of any such discrepancy, error, or claim within such thirty (30) days, each Company agrees that the Bank shall not be liable for any losses resulting therefrom or from the Company's failure to give such notice or any loss of interest or any interest equivalent with respect to an Entry shown on such transaction confirmation or periodic statement and any and all Companies shall be precluded from asserting such discrepancy, error, or claim against the Bank, except as otherwise required by law.

16. Representations and Warranties; Indemnity

In addition to all other representations and warranties in the OCM Agreement

a. With respect to each and every File transmitted by the Company, each Company represents and warrants to the Bank: that (i) each person shown as the Receiver on an Entry received by the Bank from the End Users has authorized, as required

by the Rules, the initiation of such Entry and the crediting or debiting of its account in the amount and on the Effective Entry Date shown on such Entry (sample authorizations for credit or debit Entries to Consumer Accounts are included hereinbelow as Annex B to ACH Agreement), (ii) such authorization is operative at the time of transmittal or crediting or debiting by the Bank as provided herein, (iii) each debit Entry is for an amount which, on the Settlement Date will be due and owing to the Originator from the Receiver, is for a sum specified by the Receiver to be paid to the Originator, or is to correct a previously transmitted erroneous credit Entry, (iv) the Company has obtained all consents and authorizations required by the Rules and will retain the original thereof for the retention period required by the Rules from time to time and, upon Bank's request, will furnish such originals or copy thereof to the Bank, (v) the Company has complied with all pre-notification requirements of the Rules, (vi) the Company will comply with the terms of the Electronic Funds Transfer Act, if applicable, or the Uniform Commercial Code Article 4A (Fund Transfers), as adopted in Puerto Rico or USVI, if applicable, (vii) Entries transmitted to the Bank by the Company are limited to those types of credit and debit Entries set forth in Section 3 (Transmission of Entries) of this ACH Agreement, (viii) each Entry is accurate and timely and otherwise complies with the Rules, (ix) the Company shall perform its obligations under this ACH Agreement in accordance with all applicable laws, regulations, and orders, including, but not limited to, the sanctions, laws, regulations, and orders administered by OFAC; laws, regulations, and orders administered by FinCEN; restrictions imposed by the Unlawful Internet Gambling Enforcement Act of 2006 ("UIGEA"), and any state laws, regulations, or orders applicable to the providers of ACH payment services, and (x) the Company shall be bound by and comply with, among other provisions of the Rules, those making payment of an Entry by the RDFI to the Receiver provisional until receipt by the RDFI of final settlement for such Entry. Each Company specifically acknowledges that they have received notice of the Rule regarding provisional payment and of the fact that, if such settlement is not received, the RDFI shall be entitled to a refund from the Receiver of the amount credited and the Company shall not be deemed to have paid the Receiver the amount of the Entry. The Company is strictly responsible for End Users compliance with this ACH Agreement.

b. Each Company shall jointly and severally hold the Bank harmless and indemnify the Bank against any loss, liability or expense (including attorneys' fees and expenses) resulting from or arising out of any breach of any of the foregoing warranties, representations or agreements.

17. Fees

Company agrees to pay the Bank the related fees set forth in the Fee Schedule to the OCM Agreement (**"Fees"**). Payment of such Fees shall be made as set forth in the OCM Agreement and are in addition to fees applicable to other products and services acquired or received by the Company. The Company agrees to pay the Bank any and all Fees for Services rendered hereunder even under circumstances when any payment received from a client or customer of any the Company or from any other person or entity has not been credited to the corresponding account because the payment was returned or, in any manner, reverted or debited from the Account.

18. Liability, Limitation of Liability, Indemnity

Without limiting any other provision under the OCM Agreement:

a. In the performance of the ACH Services, the Bank shall only be responsible for performing the services expressly provided in this ACH Agreement and shall only be liable for its gross negligence or willful misconduct in performing those ACH Services. The Bank will be entitled to rely solely on the information, representations and warranties provided by the Company pursuant to this ACH Addendum, and shall not be responsible for the accuracy or completeness thereof. The Bank shall not be responsible for any act or omission of the Companies or any of them (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any Entry received from the End Users) or those of any other person, including, without limitation, any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including, without limitation, the return of an Entry by such Receiver or RDFI), and no such person shall be deemed the Bank's agent. The Company agrees to indemnify the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person for any act or omission of any of the Company or any other person described in this Section 18(a).

b. To the extent not otherwise excused or further limited under other provisions of this ACH Agreement, the Bank shall be liable only for the Company's actual direct damages caused directly by Bank's gross negligence or willful misconduct in the performance of its obligations to the Company with respect to Entries transmitted pursuant to this ACH Agreement. In no event will Bank be liable for any consequential, special, incidental, punitive or indirect loss or damage which the Company may incur or suffer in connection with this ACH Agreement, whether or not the likelihood of such damages was known or contemplated by the Bank and regardless of the legal or equitable theory of liability which any or all of the Company may assert, including, without limitation, loss or damage from subsequent wrongful dishonor resulting from the Bank's acts or omissions pursuant to this ACH Agreement. All exclusions of liability hereunder shall apply regardless of the form in which a claim for loss or damages is asserted, whether in contract, tort (including negligence), warranty, or other legal or equitable grounds.

c. Without limiting the generality of the foregoing provisions, the Bank shall be excused and shall have no liability from failing to transmit or delay in transmitting an Entry if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's reasonable judgement otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S. governmental regulatory authority.

d. Subject to the foregoing limitations, the Bank's liability, if any, for loss of interest resulting from its error or delay shall be calculated by using a rate equal to the average Federal Funds Rate at the Federal Reserve Bank of New York for the period involved. At the Bank's option, payment of such interest may be made by crediting the Account.

e. The Company releases the Bank from all liability for errors made by a third-party vendor generating the ACH File on behalf of the Company, as well as for errors made directly by any Company. In the event of an error, the Company will be responsible for directly addressing the resolution with the third-party processor, if applicable.

19. Inconsistency of Name and Account Number

The Company acknowledges that, if an Entry describes the Receiver inconsistently by name and/or account number, payment of the Entry transmitted by the Bank to the RDFI may be made by the RDFI (or by the Bank in the case of an On-Us Entry) on the basis of the account number supplied by the End User, even if it identifies a person different from the named Receiver and that the Companies' obligation to pay the amount of the Entry to the Bank is not excused in such circumstances.

20. Data Retention

The Company shall retain data on file adequate to permit remaking of Entries for at least one (1) year (or longer period if required by the Rules) following the date of the transmittal thereof to the Bank as provided herein and shall provide such data to the Bank upon the Bank's request. Without limiting the generality of the foregoing provision, the Company agrees to be bound by and comply with all applicable provisions of the Rules regarding the retention of documents or any record, including, without limitation, the Company' responsibilities to retain all items, source documents, and records of authorization in accordance with the Rules.

21. Default

The Bank shall have no obligation to transmit Entries if you or any Company is in default of any of its obligations under the OCM Agreement, including the obligation to pay the Bank for each credit Entry.

