

Banco de Sabadell S.A. - Miami Branch
One Biscayne Tower - 2 South Biscayne Blvd, Suite 3301
Miami, Florida 33131 - 2902

GENERAL ACCOUNT TERMS AND CONDITIONS

These General Account Terms and Conditions (referred to herein as “this Agreement or “the Agreement) set forth the terms and conditions governing the account products and services that the Bank provides. By using your account, you agree to be bound by all the terms and conditions in this Agreement.

When used in this Agreement:

The terms “Client,” “owner,” “you,” “any of you,” “your,” and “yours” refer to the owner or joint owners of any of the account(s) governed by the Agreement.

The terms “Bank,” “we,” “us,” “our,” and “ours” refer to the Miami Branch of Banco de Sabadell S.A.

The term “account” refers to any and all account(s) or deposit(s) maintained by the Client with the Bank, except as otherwise provided elsewhere in this Agreement (and/or in the Account Application or in any other Bank form or Bank document regarding one or more particular types of account or regarding particular circumstances).

The term “Authorized Person” refers to any individual who is an authorized signatory with the same rights of withdrawal and deposit as an owner of an account.

The term “Parties” refers to the Bank and the Client.

1. GENERAL PROVISIONS.

A. Account Application. When opening the Client’s first account with the Bank, each Client **must** sign an Account Application.

B. Amendments; Other Agreements. The Client agrees to be bound (and any and all successors, heirs, executors, and other legal representatives of the Client shall at all times be bound) by this Agreement, any amendments hereto, any additional agreements executed by the Client and the Bank, and all rules and regulations of the Bank. If permitted by applicable laws, this Agreement and such rules and regulations may be changed from time to time by the Bank without previous notification to the Client. If you maintain your deposit with us after the effective date of any such change, you will be deemed to have consented to the change. However, you will be informed of the changes that affect your rights and obligations by mail, by a posting at the Bank, and/or by a published statement in a newspaper of major circulation in Miami. No other change in the terms of this Agreement is binding unless authorized by us in writing.

C. Credit Information. Each individual signing an Account Application authorizes the Bank to furnish and/or obtain credit information regarding his or her personal account and/or any corporations or other entities that he or she represents, to and from other banking institutions and recognized credit bureaus and commercial establishments, as requested or deemed appropriate, without liability to the Bank.

D. Acceptance of Application. It is understood that before the Bank can make available to the Client any of the services described in this Agreement and/or extend credit, the Bank must first receive all pertinent documentation from the Client and accept his, her, or its application.

2. CLIENT INSTRUCTIONS.

The Bank may require that any inquiry pertaining to your account be sent in writing via facsimile, regular mail, or courier service to your account representative at the Bank's current address. Unless you have elected (in the Account Application) to allow the Bank to act upon electronic communications, the Bank will only accept written instructions relating to your account, and particularly to any payment, withdrawal, or transfer of funds, subject to the provisions of Section 15 of this Agreement relating to electronic funds transfers, pursuant to which you are selecting a security procedure which you and the Bank have agreed is commercially reasonable. All instructions received shall be subject to verification for compliance with the terms of Section 15. The Bank may also require you to include your account number in all correspondence.

3. CHANGE OF ADDRESS.

The Client must notify the Bank in writing of a change of the Client's address. Any mailings, including account statements, returned to the Bank because the Client failed to notify the Bank of any permanent change of address may result in the suspension of further mailings until a correct address is received by the Bank.

4. FEES, CHARGES AND PENALTIES.

The account is subject to the Bank's published schedule of charges (the "Fee Schedule"), including, but not limited to, fees for services you have selected, charges for checks returned for insufficient or uncollected funds, overdraft charges, investigation charges resulting from the Client's requests or legal process, charges for reference signature/verification letters and notarized letters, monthly service or maintenance charges including inactive and dormant account charges, and charges for stop payment orders issued by the Client, returned mailings, and account termination. The Bank may debit your account for such fees and charges without notifying you in advance. If you have designated an account as the "Account to be Charged for Services" in the Account Application, we may charge that account for account-and service-related fees and other amounts, even if such charges would create an overdraft; however, if there are insufficient funds in the designated account to cover any such fees or amounts, we may, in our discretion, charge them to any other account you maintain with us. The Bank may amend or change the Fee Schedule without prior notice to you. If you have questions concerning any particular fee imposed by the Bank, please contact your account representative at the Bank within sixty (60) days from the date the fee was debited to your account.

5. OUR RIGHTS.

A. Legal Costs and Fees. The Client agrees to pay on demand all losses, costs, and expenses (including without limitation the fees and expenses of counsel, whether incurred at trial, on appeal, or without litigation) incurred by the Bank in connection with this Agreement, the Account Application, any other related document, your account, or any service provided by the Bank to the Client, including, but not limited to, losses, costs, and expenses sustained as a result of (i) a default by the Client in the performance of any obligations under this Agreement, the Account Application, or any other related document, (ii) any dispute or potential dispute involving the account owners if any account is a joint account, involving the Client's owners or representatives if the Client is a corporation or other organization, or involving beneficiaries to any account that is a "pay-on-death account" or a "transfer-on-death securities account," (iii) any claim by a third party, whether legally enforceable or not, to or against any account, and (iv) any of the other events or circumstances specified in Section 14 of this Agreement.

B. Setoff Rights. In addition to any general banker's lien or right of setoff or similar right to which the Bank may be entitled by law, the Bank may at any time and without prior notice to you (such notice being hereby expressly waived by you) combine or consolidate (i) all or any of the obligations and liabilities (whether direct or indirect, several or joint, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses, or any other amounts) which are at any time due and payable to the Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (with or without other obligors), together with (ii) all or any of the accounts, deposits (whether general or special, including without limitation deposits owned

jointly or by the entireties), interest thereon, balances and credits maintained with the Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (and any obligations of any other types owing by the Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates to you or any of you), thereby setting off and applying those assets of yours described in clause (ii) above, in such order as the Bank may elect, against those obligations and liabilities of yours described in clause (i) above. The rights of the Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates under the foregoing provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded the Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates by law or other contract.

C. Lien and Pledge. In consideration of any extensions(s) of credit or other financial accommodations(s) now or hereafter given or continued by the Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates (all of the foregoing, including the Bank, being the “Secured Parties”) to you or any of you, and as security for the payment of all obligations and liabilities (whether direct or indirect, several or joint, matured or unmatured, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorney’s fees, other expenses, or any other amounts) which are now or hereafter owing to any of the Secured Parties by you or any of you (with or without other obligors) (all of such obligations and liabilities being the “Indebtedness”), you hereby assign transfer and pledge to the Secured Parties all of the following, whether now or hereafter existing (the “Collateral”): (i) the accounts, deposits (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, and balances and credits maintained with the Bank or with any other Secured Party by you or any of you, (ii) any and all other assets (including without limitation all notes, instruments, bonds, and securities) held at the Bank or with any other Secured Party on behalf of you or any of you, and (iii) any and all proceeds of any Collateral. Upon any default by you or any of you in the payment when due of any Indebtedness, the Bank and all other Secured Parties are hereby authorized to set off and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness pursuant to any applicable codification of Article 9 of the Uniform Commercial Code (or in any other manner authorized by law), all at such time or times, to such extent and in such order as the Bank and the other Secured Parties may in their discretion elect. The lien, pledge, security interest, and assignment made hereunder shall be and remain irrevocable until such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and the Bank and any other Secured Party are satisfied that no further Indebtedness shall thereafter arise.