22. Evidence of Authorization

The Company shall respectively obtain all consents and authorizations required under the Rules and shall retain such consents and authorizations for two (2) years after they expire or, if a longer retention period is required under the Rules or any other applicable law or regulation, then for such longer period. Without limitation, the Company must assure that consumer debit authorizations are clear and readily understandable. Upon the Bank's request, Companies must provide Bank with copy of any authorizations required under this Section. Unless otherwise requested by the Bank in writing, such copies shall be delivered to the Bank not later than five (5) Business Days after request thereof by the Bank.

23. Cooperation in Loss Recovery Efforts

In the event of any damages for which the Bank or the Company may be liable to each other or to a third party pursuant to the services provided under this ACH Agreement, the Bank and the Company will undertake reasonable efforts to cooperate with each other, as permitted by applicable law, in performing loss recovery efforts and in connection with any actions that the relevant party may be obligated to defend or elects to pursue against a third party.

24. Termination

In the event of termination of this ACH Agreement, such termination shall be effective after the Bank transmits or cancels, at its discretion, any Entry that is pending transmission at the date of termination. The Bank reserves the right to terminate this Agreement immediately and for any reason, including, without limitation, breach of the Rules.

25. Right to Audit the Company

The Bank shall have the right, upon reasonable notice, at a mutually agreed time and during business hours, to enter upon the premises of the Company to make such examinations and audits as are reasonably necessary to verify compliance by the Company with the Rules and the terms of this ACH Agreement. The Bank's costs related to such audits shall be borne by the Company. In addition, the Company agrees to provide to the Bank any information reasonably requested by the Bank from time to time in connection with the Company, its business, controls, operation, and any other matter reasonably related to this ACH Agreement and/or the ACH Services.

ANNEX A TO ACH AGREEMENT

Transmission Location and Formatting Instructions

All files will be formatted in a NACHA or other pre-approved format. Transmission specifications will be established by the Bank.

Personal Computer Transmissions
The Company will transmit files to the Bank through the Bank's online business banking system.

ACH Processing Deadlines for OCM Service:

Credit Entries:
Cut-off time for transmission of a File: until 4:00 p.m. local time, two (2) Business Days prior to Effective Entry Date.

Debit Entries:
Cut-off time for transmission of a File: until 4:00 p.m. local time, two (2) Business Days prior to Effective Entry Date.

ACH Processing Deadlines for FTP and Paynet Plus Service:

Service	**FTP**	**Paynet Plus**
Cut off time	8:00 p.m. local time	5:00 p.m. local time and 3:00 a.m. local time
Effective Entry Date- Debit Entries	1 business day	1 business day
Effective Entry Date- Credit Entries	2 business days	2 business days
"Warehousing"*	10 business days	Without limits.
*Maximum number of days that a file can be sent to the Bank before its Effective Entry Date. Refer to Section 10(c) of the ACH Agreement.		

"Business Day" is a day the Bank is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays). "Effective Entry Date" must be a business day, or the record will be processed on the next business day following the effective entry date.

Holiday Schedule (Non-processing Days):
Note: The non-processing Days schedule in this Annex A to ACH Agreement is based on the federal holiday calendar and is subject to any modifications made by the United States federal government.

- New Year's Day
- Martin Luther King's Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

ANNEX B TO ACH AGREEMENT
Sample Authorizations:

Authorization Agreement for ACH Credits

Company Name:_____

Company ID Number: _____

I (we) hereby authorize , hereinafter called COMPANY, to initiate credit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to credit the same to such account(s). I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U. S . law.

Depository

Name _____

Branch _____ City _____

State _____ Zip _____

Routing Number _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____ ID Number _____

Date _____ Signature _____

NOTE: WRITTEN CREDIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

Authorization Agreement for ACH Debits

Company Name:_____

Company ID Number: _____

I (we) hereby authorize , hereinafter called COMPANY, to initiate credit entries to my (our) Checking Account / Savings Account (select one) indicated below at the depository financial institution named below, hereafter called DEPOSITORY, and to debit the same to such account(s). I (we) acknowledge that the origination of ACH transactions to my (our) account must comply with the provisions of U. S . law.

Depository

Name _____

Branch _____ City _____

State _____ Zip _____

Routing Number _____ Account Number _____

This authorization is to remain in full force and effect until COMPANY has received written notification from me (or either of us) of its termination in such time and in such manner as to afford COMPANY and DEPOSITORY a reasonable opportunity to act on it.

Name(s) _____ ID Number _____

Date _____ Signature _____

NOTE: WRITTEN DEBIT AUTHORIZATIONS MUST PROVIDE THAT THE RECEIVER MAY REVOKE THE AUTHORIZATION ONLY BY NOTIFYING THE ORIGINATOR IN THE MANNER SPECIFIED IN THE AUTHORIZATION.

SERVICE SCHEDULE C: WIRE TRANSFER AGREEMENT

This Wire Transfer Agreement (**"WT Agreement"**) is made as of the date set forth in the Service Form whereby you first register yourself or any other Company for this service (**"WT Effective Date"**). If more than one Company are registered for this wire transfer service (**"WT Service"**), all references to the Company shall, unless otherwise expressly stated, be understood to refer to each Company registered hereunder while such Companies are bound by the terms hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Cash Management Services Master Agreement (the "**OCM Agreement"**).

RECITALS

WHEREAS, you have requested the Bank to provide to you and/or to one or more of your Affiliated Companies certain WT Services;

WHEREAS, the Bank is willing to provide the WT Service to you and/or your Affiliate(s) identified in the corresponding Service Form(s) (each, while registered under this WT Service, a "Company") under the terms and conditions set forth in this WT Agreement;

WHEREAS, this WT Agreement is subject to the Bank's assessment and approval of its settlement risk;

WHEREAS, in order to evaluate the requested services certain documentation from the Companies is necessary for underwriting and to formalize the process;

WHEREAS, the Bank will have the right to reject the application of any or all of the Companies, should the information provided by the Companies not satisfy the Bank in the evaluation of its settlement risk. ("Settlement risk" is defined as the risk that a settlement in a transfer system does not take place as expected.);

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

1. Authorizations

a. The Bank is authorized to debit the Account or Accounts designated by you for payment of wire transfer requests. The wire transfer requests originated hereunder may involve any one or more of the following: (i) the transfer of funds from any designated Account with the Bank to any of the Company's account(s) with another financial institution, or (ii) the transfer of funds from any designated account with the Bank to a financial institution.

b. There are no restrictions or limitations on the amounts that may be ordered or requested or on the location or address of the beneficiary of such transfers, except as otherwise prohibited by law or regulation or in the Service Forms. Each Company agrees that its ability to request wire transfers under this WT Agreement is subject to exposure limits as set forth in Service Form. The Bank, at its discretion, may refuse to accept or execute any wire transfer request that exceeds such exposure limits. You may request from the Bank an increase or decrease to its particular exposure limits applicable to any Company. The Bank may accept or reject such request, at its discretion, by giving notice of its decision to you within fifteen (15) days of such request. Only the Administrator or any other particular End User created and designated by the Administrator may originate or confirm a wire transfer for any Company (for purposes of this WT Agreement, an **"End User"**).

2. Transmission of Wire Transfer Requests

Wire transfer requests must be given to the Bank in accordance with the cut-off hours established by the Bank from time to time and described in Annex A to Wire Transfer Agreement. Wire transfer requests received by the Bank after cut-off hours established by the Bank may be treated by the Bank as received on the following business day.

3. Rejection of Wire Transfer Requests

The Bank is not obligated to accept or execute any wire transfer request. Notice of rejection will be given to the Company by telephone. If, for any reason, the Bank is unable to reach the Company by telephone to notify such rejection, the Bank may at its option give notice of rejection in writing.

4. Cancellation

No Company shall have the right to cancel a payment order after it has been received by the Bank. However, if such request complies with the Security Procedures (as defined below) and it is received by the Bank before 12:00 p.m. local time, the Bank shall use reasonable efforts to act on a request by an End User as long as it is received from the End User in accordance with this Agreement. The Bank shall have no liability if the cancellation is not made.

5. Transfer Request in Excess of Available Funds

You shall pay the Bank the amount of each wire transfer request transmitted by the Bank pursuant to this WT Agreement when the Bank executes a payment order to carry out any End User's transfer request. Each Company agrees that each of its wire transfer requests will not exceed the available balance in the applicable Company Account with the Bank. However, if a payment order should be executed which creates an overdraft, with or without the Bank's prior consent, each Company agrees to pay the Bank the overdraft amount and any overdraft fee promptly upon demand. The Bank may offset the amount of the overdraft against the balance of any of the Company's Account(s) with the Bank and may exercise any rights that the Bank may have under any agreements which grant the Bank security for the payment of liabilities or obligations of the Company to the Bank.

6. Reliance on Identifying Numbers

Each Company understands and agrees that the payment of a wire transfer request may be made by the Bank, or any other financial institution used to carry out the wire transfer request, on the basis of an identifying number or account number provided by an End User for the beneficiary, even if the number identifies a person different from the named beneficiary. Each Company also understands and agrees that the Bank or any other financial institution used to carry out the wire transfer request, may rely on the identifying number of the intermediary or beneficiary's financial institution provided by the End User as the proper identification of the intermediary or beneficiary's financial institution, even if the number identifies a financial institution different from the one named. The Bank is not responsible for the accuracy of a routing number or SWIFT code supplied by any End User and contained in any Company's wire transfer request. The Bank and any other financial institution shall not be responsible for determining whether the beneficiary's name and account number refer to the same financial institution. Each Company is still liable to the Bank for the amount of the wire transfer request even if payment of the wire transfer request is made to a person different from the named beneficiary based on the beneficiary's identifying number or account number provided by the End User or if payment of the wire transfer request is made to a financial institution different from the one identified by name based on the identifying number provided by the End User.

7. Account Reconciliation; Periodic Statements

The transaction confirmations and periodic statements issued by the Bank for each of the Account(s) of any Company registered under the WT Service (the **"WT Account"**) will reflect payment orders debited from such Account. You agree to notify the Bank within a reasonable time not to exceed thirty (30) days after the date of any transaction confirmation or the subject Company's receipt of a periodic statement, whichever is sooner, of any discrepancy, error, or claim. If you notify the Bank of any discrepancy, error or claim by telephone, the Bank may request that you confirm the discrepancy, error or claim in writing within such thirty (30) day period. If you fail to notify the Bank of any such discrepancy, error, or claim within such thirty (30) days, each Company agrees that the Bank shall not be liable for any losses resulting therefrom or from your failure to give such notice or any loss of interest or any interest equivalent with respect to a payment order shown on such transaction confirmation or periodic statement and the Companies shall be precluded from asserting such discrepancy, error, or claim against the Bank, except as otherwise required by law.

8. Fees

For services provided under this Agreement, each Company agrees to pay the Bank the related fees set forth in Schedule A to the OCM Agreement. Payment shall be made as set forth in the OCM Agreement.

9. Security Procedures

Use of the WT Service is subject to the Security Procedures set forth in the OCM Agreement (**"Security Procedures"**).

10. Liability

Without limiting the Liability provisions in the OCM Agreement:

a. The Bank shall be responsible only for performing the services expressly provided for in this Agreement and shall be liable only for its gross negligence in performing those services. The Bank shall not be responsible for any act or omission of the Company (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization of any wire transfer request received from the Company) or those of any other person, including without limitation any

Federal Reserve Bank or transmission or communications facility, the beneficiary's bank (including without limitation the return of a wire transfer request by such beneficiary's bank), and no such person shall be deemed the Bank's agent. Each Company agrees to indemnify the Bank against any loss, liability or expense (including attorney's fees and expenses) resulting from or arising out of any claim of any person for any act or omission of any of the Companies, End User or any other person described in this Section.

b. Without limiting the generality of the foregoing provisions, the Bank shall be excused from failing to transmit or delay in transmitting a wire transfer request if such transmittal would result in the Bank's having exceeded any limitation upon its intra-day net funds position established pursuant to present or future Federal Reserve guidelines or in the Bank's otherwise violating any provision of any present or future risk control program of the Federal Reserve or any rule or regulation of any other U.S., USVI or Puerto Rico governmental regulatory authority.

11. Governing Law

This WT Agreement is governed by the provisions of federal law including Regulation J, 12 CFR Part 210, Subpart B and the appendices thereto, to the extent that the wire transfer request was carried out through Fedwire. Terms which are not defined in this WT Agreement shall have the same meanings as defined in Uniform Commercial Code Article 4A as adopted in the Commonwealth of Puerto Rico and USVI. This WT Agreement is also subject to all applicable operating circulars of the Federal Reserve Bank in the District in which the Bank is located and any other applicable provision of federal or state law. To the extent that Regulation J does not apply, this Agreement is governed by the laws of the Commonwealth of Puerto Rico or USVI, as applicable.

ANNEX A TO WIRE TRANSFER AGREEMENT

Personal Computer Transmissions
The Company will transmit payment orders to the Bank through the System (as defined in the OCM Agreement).

Processing Deadlines for Wire Transfer Requests

Cut-off time for transmission of a wire transfer request: until 3:00 p.m. local time. "Business Day" is a day the Bank is open to the public for carrying on substantially all of its business (other than Saturday, Sunday, or listed holidays)

Holiday Schedule (Non-processing Days):
Note: The non-processing Days schedule in this Annex A to Wire Transfer Agreement is based on the federal holiday calendar and is subject to any modifications made by the United States federal government.

- New Year's Day
- Martin Luther King's Day
- Presidents' Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veterans Day
- Thanksgiving Day
- Christmas Day

SERVICE SCHEDULE D: POSITIVE PAY AND REVERSE POSITIVE PAY AGREEMENT

This Positive Pay and Reverse Positive Pay Agreement (**"Positive Pay and Reverse Positive Pay Agreement"**) is made as of the date set forth in the Service Form whereby you first register yourself or any other Company for this service (**"Positive Pay or Reverse Positive Pay Effective Date"**). If more than one Company are registered for this service (**"Positive Pay or Reverse Positive Pay Service"**), all references to the Company shall, unless otherwise expressly stated, be understood to refer to each Company registered hereunder while such Companies are bound by the terms hereof. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Cash Management Services Master Agreement (the **"OCM Agreement"**).