D. Related Rights. In its discretion, the Bank or any other Secured Party may at any time or times take or retain possession of any or all instruments or certificates representing or evidencing any Collateral. Upon any default by you or any of you in the payment of any Indebtedness, the Bank or any other Secured Party may in its discretion block, “freeze,” withhold, and retain any or all accounts, deposits, funds, and other assets constituting Collateral, and thereafter, for so long as the pledge hereunder remains in effect, any Collateral capable of being renewed or re-deposited shall, unless such Secured Party otherwise elects, automatically be renewed and re-deposited continually. While the pledge hereunder remains in effect, any renewal, new, substituted, or additional assets (and any instruments, receipts, and other documents evidencing such assets) which are issued or otherwise arise in respect of any Collateral shall constitute additional Collateral and be subject to the terms of this pledge. The Bank is hereby authorized to notify any other Secured Party of the pledge hereunder, and to direct that such pledge be recorded on the books of other such Secured Party, and that such other Secured Party, in writing, accept and agree to the terms of this pledge. You hereby authorize each Secured Party to file any financing statements, continuation statements, or other documents or instruments which, in the such Secured Party’s judgment, evidence, perfect, or protect such Secured Party’s security interest hereunder; such Secured Party is hereby authorized to file any such documents without your signature(s) in any public offices in any jurisdictions, and to debit any account(s) of yours for all costs of such filings. Each Secured Party is also authorized to debit any account(s) of yours and to increase the Indebtedness secured hereby in the amount of all costs (including any attorneys’ fees, whether incurred at trial, on appeal, or without litigation) of any sale, setoff, or other disposition of or realization on any Collateral hereunder. No Secured Party shall be liable for the dishonor of any item(s) due to insufficient funds in any account(s) of yours resulting from any application, setoff, or blocking of funds pursuant to this pledge.

E. Termination of the Account. We reserve the right, at our sole discretion, to discontinue or limit transaction

account services, to refuse further deposits or withdrawals, to decline to collect any item or to process any transaction, or to terminate the account relationship at any time. In the event the account is closed, the Bank will send a notice to the Client and (unless other acceptable arrangements have been made) will mail to the Client a check for the balance in the account, after any applicable service charges have been deducted, at the last address shown in our account records. The Client shall be responsible and liable for any service charges and transactions initiated prior to an account closing. Without limiting in any manner the generality of the foregoing, any account maintaining a zero balance for a period of sixty (60) days may be closed by the Bank or any account for which three or more checks have been returned for insufficient funds may be terminated without prior notification to you.

6. FORMS OF OWNERSHIP; TYPES OF ACCOUNTS.

The Client agrees to provide the Bank with any necessary documentation to establish the Client's authority to open a particular type of account, and to provide the Bank with all information requested by the Bank in connection with the Bank's discharge of its duties under applicable "know your customer" and anti-money laundering guidelines, principles, rules, regulations, and laws.

A. Individual Accounts. An individual account is an account that is owned by one individual. Upon the death of that individual, the account will be transferred to the appropriate persons by testate or intestate succession, as applicable, provided that the conditions set forth in Section 7 of this Agreement have been satisfied.

B. Corporate Accounts. A corporate account is an account that is owned by a corporation or other organization.

C. Joint Accounts. A joint account is an account that is owned by two or more individuals with right of survivorship. You agree that if your account was opened by two or more individuals it is a joint account, unless you have given the Bank written instructions to the contrary. If yours is a joint account, you agree that (unless you elected, in the Account Application, not to exercise signing authority when acting alone) any one of the account owners may endorse, deposit, or cash checks which are payable to any or all of the account owners and any of the account owners is authorized to act for the others (and the Bank may accept instructions regarding the account from any of them). Each of you will be liable to the Bank for all charges and overdrafts created in this account. In effect (unless you elected, in the Account Application, not to exercise signing authority when acting alone), any of the account owners may control the account as if it were owned by that account owner individually. If a check is returned unpaid, each of you is liable to the Bank regardless of who deposited or cashed the check. Upon the death of any of you, the monies on deposit or other assets in the account will belong to the survivor(s). The Bank may require the survivor(s) to produce legal documents before releasing the monies on deposit or other assets, however, and may condition any such release upon the full satisfaction of the requirements of Section 7 of this Agreement. Each of you may approve statements of account and obtain information regarding the account, and may order payment stopped on any items drawn against the account. Each of you (unless you elected, in the Account Application, not to exercise signing authority when acting alone) may pledge, assign, or grant a security interest in the account or any or all amounts therein (whether to secure indebtedness of the signatory or of one or more third parties), may otherwise deal with any securities and other property at any time or times held by the Bank and belonging to you, and may issue checks and drafts against the account. Although the Bank shall have no obligation to notify any one or more of you regarding any change to or other action concerning the account made or taken by another of you, the Bank may, notwithstanding any other provisions of this paragraph, require the signatures of all of you in order to pay any item or take any other action relating to the account, if the Bank has received conflicting demands or instructions from any two or more of you, has received an instruction signed by less than all of you seeking to change the title of (or restrict the payment or transfer of funds in) the account, or has concluded for any other reason, in the Bank's discretion, that it is prudent to require the signatures of all of you. In the event of the death of all of you, the Bank is authorized to transfer or pay any monies in the account to or to the order of any personal representative or executor of any one of you (without regard to the original ownership of the monies deposited); provided, however, that the Bank may condition any such payment upon the full satisfaction of the requirements of Section 7 below.

D. Tenants in Common. A tenants-in-common account is an account that is owned by two or more individuals as tenants in common with no right of survivorship. Each of you has an equal undivided interest in the whole account

unless you notify us in writing of the contrary. Each of you, unless otherwise designated in writing, can make withdrawals or write checks singly. If one of you dies, the decedent's share goes to his or her estate or other legal successor, provided that the conditions set forth in Section 7 of this Agreement have been satisfied. Unless you designate in writing that an account is a tenants-in-common account, such account, if opened by two or more individuals, shall instead constitute a joint account with the right of survivorship. If you have required the signature of all or more than one of you in order to make withdrawals from or write checks against the account, then the signatures of the same individuals shall be required to effect any other transfer or disposition of any funds or other assets in the account, to pledge, assign, or grant a security interest in the account, to deal with any securities and other property at any time held by the Bank and belonging to all of you, or to make any change concerning the account. In no case, however, shall the Bank require the signature of more than one of you in order to furnish such individual any information regarding the account. The Bank shall have no obligation to notify any one or more of you regarding any change to the account made by another of you or others of you. The Bank may, in its discretion, require the signatures of all of you in connection with any action relating to the account under any of the circumstances that it could do so pursuant to Paragraph C above if the account were a joint account with right of survivorship.