RECITALS

WHEREAS, you have requested the Bank to provide to you and/or to one or more of your Affiliated Companies your Positive Pay or Reverse Positive Pay Service, which will give them greater control over the handling of checks, or items in order to minimize fraud risk in their business operations;

WHEREAS, the Bank is willing to provide the Positive Pay or Reverse Positive Pay Service to you and/or your Affiliate(s) identified in the corresponding Service Form(s) (each, while registered under the Positive Pay Service, a "Company") under the terms and conditions set forth in this Positive Pay Agreement;

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

1. Authorization

Each Company hereby authorizes the Bank:

a. to handle and process the clearing of items drawn against its the Account(s) identified in the Service Form, as amended from time to time, (each, an **"Account"**) in accordance with the Positive Pay Advantage Procedures set forth in Annex A to this Positive Pay Agreement; and

b. to debit, as set forth in the OCM Agreement, the fees and all other amounts due to the Bank arising out of this Positive Pay and Reverse Positive Pay Agreement.

The Company agrees to provide Bank with test data (including, but not limited to, voided sample Checks from each Account, Check Issue Files, and other transmissions requested by Bank) relating to the Service in order for Bank to undertake validation and implementation actions. Such information must be provided at least two (2) weeks prior to the implementation of the Service.

2. Positive Pay Terms

On a daily basis, the End Users granted access by the Administrator to the Positive Pay Service (each, for purposes of this Positive Pay Agreement, an **"End User"**) shall be responsible for

a. entering in the System a description of the items issued by the Companies;

b. reviewing the items that were presented to the Bank for payment but were not entered by the End Users into the System (the **"Exception Items"**) and deciding whether to pay or return such Exception Items (each such decision, a **"Decision"**) prior to the Cut-Off Time;

c. understanding that, if a Decision is not recorded on an Exception Item before the Cut-Off Time, the default rule to be followed by the Bank will be to return said Exception Item; and

d. complying with the procedures established by the Bank for the entry of issued items and for processing Decisions.

3. Positive Pay Terms

a. Check Issue File. Prior to issuing checks for drawing against the Account(s), the Company shall provide the Bank with a description of the items issued by the Company that contains the information required by the Bank to provide the Positive Pay Service (a "Check Issue File"). The Bank will compare the recorded information against the checks presented for drawing against the Account(s). The End User must include the check serial number and exact dollar amount of each check in the Check Issue File. The Bank may pay and charge the Account(s) for each check presented that matches the serial number and dollar amount of the check shown in the Check Issue File. The End User assumes full responsibility for

the timely and accurate submission of the Check Issue Files and associated information provided to the Bank.

b. Reliance on Check Issue File; Void, Lost or Stolen Checks. The Bank may rely on the contents of each Check Issue File and is not responsible for detecting any errors by the Company contained therein. The Company shall be solely responsible for all losses related to any untimely or inaccurate information contained in any Check Issue File submitted to the Bank by the Company. The Company authorizes the Bank to pay any check presented that appears on the Check Issue File and to charge the corresponding Account(s) for the amount of each such check. If the Company determines that a check included in the Check Issue File should be considered void, the Company may place a void or request its cancellation. If a check included in the Check Issue File is lost, misplaced, stolen, or cannot be accounted for any other reason, the Company must request its cancellation from the Check Issue File and must also order its stop payment in a timely manner. Unless the Company places a timely stop payment order for a lost, stolen, or missing check listed on the Check Issuance File, the Bank will not be responsible for any such check paid from the Account(s).

c. Exception Checks. Checks presented to the Bank, drawn against the Account(s) and that do not exactly match or that appear to be a duplicate of a check included in the Check Issue File for such Account(s) (each, an "Exception Check"), will be identified by the Bank, and the Company shall promptly access OCM to review such Exception Checks and shall communicate to the Bank, in a manner acceptable to the Bank, its decision whether to "Pay" or "Do Not Pay and Return" such checks. Checks presented to the Bank that match a check that the Company has marked as void in the Check Issue File will also be identified as an Exception Check.

d. Decisions on Exception Checks; Default Selections. The Bank will pay (and debit the Account(s)) or return (to the depository bank) each Exception Check, in accordance with the Company's instructions. The Company may request the Bank to "Pay" or "Do Not Pay and Return" each Exception Check. The Company will also designate one of the following default selections for all Exception Checks: (i) "Do Not Pay and Return," meaning that the Bank will automatically return all Exception Checks to the depository bank; or (ii) "Pay," meaning that the Bank will pay all Exception Checks drawn on the Account(s) and debit the Company's Account(s) for the amount of such Exception Checks. The Company's default selection of "Pay" or "Do Not Pay and Return" will apply to all Company Accounts enrolled in the Positive Pay Service, regardless of how many it has. If the Company selects the "Do Not Pay and Return" default option, the Bank will return to the depository bank any Exception Check drawn against the Account(s) unless the Company timely issues a "Pay" request to the Bank with respect to such Check. If the Company selects the "Pay" default option, the Bank will pay and debit the Company's Account(s) any Exception Check drawn against the Account(s) unless the Company timely issues a "Do Not Pay and Return" request to the Bank with respect to such Check. If the Company does not issue a "Pay" or "Do Not Pay and Return" request by 10:00 a.m. each Business Day (the "Cut-Off Time"), the Bank will use the default option specified by the Company.

e. Cut-off Time; Errors. The Bank shall not be obligated to honor any "Pay" or "Do Not Pay and Return" request received after the Cut-off Time, or in a format, medium, or location not designated by the Bank, and the Bank shall have the right to treat such "Pay" or "Do Not Pay and Return" request as if it had not received it. The Company assumes full responsibility for the timely and accurate submission of "Pay" or "Do Not Pay and Return" requests to the Bank. The Bank may rely on the Company's "Pay" or "Do Not Pay and Return" request and is not responsible for detecting any errors by the Company contained in any "Pay" or "Do Not Pay and Return" request submitted by the Company to the Bank. The Company shall be solely responsible for all losses related to any untimely or inaccurate "Pay" or "Do Not Pay and Return" request.

f. Checks Presented at Branch for Cash or Deposit. Checks presented at a branch for cash will be verified by the Bank at the time of presentment. If a check is presented at a branch before the Bank has received and processed a Check Issue File listing such check, the Company understands that the Bank may be unable to verify it at the time of presentment and it may not be cashed. If a check is presented at a branch before the Bank has received and processed a Check Issue File indicating that the check is void, the check may appear valid and match upon verification by the Bank, and may be paid. The Company understands that it must include each check it issues in the Check Issue File before the check is issued in order for it to be properly verified, and any check included in the Check Issue File that the Company requests to be voided may be paid at the branch before the Bank has received and processed the void request. The Company agrees that the Bank will not be liable for any loss arising from the foregoing.

g. Checks with Coding Errors. If the first depositing bank has not properly coded the information on a check: (i) there may be a delay between the check's presentation to the Bank and its entry into the Company Account and processing; (ii) the check may be incorrectly identified as an Exception Check or as a matched check in the Check Issuance File; and/or (iii) there may be a delay in the processing of the returned check and its subsequent crediting to the Company Account, if the Company timely submitted a "Do Not Pay and Return" request or chose the default "Do Not Pay and Return" option. The Company acknowledges that the Bank is not responsible for coding errors made by the first depositing bank and shall not be liable for any loss arising from delays in the processing or return of such check, in the crediting of the

Company Account for the returned item, or from the incorrect processing of such check.

h. Handwritten Checks. Handwritten checks may not be processed due to legibility issues and will generally be identified as Exception Checks, even if the information on the handwritten check matches that of a check included in the Check Issuance File. The Company agrees not to issue handwritten checks from an account enrolled in the Positive Pay System. The Bank will not be liable for any loss resulting from processed handwritten checks, including errors, delays, wrongful dishonor, improper payment, or fees charged on any handwritten check identified as an Exception Check, even if it matches that of a check included in the Check Issuance File.