E. Pay-on-Death and Transfer-on-Death Securities Accounts. Unless the Bank agrees in writing to a different arrangement, if an account is opened "in trust for," or to be paid or transferred on death to, one or more beneficiaries (or is opened in substantially the same manner), it is considered to be a "pay-on-death account" under Section 655.82, Florida Statutes, provided it is not an account which contains or may contain securities (in which case it will instead be considered to be a "transfer-on-death securities account," and all property in it will be treated as "financial assets," under Florida's Transfer-on-Death Security Registration Act). With respect to any such pay-on-death account or transfer-on-death securities account, the Client can withdraw money or securities or other assets, or close the account, at any time; the beneficiary(ies) cannot. However, if any owner dies (or, if there is more than one owner, all of the owners die), ownership of the cash in a pay-on-death account or ownership of any cash and securities in a transfer-on-death securities account passes to the beneficiary(ies) and is not part of the estate of any of you. The Bank may pay to the beneficiary(ies) any cash in a pay-on-death account and any cash and securities in a transfer-on-death securities account at the time the owner dies (or if there is more than one owner, the last surviving owner dies), after the Bank's conditions therefore have been satisfied, including without limitation those conditions relating to the payment of any federal and/or state inheritance or estate taxes. If the beneficiary dies (or, if there is more than one beneficiary, if all of them die) before the death of the last surviving owner, then the above-mentioned pay-on-death or transfer-on-death feature of a pay-on-death account or transfer-on-death securities account automatically terminates. No beneficiary can claim a joint account unless all of the owners have died. If more than one beneficiary is named, only those who remain alive after all of the owners have died will have a claim to the account. If more than one beneficiary outlives all of the owners, each of such beneficiaries may be treated as owning or claiming an equal share of a pay-on-death account or transfer-on-death securities account. The Bank may pay any such share to the beneficiary in question without any resulting responsibility to the other beneficiaries. Any payment to be made to any beneficiary hereunder may be made, in the Bank's discretion, to such beneficiary directly or to whomever the Bank believes to be his or her guardian or other appropriate legal representative; provided that any payment to be made to a beneficiary not yet 18 years of age shall (i) if all such payments to such beneficiary do not exceed US\$15,000 (or such other amount as may hereafter be provided under Florida law), be made to whomever the Bank reasonably believes is the natural parent of such beneficiary having custody of him or her, or (ii) if all such payments to such beneficiary do exceed US\$15,000 (or such other amount), be made to whomever the Bank reasonably believes to be a guardian of such beneficiary duly appointed by a court of competent jurisdiction.

F. Demand Deposit Accounts. Funds in your demand deposit account will be made available to you in accordance with our Funds Availability Policy. The funds in your demand deposit account will not earn interest.

G. NOW Accounts. A NOW account is an account which consists solely of funds in which the entire beneficial interest in such account is held by (i) one or more individuals, including a sole-proprietorship, (ii) a not-forprofit organization operated primarily for religious, philanthropic, charitable, educational, political, or other similar purposes, or (iii) a fiduciary, provided that all beneficiaries of such account are natural persons. The Bank reserves the right to require at least seven (7) days' written notice prior to withdrawal of funds from a NOW

account

H. Time Deposits. If an account (whether held by one or more individuals, held in trust for one or more beneficiaries, or held by a corporation or other business organization) constitutes a time deposit, the interest rate thereon shall be based by the Bank, in its sole discretion but in good faith, on prevailing market conditions (and on the amount and term of the deposit) at the time the deposit is originally made and at any and every time at which the deposit is renewed. The Bank will compute interest on the funds in your time deposits on a 360-or 365-day basis, depending on the currency of the deposit, for the actual number of days the collected funds are on deposit. The Bank will not compound interest. Unless the Bank receives contrary instructions at least two business days prior to the maturity date of a time deposit, if the deposit has a maturity of one year or less, or at least five business days prior to the maturity date if the time deposit has a maturity longer than one year, such time deposit shall be automatically and successively renewed, in each instance for a period equal to the previous term of the time deposit or for a period (and on such terms and conditions) as the Bank may in its discretion consider appropriate under the circumstances. If you fail to notify the Bank, the Bank will add the interest to the principal balance of the account upon its renewal. The Bank may notify any of you, at least ten days before the maturity date of a time deposit, that such time deposit will not be renewed. Withdrawals from or redemption of a time deposit before its maturity date will be permitted only if the Bank, in its sole discretion, elects to permit any such withdrawal or redemption, and then will be permitted only on such terms as the Bank may designate and upon your payment of any early withdrawal penalty which the Bank may designate (which penalty may result in the reduction of the principal amount of such time deposit).

I. Money Market Accounts. The Bank reserves the right to require at least seven (7) days' written notice prior to withdrawal of funds from a money market account. You may make unlimited withdrawals in person from a money market account. However, under federal regulations, the number of withdrawals you may make from a money market account by check or pre-authorized or automatic transfer is limited to a combined total of no more than six (6) per calendar month or statement cycle of at least four weeks (whether resulting in the transfer of funds to a third party or to another account belonging to you or to any of you) The Bank reserves the right to impose a penalty for violations of these limitations, including (without limitation), nonpayment of interest in the money market account that month. Moreover, federal regulations may require the Bank to revoke your check-writing privileges or to terminate your money market account in the event that you continue to violate these limitations. If you repeatedly are in violation of this section, we may convert your money market account to a non-interest bearing account.

J. Interest Rates. The Bank reserves the right, in its sole discretion, to change the interest rates paid by the Bank on any NOW account, money market account, time deposit, or other interest-bearing deposit or account offered by the Bank.

K. Special Terms and Conditions Applicable to Multiple-Owner Accounts. In the event that an account is owned by more than one individual: (a) all the express and implied obligations of the Client under this Agreement shall be deemed to be joint and several obligations; (b) all references in the Agreement to the Client shall, to the extent the context permits, be deemed to be references to all of the owners of the account or to any of them; (c) any notice, statement, or other communication given by the Bank in accordance with the instructions specified in Section 10.P shall be deemed to be given to all of the owners of the account; (d) any instruction or other communication (whether oral or written or by telephone, telefax, or other electronic transmission) given by the number of owners specified in the Account Application (including any designation of an agent) shall be binding on the other owners of the account as if they had all given it; and (e) the survivor(s) shall immediately notify the Bank of the deaths of any of the owners of the account.

7. DEATH OF A CLIENT.

If any owner of an account dies, we must be provided with a certified copy of the death certificate and any other document which in our sole discretion may be necessary to establish the ownership of the account before we release the balance in the account to any survivor or to the estate of the decedent or to any beneficiary or

beneficiaries of any pay-on-death account or transfer-on-death securities account. However, you agree that we shall have no obligation to release such balance or any part thereof or any other asset of the decedent, unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax, or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction.