4. Exception Corrections Functionality in Positive Pay

a. Corrections Module. The Exception Corrections feature in Positive Pay ("Corrections Module") may be activated at the Bank's discretion for Businesses subscribed to the Positive Pay Service. Activation of the Corrections Module allows the Business to electronically correct discrepancies in recorded check information, including the check number and amount, solely for the purpose of aligning system records with the original instrument.

b. Permitted Corrections and Prohibited Actions. The Companies that have access to the Correction Module agree to use it only to correct discrepancies resulting from reading or recording errors. Permitted corrections include adjusting the number of checks and the recorded amount of the check to match the original check. Under no circumstances may the Company alter the check information in a manner that does not reflect the original instrument, modify the check data for fraudulent, deceptive, or unauthorized purposes, or make corrections that result in a discrepancy between the system record and the original check.

c. Compliance and Supervision. The Bank reserves the right to supervise all corrections made through the Corrections Module. Any misuse or unauthorized modification of check data may result in the immediate suspension or termination of the Positive Pay Service, or the closure of the Account(s), at the Bank's sole discretion.

d. Company Liability. The Company agrees that it will be solely responsible for ensuring that all corrections made through the Corrections Module are accurate and accurately reflect the original instrument. The Company agrees to indemnify and hold the Bank harmless from any claim, loss, or damage arising from the improper use of the Corrections Module.

5. Reverse Positive Pay Terms

a. Reverse Positive Payment Items. Through OCM, the Bank will make available to the Company a list of Reverse Positive Payment Items detailing all checks presented to the Bank for payment from its Account(s) ("Reverse Positive Payment Items"). The Company must promptly access OCM to review such Paid Items and must communicate to the Bank, in a manner acceptable to the Bank, its decision on whether to "Pay" or "Do Not Pay and Return" such checks. If the Company does not communicate its decision before the Cut-Off Time, as a default, the Bank will automatically pay such Reverse Positive Payment Items.

b. Cut-off Time; Errors. The Bank is not responsible for detecting any errors by the Company in the "Pay" or "Do Not Pay and Return" requests submitted by the Company to the Bank. The Company will be solely responsible for all losses related to untimely or inaccurate "Pay" or "Do Not Pay and Return" requests submitted by the Company to the Bank.

c. Checks Presented at a Branch for Cash or Deposit. Checks presented at a branch for cash or deposit are not covered under the Reverse Positive Payment service.

6. Fees

For services provided under this Positive Pay and Reverse Positive Pay Agreement, each Company agrees to pay the Bank the related fees set forth in Schedule A to the OCM Agreement. Payment shall be made as set forth in the OCM Agreement.

7. Untimely Decisions

If the End User does not make a Decision with respect to an Exception Item prior to the Cut-Off Time, each Company, by your selecting one of the following options in the Service Form, hereby authorizes the Bank to: (i) dishonor and return the Exception Item; or (ii) pay the Exception Item.

8. Limitation of Liability

a. Wrongful Dishonor. Notwithstanding anything to the contrary in this Positive Pay and Reverse Positive Pay Agreement, the Bank shall not be liable to Company for wrongful dishonor when, acting in good faith, it returns a check if: (i) the Bank reasonably believed the check was not properly payable; (ii) there are insufficient available funds on deposit in the

Account(s); (iii) the Bank is required to do so by applicable law; or (iv) the Bank acted in accordance with the terms of service set forth herein, including the Bank's response to any "Do Not Pay and Return" request or default return option submitted by Company (regardless of whether such request was erroneously submitted), in which case such return shall be proper and the Company waives any right it may have to claim that the return was improper.

b. Improper Payment. The Bank shall not be liable to the Company for payment of a check if it has acted in accordance with the terms of service set forth herein, including the Bank's response to any "Pay" request or default payment option submitted by the Company (regardless of whether such request was erroneously submitted), in which case payment shall be deemed correct and the Company waives any right it may have to claim that the check was not properly payable.

c. Branch Checks and Checks with Coding Errors. In no event shall the Bank be liable for any losses incurred by the Company arising out of or in connection with: (i) any check paid at a branch that, at the time of the teller's review, did not appear to be an Exception Check; (ii) any check not paid at a branch because it appeared to be an Exception Check at the time of its review by the teller; (iii) any check paid at a branch on any day for which the Company has requested the Bank to remove the Positive Pay or Reverse Positive Pay Service, or (iv) any delay in processing or returning a check or the improper processing of a check due to an coding error by the bank of first deposit.

d. Bank Performance. The Bank shall be solely responsible for the provision of the Positive Pay or Reverse Positive Pay Service that it expressly agrees to provide in this Positive Pay and Reverse Positive Pay Agreement, and shall only be liable for direct damages, not to exceed the value of the negligently handled checks, caused by its negligence in providing such services. The Bank shall not be liable for any act or omission of the Company, including, but not limited to, the amount, accuracy, timeliness of delivery, or authorization by the Company of any item or instruction received from the Company, nor for any act or omission of any other person, including, but not limited to, any transmission or communication medium and data processor of the Company, and none of these persons shall be deemed an agent of the Bank.

9. Security Procedures

Use of the Positive Pay Service is subject to the Security Procedures set forth in the OCM Agreement ("Security Procedures").

ANNEX A TO POSITIVE PAY AGREEMENT

POSITIVE PAY ADVANTAGE PROCEDURES

1. The End User shall enter the items that were issued by the subject Company into the Cash Management Service System (the "System") on a daily basis to maintain a history of the issued items and their basic information (i.e., the remittent account, check number, amount, issue date and payee). The items may be entered into the System manually (item by item) or as an upload of data in a Comma-Separated Value ("CSV") format file. You are responsible for establishing a procedure for the entry of issued items into the System on a timely basis.

2. If you decide to enter issued items into the System by uploading data, the End Users need to create a CSV file that includes the following fields:

Detail Record - Record size = 80. Block size = 800. EBCDIC for tape or mainframe transmission. ASCII for PC transmissions. Record Format = FB. No label. For numeric fields, right justify and zero fill.				
Field #	Positions	Length	Characteristics	Description
1	001 – 001	1	Alpha/Numeric Pic X	Constant Value = C
2	002 – 004	3	Numeric Pic 9(3)	Bank Number = "878"
3	005 – 006	2	Numeric Pic 9(2)	Filler - Zeros
4	007 – 016	10	Numeric Pic 9(10)	Account Number
5	017 – 017	1	Alpha/Numeric Pic X	Filler-Blanks/Spaces
6	018 – 018	1	Alpha/Numeric Pic X	Transaction Type R = Register V = Void
7	019 – 019	1	Alpha/Numeric Pic X	Action Indicator A = Add D = Delete
8	020 – 020	1	Alpha/Numeric Pic X	Filler – Blanks/Spaces
9	021 – 030	10	Numeric Pic 9(10)	Check Serial Number
10	031 – 040	10	Numeric Pic 9(8)V99	Check Amount
11	041 – 046	6	Numeric Pic 9(6)	Issue Date (MMDDYY)
12	047 – 066	20	Alpha/Numeric Pic X(20)	User Information
13	067 – 080	14	Alpha/Numeric Pic X(14)	Filler-Blanks/Spaces

3. End Users shall enter in the System daily to review the exceptions manager. The exceptions manager will identify to the subject Company the items that have been presented to the Bank for payment but have not been entered by the End User(s) into the System (such items, the "Exception Items"). The Company shall decide whether to pay or return each Exception Item (each such decision, a "Decision") prior to 10:00am of each Business Day (the "Cut-Off Time") for the Exception Items presented to the Bank in the previous Business Day. If the Company does not make a Decision before the Cut-Off Time, the Bank will process the Exception Item as selected by you as set forth in the Positive Pay and Reverse Positive Pay Agreement. A "Business Day" is a day in which the Bank is open for business.

4. The Bank shall access the System daily to handle each Exception Item in accordance with the Decision of the Company.

SERVICE SCHEDULE E: ACH POSITIVE PAY AGREEMENT

This ACH Positive Pay Agreement (**"ACH Positive Pay Agreement"**) is made as of the date set forth in the Service Form whereby you first register yourself or any other Company (as defined below) for the ACH Positive Pay Service (**"ACH Positive Pay Effective Date"**). If more than one Company is registered for the ACH Positive Pay Service (**"ACH Positive Pay Service"**), all references to the Company shall, unless otherwise expressly stated herein, be understood to refer to each Company registered for the ACH Positive Pay Service while such Companies are bound by the terms of the ACH Positive Pay Agreement. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Oriental Cash Management Services Agreement (**"OCM Agreement"**).

RECITALS

WHEREAS, the Company represents that it has in effect an OCM Agreement and, if it were to originate ACH Debit Transactions, an ACH Origination Agreement thereunder ("ACH Agreement") under which the Company may initiate electronic signals for paperless Entries through the Bank to accounts maintained at the Bank and at other financial institutions by means of the Automatic Clearing House Network ("ACH Transactions");

WHEREAS, the Company has requested the Bank to provide to it the ACH Positive Pay Service and the Bank is willing to provide such service to the Company (each Company, while registered under and bound by the terms of this ACH Positive Pay Agreement, a "Company".

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

General:

Each Company agrees and accepts that the use of the ACH Positive Pay Service is subject to the OCM Agreement as supplemented by this ACH Positive Pay Agreement which, as of the Effective Date, will be deemed to be incorporated into the OCM Agreement (the OCM Agreement, together with this ACH Positive Pay Agreement and their respective attachments, all as amended from time to time, the "ACH Positive Pay Agreement") .

The Company further agrees and accepts that, to originate ACH Debit Transactions, the ACH Positive Pay Service must also be subscribed to the ACH Service under the ACH Agreement. References to End Users herein shall refer to end users authorized by the Administrator under the OCM Agreement (**"Administrator"**) to use the ACH Positive Pay Service (each, while so authorized, an **"End User"**). Each Company recognizes and accepts that the use of the ACH Positive Pay Service is further subject to the terms of the Terms and Conditions or Business Deposit Account Agreement (**"BD Agreement"**) applicable to its business deposit Accounts with the Bank registered in the Service Form, as amended from time to time, as an account subject to the ACH Positive Pay Service (for purposes of this ACH Positive Pay Agreement, each of such accounts while so designated, an **"Account"**). In the event of conflict between the OCM Agreement and this document, this document will prevail with respect to the ACH Positive Pay Service, and in the event of conflict between the ACH Positive Pay Service Agreement and the ACH Agreement or the BD Agreement, the terms of the ACH Positive Pay Agreement will prevail with respect to the ACH Positive Pay Service.

ACH Positive Pay Service:

With the ACH Positive Pay Service, the Company may set up certain criteria that will allow the automatic posting of certain ACH Debit Transactions presented for payment from a Company's Account. ACH Transactions that do not meet the processing criteria will be presented as exception transactions (each, an **"Exception Transaction"**) under the Exceptions Manager option of the ACH Positive Pay Service in the OCM System (**"Exceptions Manager"**). Subject to the terms set forth in this ACH Positive Pay Agreement, Exception Transactions will be available in the Exceptions Manager for a limited time as set forth in Annex A to ACH Positive Pay Agreement so that End Users can review them and instruct the Bank as to whether they are to be posted or returned (**"ET Listing Time"**). As such, the ACH Positive Pay Service provides the Company with added monitoring and control over its ACH Debit Transactions. For purposes of this ACH Positive Pay Agreement, an "ACH Debit Transaction" is an ACH Transaction intended to result in the debit (i.e. decreasing the balance) of a Company's Account regardless of whether the transaction is initiated by the Company or by a third party. The Company may be either the Receiver or the Originator of a particular ACH Debit Transaction. Notwithstanding anything to the contrary herein, the Bank will not be required to pay any ACH Debit Transaction presented against an Account if such Account does not have sufficient available funds to pay it.

The ACH Positive Pay Service only works with respect to monetary ACH Transactions. In addition, the ACH Positive Service does not operate with: (i) transactions that are non-monetary or which refer to checks converted to electronic format which include transactions identified with Standard Entry Class (SEC) Codes of ACK, ADV, ARC, ATX, BOC, COR, DNE, ENR, MTE,

POP, RCK, SHR, TRC, TRX, and EXK, and (ii) incoming returns and corrections. As such, none of the transactions described in this paragraph will be deemed an ACH Debit Transaction hereunder.

Security Procedures: By using the ACH Positive Pay Service, each Company acknowledges and agrees to comply with and be bound by, the security procedures set forth in the OCM Agreement as supplemented by those set forth herein and such other security procedures determined by the Bank from time to time with respect to said service (collectively under this ACH Positive Pay Agreement, the **"Security Procedures"**). End Users may access the ACH Positive Pay Service through the OCM System following the protocols applicable for such access. Each Company agrees and accepts that: If any instruction or information received by the Bank purports to have been transmitted or authorized by any of the Companies and/or End Users, it will be deemed effective as such Company's instruction or information and the Companies shall be bound by them even if not authorized by such Company, provided the Bank accepted the instruction or information in good faith and acted in compliance with the Security Procedures.

If any instruction or information was transmitted or authorized by any of the Companies, it will be deemed effective a such Company's instruction and the Companies shall be bound by them whether or not the Bank complied with the Security Procedures with respect to such instruction or information and whether or not any instruction or information was erroneous in any respect or that error would have been detected if the Bank had complied with such procedures .
Each Company acknowledges and agrees that the Security Procedures are a commercially reasonable method for providing security against unauthorized payment orders and other unauthorized transactions. Each Company further acknowledges and agrees that the purpose of Security Procedures is for verification of authenticity and not to detect an error in the transmission or content of any instructions or information. No security procedures for the detection of such errors have been agreed upon between the Companies and the Bank. Each Company is strictly responsible to establish and maintain procedures to safeguard against unauthorized transmissions.