8. CERTIFICATION OF FOREIGN STATUS OR TAX IDENTIFICATION NUMBER.

Every signatory on an account must: (i) independently certify his, her or, in the case of a corporation, partnership, trust, or other entity not organized under the laws of the United States, its status as a non-resident alien for United States income tax purposes by providing a completed Internal Revenue Service Form W-8BEN or other appropriate Form W-8 series form; or (ii) certify the accuracy of his, her or, in the case of a corporation, partnership, trust, or other entity organized under the laws of the United States, its U.S. tax identification number by providing a completed Internal Revenue Service Form W-9. Alternatively, the above certifications may be provided on any substitute Form W-8BEN or substitute Form W-9, as the case may be. A Client's certification of non-resident alien status for United States income tax purposes must be renewed by the last day of the third calendar year following the year in which the certification is signed. The Bank reserves the right to close a Client's account or to refuse any transaction to or from the account if the certification forms are not filed with the Bank or are not timely renewed. If a Client who has certified non-resident alien status for United States income tax purposes at the time of opening an account with the Bank later becomes a U.S. Citizen or resident for United States income tax purposes, written certification must be given to the Bank within thirty (30) days of the change in status, on a form to be obtained from the Bank. The Bank will report the interest earned on each account owned by the Client and will also backup withhold, unless the Client provides the Bank with the required certifications.

9. SIGNATURE AUTHORITIES.

The Bank may rely upon the Account Application or any signature card or other resolution or designation of authorized signatories delivered by the Client in respect of an account, until the Client has delivered to the Bank an appropriately executed resolution or other written document revoking or modifying the authorizations contained therein and the Bank has had a reasonable time to act thereon.

10. WITHDRAWALS, CHECKS, AND DEPOSITS.

This section provides information pertaining to the Bank's various deposit account products, including checking, money market, and savings accounts.

A. Deposits. Notwithstanding any information which may be provided to the Client at the time of deposit or otherwise, all items received by the Bank for credit or collection are taken at the Client's risk and subject to the actual receipt of proceeds by the Bank. The Bank may charge-back to an account at any time any item as to which final payment is not received. Any item payable to the Client may be deposited to the account without notice or endorsement from the Client. The Bank shall act only as the Client's agent and assumes no responsibility beyond the exercise of due care. The Bank shall not be construed to have received any item sent by mail or delivered to any of its affiliates or correspondents until the Bank has actually received the item at its office during regular banking days and hours. The Bank may at its sole discretion refuse a deposit, limit the amount which may be deposited or return all or any part of a deposit. Items deposited to the Client's account will become available for withdrawal or for other use by the Client in accordance with federal and state law and as outlined in the Bank's Funds Availability Schedule, as established from time to time. Deposits received by the Bank during non-business hours will be considered to be made in the next full banking day. If the Bank accepts for deposit into a U.S. dollar denominated account any funds in a currency other than U.S. dollars, the Bank will convert such funds into U.S. dollars at the conversion rate the Bank uses on the date of the conversion.

B. Funds Availability Policy

GENERAL POLICY

Our policy is to delay the availability of funds from your cash and check deposits in accordance with applicable federal regulations. During the delay, you may not withdraw the funds in cash and we will not use the funds to pay checks that you have written.

DETERMINING THE AVAILABILITY OF A DEPOSIT

The length of the delay is counted in business days from the day of your deposit. Every day is a business day except Saturdays, Sundays, and federal holidays. If you make a deposit before 2:00 p.m. on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 p.m. or on a day we are not open, we will consider that the deposit was made on the next business day we are open. The length of the delay varies depending on the type of deposit and is explained below.

SAME DAY AVAILABILITY

Funds from electronic direct deposits to your account will be available on the day we receive the deposit.

NEXT-DAY AVAILABILITY

Funds from the following deposits are available on the first business day after the day of your deposit:

- U.S. Treasury checks that are payable to you.
- Wire transfers, including preauthorized credits, such as social security benefits and payroll payments.
- Checks drawn on Banco de Sabadell S.A., Miami Branch.

If you make the deposit in person to one of our employees, funds from the following deposits are also available on the first business day after the day of your deposit:

- Cash.
- State and local government checks that are payable to you (if you use a special deposit slip available from our Miami Branch).
- Cashier's, certified, and teller's checks that are payable to you (if you use a special deposit slip available from our Miami Branch).
- Federal Reserve Bank checks, Federal Home loan bank checks and postal money orders, if these items are payable to you.

If you do not make your deposit in person to one of our employees (for example, if you mail the deposit), funds from these deposits will be available on the second business day after the day of your deposit.

OTHER CHECK DEPOSITS

The retention period for other check deposits is as follows:

- a) The first \$100 from a deposit of checks will be available on the first business day after the day of your deposit.
- b) The remaining funds will be available on the second business day after the day of your deposit.

For example, if you deposit a check for \$700 on Monday, \$100 of the deposit is available on Tuesday. The remaining \$600 is available on Wednesday.

LONGER DELAYS MAY APPLY

Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of communications or computer equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the eleventh business day after the day of your deposit.

NEW ACCOUNTS

For all new accounts, withdrawals will not be allowed until the Client has returned to the Bank all documents required by the Bank. Once all required documents are received, your account will become available for withdrawal or for other use by the Client in accordance with the availability rules described above.

HOLD OF OTHER FUNDS

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

If we accept for deposit a check that is drawn on another bank, we may have funds from the deposit available for withdrawal immediately but delay your ability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

C. Charge-Back or Refund. All items cashed for the Client or deposited in the account (whether or not items are honored against such deposit) will be handled by the Bank as agent for the Client subject to charge-back or refund if for any reason final payment is not received in cash or unconditional credit accepted by the Bank. Similarly, any item drawn on the Bank and cashed for the Client, or deposited in the account, will be subject to charge-back or refund if for any reason such item is found not payable before the close of business on the second banking day after it was cashed or deposited (or before the end of such longer period as may be established by the Federal Reserve).

D. Endorsements. The Bank may at its sole option and discretion accept any item endorsed for deposit to an account, and such endorsement may be made manually, with type, by stamp, or otherwise; and any such endorsement will be treated as genuine in all respects and as warranting and guaranteeing all prior endorsements thereon. Payment of an item may be reflected at the Bank's sole option and discretion, if it is endorsed in pencil, if improperly prepared, if illegible, or if the item contains a double endorsement; however, on any or all occasions, the Bank may decline to accept for deposit any item containing a double endorsement. Any item payable to a Client may be deposited in and credited to the account without being endorsed by the payee(s).

E. Postdated Checks. In connection with any postdated check issued by the Client, it is the duty of the Client to notify the Bank in writing, giving a complete description of the item, including the payee, the date, the check number, and the amount of the check; in the absence of such written notice, the Bank shall not be liable for paying any postdated check before the date written on the check. A charge may be made for each postdated item issued by the Client.

F. Form of Checks. We may return unpaid any check on an account which is not on a form obtained from us.

G. Stale Checks. Under applicable law, the Bank is not obligated to pay a check drawn on an account which is presented more than six (6) months after its date. However, the Bank may charge the account for payments made on such items in good faith.

H. Business Day. The Bank's business days and hours are Monday through Friday from 9:00 a.m. to 5:00 pm. Sundays, Saturdays, and holidays are not business days. In accordance with our funds availability policy, checks and other items deposited or received **after 2:00 p.m.** on any business day will be posted the next business day.

I. Claim. If a claim is made to the Bank for the recovery of any part of any collected item (including any item cashed for the Client) after final payment thereof, on the ground that such item was altered or bore a forged or unauthorized endorsement or was otherwise not properly payable, the Bank may withhold the amount thereof from the account until final determination of such claim.

J. Account Closure. The Client may at any time close any account by giving written notice to the Bank. Upon the receipt of the notice by the Bank, the account will be closed but the Bank retains the right to continue to pay

checks as they are presented. You will remain responsible and liable for any service charges and transactions initiated prior to account closing or originated as closing fees. This Section 10(J) shall not be applicable to accounts that guarantee or are pledged to secure any of your obligations to us, including without limitation your obligation to make payment for any balance outstanding under a credit card issued by us.

K. Dormant Accounts. Your account will be considered dormant if you have not transacted business in your account for a period of two years. If your account becomes dormant, it will be subject to a dormant account fee in addition to any other applicable account fees. The Bank reserves the right to withhold any payment, withdrawal, or transfer from a dormant account until the Bank, to its sole and complete satisfaction, is able to reestablish contact with the owner of the dormant account. You agree to keep your account in active status.

Under applicable law, we may be required to turn over to appropriate state authorities any funds held in the account if, for at least five (5) years, the account has been “inactive” within the meaning thereof under Florida law. Prior to doing so, the Bank will mail a notice to your last known address. If you do not respond by the date set forth for response in the notice, we will forward the funds in the account to the appropriate state agency. You can retrieve the funds by contacting the appropriate state agency at the address set forth in the notice.

L. Power of Attorney. You may authorize another person to act on your behalf in transacting business in your account, but such authorization must be in writing and in a form acceptable to the Bank in its sole discretion. Without limiting the generality of the foregoing, the Bank, in its sole discretion, may or may not honor or accept a power of attorney sought to be used to open or close an account or to deposit or withdraw funds from an account or to supply endorsements on checks or any other items. A power of attorney may be terminated by operation of law (such as upon death).

M. Stop Payment. If required by applicable law, the Bank will require that all stop payment orders be received by the Bank in writing. If allowed by applicable law, the Bank may accept an oral stop payment order. However, any oral order accepted by the Bank will only be binding upon the Bank for fourteen (14) calendar days unless you confirm it in writing within that time. The Bank will not be required to honor an oral order beyond that time period if you do not confirm it in writing. A stop payment order accepted by the Bank will be posted to the account in question after the close of the Bank’s regular banking day; however, no stop payment order received after 2:00 p.m., E.S.T., will be posted until the Bank’s next regular banking day. Any and all stop payment orders will be effective for only six (6) months unless renewed in writing. The stop payment order must include the date check number, check date, name of payee, the exact amount of the check, your account number, and nature of the instruction. Our liability for carrying out stop payment orders is limited to that required by law. We will not stop payment on any check, unless the stop payment order is submitted to the Bank at least two business days before the check is presented to the Bank for payment. By requesting a stop payment, you agree to the following:

- (i) to reimburse us for any loss that results from nonpayment of the check or payment order;
- (ii) to cancel the stop payment promptly and in writing if the check or payment order is destroyed or otherwise taken out of circulation;
- (iii) to notify us in writing before you issue a replacement for the check or payment order; and
- (iv) to write on the face of any such new check the word “Replacement” and a number and date different from that of the original.

The Client agrees not to hold the Bank responsible if the original item is paid or a replacement item is dishonored because of misidentification so long as the Bank has followed its usual procedures for handling a stop payment order.

The Client agrees that the Bank will not accept a stop payment order for a certified check until 90 days have expired from the date of certification and then only if the Client completes an affidavit and indemnity agreement to the effect that the check was lost, stolen, or cannot be found.

N. Extraneous Information. The Bank may, in its discretion, disregard any information on a check presented for payment on your account other than the signature(s) of the drawers, the identification of the drawee bank, the

payee, the amount, the date and the information which appears in the MICR line. The Client agrees to be liable for any damages suffered by the Bank as a result of any other information written on the face or back of any check.

O. Insufficient Funds. If there are insufficient funds in your account or if sufficient funds are not available for withdrawal when an item is presented for payment, the Bank may, but is not required to, pay the item and create an overdraft without prior notice to you. You agree to deposit sufficient funds to cover the overdraft as soon as practicable after the Bank gives you notice of the overdraft. You understand that a service charge will be incurred under such circumstances whether the Bank pays the item or dishonors it, and that the Bank reserves the right to charge interest at the maximum lawful rate on any overdraft in any account until such overdraft is paid in full. In determining the balance in your account for purposes of ascertaining whether the payment of a particular check results in an overdraft, the Bank may review your account at any time between presentment of the check and midnight of the next business day following the banking day on which the Bank receives the check. If necessary in order to provide the Bank funds with which to pay an item presented for payment on an account of yours, or funds to cover an overdraft in an account of yours (and interest on such overdraft), the Bank may, in its sole discretion, transfer funds from one account of yours to another account of yours, whether either of such accounts be a joint or single individual account and whether either be a demand deposit, an interest-bearing transaction account, or a time deposit account.

P. Statements. At the end of any month in which there is activity in your account, you will receive a statement itemizing all activity in your account. The Bank will also send you Time Deposit Confirmations ("Confirmations"). If you believe that your statement or Confirmation contains an error or discrepancy, then you must notify us in writing within thirty (30) days of the date of the statement or Confirmation containing the error or discrepancy; otherwise, you will be deemed to have agreed to the correctness of the statement or the Confirmation. Except for the errors, omissions, or inaccurate entries as to which you have given us such notice, and except for forged or unauthorized endorsements, you agree that each Confirmation is accurate, and that each statement accurately sets forth all of the transactions in your account during the month covered by such statement. If you fail to notify us in writing within (i) 30 days after the date of the statement which sets forth the payment that we have paid an instrument that had been altered or that bears a forged or unauthorized signature or (ii) 180 days after the date of the statement which sets forth the payment that we have paid an instrument bearing a forged or unauthorized endorsement, you will have waived all claims that you may have against us for such payment. Your statements will be sent to your last known address or to such other address as you may designate in writing to the Bank; however, if any statement is returned undelivered, the Bank may stop sending you statements until you rectify the address, and your account may be assessed a service charge for the handling and storage of any returned statement. If you have requested the Bank's "Hold Mail" service, you are not relieved of your obligation to review your statements by reason of the fact that your statements have been placed on "Hold Mail" in accordance with Section 11 of this Agreement. In those situations, each statement will be deemed to have been made available to and received by you on the date shown on the statement. Should any statement not be received by you in timely fashion, you shall notify the Bank thereof as soon as possible and in no event later than 10 days after such statement would ordinarily be received by you (or received by your attorney-in-fact or held for you pursuant to a "Hold Mail" arrangement under Section 11).

Q. Check Ordering and Charges. When you receive your personalized checks, a reorder form will be included for ordering additional checks. You should ensure that you order checks well in advance of your current supply's running out, since the Bank will not provide counter checks (which are checks available to depositors at the premises of the Bank in case the depositor has run out of checks or if there are no more checks available). The amount charged for printing personalized checks depends on the design you choose. The check printing charge will be deducted from your account balance at the time the order is processed. A confirmation receipt forwarded with the checkbooks must be duly signed and returned to the Bank.