Each Company warrants that no individual will be allowed to initiate instructions or transmit information in the absence of proper supervision and safeguards, and agrees to take reasonable steps to maintain the confidentiality of the Security Procedures and of any component thereof. If any Company believes or suspects that any such information or instructions have been known or accessed by unauthorized persons, such Company agrees to notify the Bank immediately followed by written confirmation. However, the occurrence of unauthorized access will not affect any transfers made or actions taken in good faith by the Bank prior to receipt of such notification and within a reasonable time period to prevent unauthorized transfers.

ACH Debit Transaction Posting/Return Criteria; Processing of Approved ACH Debit Transactions; and Exception Transactions:

Each Company authorizes the Bank to: (i) handle and process the posting or return, as applicable, of ACH Debit Transactions to or against the Account(s) as set forth herein:

Each Company may set forth information identifying ACH Debit Transactions authorized by the Company to be processed and paid from a Company's Account (each transaction or type of transaction so authorized, an **"Approved ACH Debit Transaction"**). For service setup purposes, the initial list of Approved ACH Debit Transactions must be included in Annex A. Once the Company is granted access to the ACH Positive Pay Service in the OCM System, the Administrator may from time to time amend or otherwise update the list of Approved ACH Debit Transactions directly through the OCM System. The Company acknowledges and accepts that, any and all ACH Debit Transactions that do not qualify as an Approved ACH Debit Transaction will be deemed and treated as an Exception Transaction as set forth below and, therefore, will be subject to return unless an instruction to process it is timely received by the Bank as set forth in this ACH Positive Pay Agreement. The Company must ensure that information identifying Approved ACH Debit Transactions is at all times clear, correct and sufficient for purposes of identifying Approved ACH Debit Transactions.

The ACH Positive Pay Service will match ACH Debit Transactions presented for posting and processing against the list of Approved ACH Transactions in effect from time to time. ACH Debit Transactions presented to the Bank that conform to an Approved ACH Debit Transaction will be deemed properly made and will be posted and processed by the Bank accordingly. On the other hand, ACH Debit Transactions that do not match any Approved ACH Debit Transaction will be deemed Exception. Transactions (each, an **"Exception Transaction"**). Exception Transactions will be blocked and presented in the Exceptions Manager pending review thereof and determination by an End User as to whether they should be, posted and processed, or returned (dishonored). The Bank shall have no liability to any Company or any other person or entity by reason of posting or returning Exception Transactions as set forth in this ACH Positive Pay Agreement.

Each Company shall, on a daily basis, timely review Exception Transactions on the Exceptions Manager during the ET Listing Time and transmit to the Bank before the Exception Transactions Cut-off Time set forth in Annex A (**"ET Cut Off Time"**), on a transaction-per-transaction basis, instructions confirming whether the Exception Transactions should be posted and

processed or returned. To transmit such instructions, End Users must use the appropriate fields in the ACH Positive Pay Service area of the OCM System.

Each Company agrees and accepts that, failure to timely instruct the Bank whether to post or return one or more Exception Transactions, shall constitute Company's authorization and instruction to the Bank to return (i .e . not pay) the subject Exception Transactions. The Bank shall determine in its sole discretion, the Return Reason Code (as defined in the Rules) to be used when returning ACH Debit Transactions under this ACH Positive Pay Agreement.

Each Company further acknowledges and agrees that ACH Debit Transactions paid may not be returned and shall remain paid. In addition, if a Company wishes any rejected ACH Debit Transaction originated by it to be processed, the Company will be responsible for remaking it in accordance with the provisions of the ACH Agreement or, in the case of ACH Debit Transactions originated by a third party, taking the necessary steps to have the third party originate the ACH Debit Transaction again.

If the ACH Positive Pay Service were not available or Company is unable to access it for reasons beyond its control, the Administrator may call the Bank's Technical Support Area at 787-522-6954 (or any other area or telephone notified by the Bank for this purpose from time to time) or send an e-mail to ocmtechnichalsupport@orientalbank .com at any time between during the ET Listing Time to indicate which Exception Transactions should be posted and processed and which should be dishonored and returned. The Bank reserves the right to ask for any information deemed necessary by the Bank in its sole discretion to receive and process such instructions.

Each Company agrees and accepts that ACH Debit Transactions posted and processed or dishonored and returned following the procedure established in this ACH Positive Pay Agreement will be deemed correctly posted-processed or dishonored-returned regardless of any other circumstances including, without limitation, the existence or lack of proof of authorization of a third party to originate or receive the ACH Debit Transaction otherwise.

Payment by Company for Entries; Payment by ODFI for Entries

Each Company shall pay the Bank the amount of each ACH Debit Transaction transmitted by the Bank in conformity with this ACH Positive Pay Agreement at such time as the Bank, in its discretion, may determine on the date of transmittal by the Bank of the Entry corresponding to such transaction.

The Bank shall debit from the corresponding Company's Account the amount of each ACH Debit Transaction received by the Bank and payable pursuant to this ACH Positive Pay Agreement within the time period set forth for the corresponding transactions under the ACH Rules.

The Bank shall promptly pay the corresponding Company the amount of each ACH Debit Transaction that was transmitted by the Bank pursuant to this ACH Positive Agreement and returned by the RDFI.

Fees. For services provided under this ACH Positive Pay Agreement, the Companies, joint and severally, agree to pay the Bank the related fees set forth in Annex A to ACH Positive Pay Agreement (Fees"), as amended from time to time. Payment of such Fees will be made as set forth in the OCM Agreement and in the Service Form and are in addition to fees applicable to other products and services acquired or received by each Company.

Each Company agrees to pay the Bank any, and all Fees for Services rendered hereunder even under circumstances when any ACH Debit Transaction has not been processed or posted to the corresponding Account because the ACH Transaction was returned or, in any manner, reverted.

Liability, Limitation of Liability, Indemnity: Without limiting any other limitation of liability and indemnification provisions under the OCM Agreement:

In the performance of the ACH Positive Pay Services, the Bank shall only be responsible for performing the services expressly provided in this ACH Positive Pay Agreement and shall only be liable for its gross negligence or willful misconduct in performing those ACH Positive Pay Services. ACH Debit Transactions paid or returned in accordance with the terms of this ACH Positive Pay Agreement shall be deemed properly paid or returned, as applicable. Each Company agrees that the Bank shall have no liability to the Companies or any other person or entity for so paying or returning ACH Transactions.

The Bank shall not be responsible for any act or omission of the Companies or of any of them (including, without limitation, the amount, accuracy, timeliness of transmittal or due authorization received from any of the Companies and/or End Users with respect to any ACH Debit Transaction and/or Exception Transactions) or those of any other person, including without limitation any Federal Reserve Bank, ACH Operator or transmission or communications facility, any Receiver or RDFI (including without

limitation the return of an ACH Debit Transactions), and no such person shall be deemed the Bank's agent.

Nothing in this ACH Positive Pay Agreement shall be construed as limiting any obligations and/or responsibility of the Companies under the ACH Agreement including, without limitation, their duty to examine the corresponding Account Statements and individual ACH Transactions to detect exceptions outside the scope of the ACH Positive Pay Service. The Bank shall not be liable for any loss arising from any of the Companies' failure to exercise due diligence and otherwise comply with this ACH Agreement or this ACH Positive Pay Agreement.