The Bank will also arrange for the printing of all deposit slips, stop-payment requests, and other forms necessary for the operation of your account, and the Bank will not accept any other forms in connection with the operation of your account (unless the Bank, in its sole discretion, has previously agreed with you in writing to do so).

R. Additional Provisions Relating to Checks and Deposits. The Bank, at its sole discretion, can choose the method

of obtaining payment on your deposits and may use other banks in the process. The Bank is not responsible for actions taken by other banks, or for the loss or destruction of any checks, drafts or other instruments in the possession of the other bank or in transit. The Bank shall not be liable for any errors, negligence, default, misconduct or insolvency on the part of any agent selected by the Bank, or any sub-agent selected by such agent, any such agent or sub-agent being deemed an agent of the Client. In collecting any check or similar items, the Bank and any collecting agent may accept the drafts or credits of any bank, drawee, acceptor, or pay or in lieu of cash. If payment of any check or similar item would exceed the credit balance on any account of yours or exceed any authorized overdraft limit, the Bank may, in its sole discretion, make such payment only up to the amount of such credit balance or overdraft limit. The Bank is under no obligation to honor any restrictive legend on any check signed, accepted, or endorsed by you. You shall at all times exercise due care to prevent checkbooks or blank checks of yours from coming into the possession of unauthorized persons and to prevent any instruction, check or similar item from being altered, lost, or forged. You shall immediately report to the Bank in writing, by telefax or rapid mail, the theft, loss, or alteration of any check or checkbook.

S. Electronic Communications. If you elect (in the Account Application) to authorize the Bank to act upon electronic communications, then this Section 10.S shall apply to any communications (other than instructions regarding the types of wire transfers governed by Section 15 of this Agreement) which are transmitted by telephone, telex, facsimile, electronic mail, or other electronic means to the Bank by you or by any person representing himself to be any of you or to be an authorized representative of yours (all such communications to which this Section applies being referred to as “Electronic Communications”), including without limitation any such communications regarding deposits or regarding transfers or withdrawals of funds, securities, or other assets to or from any of your accounts, as well as instructions requesting the issuance of letters of credit (or amending, or waiving discrepancies under, letters of credit) and instructions requesting loans or concerning the purchase or sale of foreign exchange, certificates of deposit, securities, or other assets. Notwithstanding any other provisions of this Agreement, of the Account Application, or of any related agreements or documents, the Bank may elect, in its sole and absolute discretion and on a case-by-case basis, to comply or refuse to comply with any instruction or request of yours that is governed by this Section 10.S. Furthermore, if the Bank so elects, in its sole and absolute discretion and on a case-by-case basis, it may, rather than simply refusing to comply with an Electronic Communication: (i) comply therewith in part only; (ii) delay in complying therewith (in whole or in part) until additional information is received by the Bank; or (iii) take such other action as, in the Bank’s sole judgment, may be advisable to give effect or attempt to give effect to such Electronic Communication as the Bank understands it. Notwithstanding any oral acceptance of any Electronic Communication by any officer, employee, or agent of the Bank, the Bank may, for any reason or without cause, elect to reject any such Electronic Communication in whole or in part. The Bank is hereby authorized and directed by you to respond to any inquiry made by Electronic Communication relating to the status of any account of yours. The authorizations and any restrictions contained in this Section shall continue in effect until the Bank receives, and has the opportunity and sufficient time to act upon, written notice of your decision no longer to transmit any Electronic Communications to the Bank. The Bank may, in its discretion, require additional documentation from corporations, partnerships, and any other organizations electing to be subject to this Section. You hereby acknowledge that, if the Bank elects to act upon an Electronic Communication, the Bank does so as an accommodation to you. Therefore, the Bank may elect to accept an Electronic Communication or purported Electronic Communication that it believes to be genuine, and the Bank shall in no event whatsoever have any liability to any owner or to any third parties as a result thereof; and each owner hereby agrees to indemnify the Bank and its directors, officers, employees, attorneys, and agents with respect to all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including any attorneys’ fees, whether incurred at trial, on appeal, or without litigation) which may result from any actions at any time taken in response to any purported Electronic Communications, whether or not such purported Electronic Communications are genuine and whether or not authorized by you.

T. Transmission of Account Information by Electronic Mail. From time to time we may, at your request and in our discretion, send account statements and other information and records regarding your accounts (collectively, “Account Records”) to you by electronic mail. If we do so, it will be solely as an accommodation to you and with no responsibility on our part and with no warranties of any kind, express or implied. In this connection, you acknowledge that the Internet is inherently insecure, that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others, and that we thus cannot and do not give any

assurances regarding the security of Account Records sent to you by electronic mail. Further, you agree that the Bank shall not have any liability to you or to any third party for damages of any kind arising from the transmission of Account Records to you by electronic mail, and you release us from and shall, upon demand, indemnify us against all such liability. Any time you request us to send Account Records to you by electronic mail, you will be deemed to have thereby confirmed and ratified the provisions of this paragraph.

11. HOLD MAIL SERVICE.

The Client may specifically request this service by completing the appropriate section of the Account Application at the time an account is established. The Bank then will open and handle any "mail" concerning your account (including statements of account, cancelled checks, and other notices as well as letters, parcels, and/or other written correspondence). In such event, the Bank will continue to hold your mail for a period of up to one

(1) year, after which it will be destroyed. Notwithstanding the foregoing, the Bank may, in its sole discretion, forward mail to you, at the "Mailing Address" specified in the Contact Information section of your Account Application, under any circumstances deemed by the Bank to be special or urgent circumstances. The Client agrees to pay the fee which the Bank may charge for this hold mail service in accordance with the Bank's Fee Schedule. Each item of mail held by the Bank at the Client's request shall be deemed to have been made available to and received by the Client as of the date of the item. If your account with the Bank is closed, you shall have 60 days from the date of closing to instruct the Bank in writing as to how to make your mail available to you, and if you fail to do so and/or to retrieve your mail, the Bank is hereby authorized, at its sole discretion, to forward such mail to you at the "Mailing Address" specified in the Contact Information section of your Account Application or to destroy such mail. You hereby agree not to seek to hold the Bank liable for, and you further agree to indemnify and to hold harmless the Bank and its officers, directors, employees, agents, and affiliates against and from, any and all claims, losses, damages, fines, penalties, expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal or without litigation), and other liabilities that may at any time or times result from or relate to this hold mail service.

12. BILL PAYMENT SERVICE.

This service is available for all accounts except time deposit accounts. The Client may request this service by checking the appropriate box in the Account Application at the time an account is established or by making a specific written request at any time thereafter. The Bank then will pay, from time to time, bills that you specify to us in an acceptable written form and will debit your account for the amount of each such bill that the Bank pays on your behalf. The Bank will also debit your account for the applicable service charge which is then in effect, and which the Bank may change from time to time. You understand that in performing this service the Bank may make the bill payments by check or funds transfer (which may be through an automated clearing house), that the Bank will be acting as your agent in making such payments on your behalf, and that all such payments will be subject to applicable Florida and federal law and to all applicable rules and operating procedures. You agree that the Bank shall have no obligation to review invoices, make inquiries, or take any other action for the purpose of determining independently the amount of a required payment, the name or address of a payee, or any other information relating to a requested bill payment. Without limiting the generality of the foregoing, in the event you wish us to make future payments in amounts that are not now known (e.g., you wish us to pay a property tax bill each year), a written request must be made at the time the amount required to be paid (and all other relevant information) is known. You also agree that the Bank is under no obligation to comply with your bill payment instructions if the designated account does not have sufficient funds available at the time of requested payment. If there are insufficient funds available in your designated account on the date a payment is requested, we will be under no obligation to attempt to complete the payment on subsequent business days. Generally, payments will be processed on the date specified in your bill payment instructions.

If, however, you specify a date which falls on a Saturday, Sunday, or holiday, the payment will not be processed until the next business day. You must allow sufficient time for your payment to reach its destination. The Bank will not be liable for any errors or delays in processing or making any such payment (including postal delays and processing delays by the payee), except errors or delays caused by the Bank's gross negligence, or for the Bank's inability to make any payment due to circumstances beyond the Bank's control or if there are insufficient funds in

your account with which to make the payment. Your authorization will remain in effect until the Bank receives written notice of cancellation. You hereby agree that, in the absence of the Bank's gross negligence, you will indemnify (and hold harmless) the Bank and its officers, directors, employees, agents, and affiliates against and from any and all losses, damages, fines, penalties, expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal, or without litigation), and other liabilities that may at any time or times result from or relate to this service.

13. NON-TRANSFERABILITY OF ACCOUNTS; ASSIGNMENT.

You cannot transfer legal or beneficial ownership of an account without our consent except as a result of death, bankruptcy, divorce, marriage, incompetency, or judicial attachments. No transfer or assignment of an account shall be valid unless notice of the assignment has been given to the Bank in written form satisfactory to the Bank, and then only after the Bank has given written approval and has had reasonable time to record the transfer or assignment on its books and records. In general, it is not the policy of the Bank to allow transfers or assignments of accounts.

14. LIMITATION OF LIABILITY; FORCE MAJEURE; EXCULPATION AND INDEMNIFICATION.

Should the Bank be served or receive any process, summons, subpoena, order, injunction, execution, garnishment, levy, lien, or other legal process relating to (or appearing to relate to) the account (hereinafter called "Process"), the Bank may follow (and may rely absolutely on) the advice of its legal counsel as to the appropriate response to such Process, and will have no responsibility or liability for following such advice, even if such advice shall turn out to have been incorrect. The Bank may charge to any account of the Client (whether or not it is the same account with respect to which the Process relates) any expense, including reasonable attorneys' fees, incurred by the Bank in responding to any Process in relation to any account of the Client at the Bank, and the Client shall be liable for the payment of such expense. Accordingly, in the event of any such Process, the Bank may, in its sole discretion, freeze all or a portion of each account of the Client to cover the Bank's expected expenses, in which case the Bank may, without any liability whatsoever, return checks drawn on the account(s) or otherwise refuse to honor any withdrawal therefrom.

In the event of any dispute relating to any account of yours (whether initiated or threatened by you, by the Bank or by any third party), or in the event the Bank receives conflicting instructions, claims, or demands relating to such account, the Bank may take any action which it or its legal counsel considers advisable, including without limitation "blocking," "freezing," or impounding any funds in such account, placing such funds in a suspense account, or interpleading such funds; and all resulting costs and expenses of the Bank, including without limitation any attorneys' fees (and attorneys' expenses) incurred at trial, on appeal, or without litigation, shall be reimbursed by you to the Bank upon its demand (and you hereby authorize the Bank to debit any or all of your accounts in such amounts).

The Bank shall not be liable to you for any failure, delay, omission, interruption or error with respect to the Bank's performance of any of its obligations under this Agreement or under any related Account Application, if the same results from any cause beyond the Bank's control, including without limitation power failures, equipment malfunctions, suspensions of payment by other financial institutions, labor disputes, bank moratoriums, currency restrictions, trading suspensions, acts of God, wars, acts of terrorism, civil commotions, legal compulsion, negligence of other financial institutions, and any other actions or restrictions of any governmental, supervisory, or monetary authorities or other third parties.

The Bank and its directors, officers, employees, attorneys, and agents (each of the foregoing, including the Bank, being an "Exculpated Party") shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to this Agreement, or the presentation, payment, or dishonor of any item drawn on any account of yours, or the acceptance of any item for deposit in any such account, or any Process relating to (or appearing to relate to) any such account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of such Exculpated Party). In addition,

the Bank and its directors, officers, employees, attorneys, and agents (each of the foregoing, including the Bank, being an "Indemnified Party") shall at all times be indemnified, reimbursed, and held harmless by you (and, at the request of the Bank, be defended by you) from and against any and all claims, demands, causes of action, liabilities, losses, damages, costs, and expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal, or without litigation) which may at any time or times be imposed upon, incurred, or suffered by, or asserted against, such Indemnified Party in connection with any acts, omissions, or circumstances arising out of or relating to this Agreement, or any breach of this Agreement by you, or the presentation, payment, or dishonor of any item drawn on any account of yours, or the acceptance of any item for deposit in any such account, or any Process relating to (or appearing to relate to) any such account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Indemnified Party).

15. CONDITIONS APPLICABLE TO WIRE TRANSFERS.

The provisions of this Section 15 shall govern the disbursement of funds by wire transfer from the Client's account to other accounts owned by the Client or by third parties, if (and only if) such wire transfers are governed by Article 4A of the Uniform Commercial Code, i.e., if such transfers are made using Fedwire (or a similar system such as CHIPS, SWIFT, or a funds transfer or communication system involving transfers on the books of correspondent banks); this Section 15 shall also govern the receipt of funds by any such wire transfer into the Client's account. The provisions of this Section 15 shall not apply to wire transfers initiated through the Bank's online banking system, such transfers being governed instead by the Online Banking Services Agreement section of this Agreement.

A. Definitions. In addition to terms defined elsewhere in this Agreement, the following terms used in this Section 15 shall have the meanings indicated:

- (i) "Payment Order" means an instruction to a bank from a sender (which might itself be a bank), which instructs the bank receiving the Payment Order to pay, or to cause another bank to pay, a specified amount of money to a specified beneficiary (the "Beneficiary"), provided that: (a) the instruction does not impose any condition on the payment to the Beneficiary except as to the time of payment; (b) the bank receiving the instruction is to be reimbursed by the sender of the instruction (often by debiting an account of the sender maintained at such receiving bank); and (c) the instruction is transmitted by the sender to such receiving bank directly, or through an agent, or through Fedwire or a similar funds transfer or communication system.
- (ii) "Transfer" means any transfer of funds by the Bank pursuant to a Payment Order, whether by wire, book entry, or other means.
- (iii) "Order" means any Payment Order or any communication relating to, amending, or canceling any Payment Order.
- (iv) "Execution" means the issuance by the Bank of a Payment Order intended to carry out the Payment Order received by the Bank.

In addition, unless the context otherwise requires, terms used in this Section 15 shall have the meanings set forth in Article 4A of the Uniform Commercial Code, as in effect from time to time in the State of Florida.