Each Company acknowledges that, the name and account number of the Originator and/or Receiver of ACH Debit Transactions, among other information required by the Rules for the processing of ACH Transaction, are critical elements in providing the ACH Positive Pay Service (**"Identification Information"**). As such, each Company agrees and accepts that, if an ACH Debit Transaction received by the Bank and/or Approved ACH Debit Transaction listed describes the Receiver or the Originator inconsistently by name and/or account number, the Bank will be held harmless for posting or returning such ACH Transaction when acting on the information at hand by the Bank and any dispute related to such ACH Transaction shall be between the Company and the Originator or Receiver of the subject ACH Transaction. In the event of inconsistency between historical transaction information and the information in the Approved ACH Debit Transaction listing in effect at any particular time, Bank may (but shall not be required to) make any modification to Originator or Receiver Identification Information in such listing in which case the Bank will inform the Company or the Administrator that a change was made to said information and, in doing so, the Bank shall incur no liability or responsibility.

Each Company acknowledges that the return or posting of any ACH Debit Transaction is subject to dispute by the Originator or the Receiver thereof. In the event of such dispute, the Bank will act according to applicable laws, regulations and rules including, without limitation, the Rules and any attachments to any of the foregoing, each as amended from time to time, applicable to ACH Transactions generally. The Companies, jointly and severally, agree to accept liability for and indemnify and hold the Bank, its parent, affiliates, and their respective shareholders, directors, officers, employees and representatives harmless from and against any and all losses, claims, liabilities, costs, or expense (including attorney's fees and expenses) resulting from or arising out of the use of the ACH Positive Pay Service by the Companies or any of them and of any claim of any person for any act or omission of any of the Companies or any other person described in this Section, including, without limitation, for the posting or returning any ACH Debit Transaction if such return or posting resulted from the processing of any or all of the Companies' post or return instructions as set forth in this ACH Positive Pay Agreement.

To the extent not otherwise excused or further limited under other provisions of this ACH Positive Pay Agreement, the Bank shall be liable only for each Company's actual direct damages caused directly by Bank's gross negligence or willful misconduct in the performance of its obligations to such Company with respect to ACH Debit Transactions under this ACH Positive Pay Agreement.

This Section (Liability; Limitations of Liability; Indemnity) supplements the limits of Bank's liability under the OCM Agreement and the ACH Agreement which remain in full force and effect without change.

Default

The Bank shall have no obligation to provide the ACH Positive Pay Services, or any part thereof, if the requesting Company is in default of any of its obligations under this ACH Positive Pay Agreement

Term and Termination

This ACH Positive Pay Agreement shall be deemed effective on the ACH Effective Date and will be coterminous with the OCM Agreement. However, this ACH Positive Pay Agreement may be earlier terminated as, and subject to the terms and conditions, set forth in the ACH Positive Pay Agreement (i. e. including the OCM Agreement).

Termination of this ACH Positive Pay Agreement shall not affect any of the Bank's rights and each Company's obligations with respect to services performed by the Bank prior to termination, or any other obligations that survive termination of this ACH Positive Pay Agreement.

ANNEX A TO THE ACH POSITIVE PAY AGREEMENT

Approved ACH Debit Transactions (as defined in the ACH Positive Pay Agreement)

Account Number	Origination Company ID	Origination Company Name	From Amount	To Amount	Effective Date

Exception Transactions Listing Time

Type	Deadline
ET Listing Time	From 8:00 am to 4:30 pm (Central Time)
ET Cut-Off Time	5:00 pm (Central Time)

ACH Positive Pay Fees

The Company agrees to fees outlined below for ACH Positive Pay Service

ACH Positive Pay Setup Fee $_____

ACH Positive Pay Service Fee $_____

ACH Positive Pay Service Per Account $ _____

ACH Positive Pay Per Transaction Fee $ _____

ACH Positive Pay Suspects Per Items Fee $ _____

ACKNOWLEDGMENT OF RECEIPT

BUSINESS INFORMATION
Company Name: _____ Account Number: _____ _____ Company Tax ID: _____ Account Type: _____ I hereby certify on behalf of the Company and all other companies listed in the Registered Affiliates Form that on this date a representative of Oriental Bank provided to me a copy of the Business Deposit Account Agreement. I certify that the Company's Tax ID indicated in this Acknowledgment of Receipt is correct.
ADDITIONAL COMMENTS
AUTHORIZED SIGNATURES
Instructions: This Acknowledgment of Receipt must be signed by an Authorized Representative identified in the Certificate of Resolution submitted to Oriental Bank by the Company identified herein and all other companies listed in the Registered Affiliates Form. Prepared by: _____ Position: _____ Branch/Department: _____ Date: _____ Customer Name: _____ Signature: _____ Customer Position: _____ Date: _____

SERVICE SCHEDULE F: OCM ESSENTIAL PACKAGE - ("Schedule A")

The following Schedule A details the features and terms of the Essential Package.

ORIENTAL CASH MANAGEMENT- SCHEDULE A ESSENTIAL PACKAGE

	Features	Price
	Included in the Essential Package	**Base Price $5.00**
1	Single Company	● ●
2	Single User	● ●
3	One deposit account	$5 per additional Account (up to two additional accounts allowed)
4	Premium Alerts	●
5	Stronger Authentication with Out of Band Confirmation	● ●
6	Mobile Banking App and Remote Check Deposit[1]	● ●
7	Intraday Balance	● ●
8	12 Months of Transactions History	● ●
9	Express Transfers	● ●
10	Bill Pay[2] (Registration Required)	● ●
11	Stop Payment Module	● ●
12	Check Imaging (deposited and paid check images)	● ●
13	Basic Reports	● ●
14	Accounts and Loans E-Statements (Registration Required)	● ●
15	Loan Reporting (Registration Required)	● ●
16	Loan Payments and Line of Credit Online Advances[3]	● ●
17	Credit Card Reporting Module (Registration Required)	● ●
	Transactionality	Per transaction fee
18	Stop Payment	$15.00 (at time of processing)
19	Remote Check Deposit1	No Cost
20	Loan and LOC Payment	No Cost
	Add On's	
21	ACH Positive Pay (Per Account)	$15.00

Certain terms, conditions, and restrictions apply. Fees charged monthly, unless otherwise specified. [1]Remote Check Deposit: Subject to compliance with eligibility parameters. Deposit limit: 40 checks per day, 120 checks per month, limit of $30,000 per check, deposit limit of $90,000 per day, deposit limit of $150,000 per month. Any check must be payable to the account holder in which the check is being deposited and endorsed. Subject to Oriental Bank's Funds Availability Policy. [2]Bill Pay: the limit per transaction: $10,000 and limit per day: $20,000. [3]Loan Payments and Line of Credit Online Advances are only available to customers with Lines of Credit with Overdraft Protection. Additional restrictions may apply.

Products offered by Oriental Bank, a subsidiary of OFG Bancorp.

Customer Initials_____ Date_____

©2025 Oriental Bank, Member FDIC
CM_SCHEDULE A_ESSENTIALPACKAGE_2025SEP1

orientalbank.com
orientalbank.com/usvi