B. Authorization.

(i) Authorized Transfer by Bank. The Client authorizes the Bank to execute a Payment Order received by the Bank in accordance with the terms and conditions contained in this Agreement by making a Transfer from the account to the account of the Beneficiary. If a Payment Order received by the Bank does not specifically designate any particular account of the Client which is to serve as the source of payment of the Payment Order, then any account of the Client may serve as the source for the payment, provided that payment of a Payment Order from that account is not inconsistent with a restriction on the use of the account.

(ii) **No Conditional Transfer.** No Payment Order shall contain, and the Bank shall have no duty or obligation to execute any Payment Order that contains, any condition to its execution except that the Client may specify the date of payment.

C. Overdrafts. The Bank may, but shall not be required to, execute a Payment Order if such execution would cause an overdraft in an account of the Client.

D. Foreign Currency. Should the Bank accept a Payment Order in a currency other than U.S. dollars, the Bank shall proceed to debit the account for the U.S. dollar equivalent of the amount of foreign currency to be paid at the Bank's prevailing rate of exchange. The Client further agrees that the actual execution of the Payment Order may be reasonably delayed by the Bank, as appropriate, in order to complete the conversion of currency, and the Bank shall not be liable to the Client or any other party for any costs, expense, interest or claims arising from such delays, including any interest on amounts to be transferred pursuant to such Payment Order.

E. Security Procedure.

- (i) The Parties shall comply with the security procedure selected on the Account Application (the "Security Procedure").
- (ii) The use of the Security Procedure is hereby accepted and authorized by the Client and, unless any additional security procedures or special procedures are required by the Client and specified in a writing that is signed by the Bank and attached to and made a part of this Agreement, the use of the Security Procedure in the manner set forth in this Section 15 shall be the sole security procedure required with respect to any Order, and the Client acknowledges and agrees that (a) no special circumstances exist with respect to the Client that would require any other security procedure and the Security Procedure is sufficient to protect the Client's interests in light of the Client's needs, and (b) the Security Procedure is a method of providing security against unauthorized Orders that is commercially reasonable under the circumstances of the Client and in light of the size, type, frequency, and volume of Transfers the Client contemplates making.
- (iii) The Bank may execute any Payment Order and act on any other instruction relating to the Payment Order and the Payment Order or instruction shall be effective as the Client's Order, whether or not authorized by the Client and regardless of the actual identity of the transmitter thereof, provided that the Bank accepts the Payment Order or instruction in good faith and in compliance with the Security Procedure.
- (iv) The Client shall preserve the security and confidentiality of the Security Procedure, and shall promptly notify the Bank of any compromise of the integrity of the Security Procedure.
- (v) The Client acknowledges that the sole purpose of the Security Procedure is to determine the authenticity of Orders, and not to determine their accuracy. The Client is solely responsible for any duplication of Payment Orders and for the accuracy of the content of Orders and their transmission to the Bank.

F. Record of Telephonic or Other Instructions and Communications.

- (i) The Bank may (but is not required to) record, electronically or otherwise, any communications, instructions, and other discussions between the Client and the Bank that relate to the issue of past, present, or future wire transfers affecting the account. The Client gives his/her/its prior consent to these recordings, and it is the parties' intent that this prior consent be the prior consent to such recording, if any, required under applicable state law.
- (ii) The Bank may retain these records for as long as it deems appropriate and may destroy them at any time in its sole discretion. We may disclose the contents of such records at such times, to such persons, and for such purposes as we deem appropriate in our sole discretion.
- (iii) The decision to record any telephone conversation shall be solely within the Bank's discretion, and the Bank has no liability whatsoever for failing to do so.

G. Acceptance or Rejection. The Bank does not have any duty to accept an Order or, before such acceptance, to take any action or refrain from taking any action with respect to any Order. The Bank may reject an Order or refuse to execute an Order without liability by transmitting a notice of rejection to the Client either orally, electronically or in writing before executing the Order.

H. Specific Funds Transfer System or Intermediary Bank.

- (i) The Client may designate in a Payment Order the particular electronic funds transfer system and the intermediary banks, if any, to be used by the Bank in connection with the Transfer.
- (ii) If the Client does not so designate, the Bank will choose in its discretion the electronic funds transfer system and intermediary bank, if necessary, to complete the Transfer.
- (iii) Notwithstanding subparagraph (i), the Bank may use any electronic funds transfer system selected by it to execute the Payment Order without prior notification to the Client if the Bank, in good faith, determines that it is not feasible to follow the Client's instruction or that following the Client's instruction would unduly delay completion of the Transfer.

I. Identification of Beneficiary/Beneficiary's Bank.

- (i) If a Payment Order identifies the Beneficiary by an identifying number or bank account number, the Bank may rely on such number as the proper identification of the Beneficiary of the Payment Order, even if the number does not in fact correspond to the person named in, and intended to be the beneficiary of, the Payment Order.
The Client acknowledges that under these circumstances (i) the Beneficiary's bank may pay the Payment Order on the basis of the erroneous number transmitted by the Client to the Bank even if the number identifies a person different from the named Beneficiary, and (ii) if payment is in fact made by the Beneficiary's bank, the Client will be obligated to pay the amount of the Payment Order.
- (ii) Likewise, the Bank may rely on the identifying number of any intermediary or Beneficiary's bank which appears in a Payment Order, even if the number identifies a bank different from the one identified by name in such Payment Order. The Client acknowledges that under these circumstances (i) the Bank and any subsequent bank may rely on the number as the proper identification of the intermediary or Beneficiary's bank, and (ii) the Client will be obligated to reimburse the Bank or other subsequent bank for any loss and expenses incurred by it as a result of its reliance on the number in executing or attempting to execute the Payment Order.

J. Notifications/Client's Duty to Report Discrepancies. The Bank shall mail or deliver to the Client, at the most recent address of the Client reflected in the Bank's records or at such other place as the Client may hereafter designate in writing to the Bank, a confirmation or periodic statement stating the date and amount of each Transfer and the bank account to which the Transfer was made. The Client shall examine such notification and advise the Bank within a reasonable period of time, not to exceed thirty (30) calendar days after the Client receives the confirmation or statement, whichever is received first, of any unauthorized, duplicate, erroneous, or erroneously executed Payment Order. The Client's failure to timely notify the Bank discharges the Bank of any obligation to pay the Client interest on any principal amount to be refunded to the Client. The Client's failure to notify the Bank of any claim for an unauthorized Payment Order or an erroneously executed Payment Order within ninety (90) calendar days of the Client's receipt of notification reasonably identifying the Payment Order discharges the Bank of any obligation to refund the principal amount of such Payment Order.

The Bank will, upon request, provide the Client with such additional information with respect to any Order as the Client may reasonably request. The Client acknowledges that if the Bank provides hold mail service to the Client, the Client shall be deemed to have received, for purposes of this Section 15 and for all other purposes, statements, confirmations or other notices when such statements, confirmations or notices are made available to the Client at the Bank's office.

K. Amendment or Cancellation of Payment Order.

- (i) Subject to the provisions of this paragraph, the Client may amend or cancel a Payment Order. The Parties shall comply with the Security Procedure with respect to any communication canceling or amending a Payment Order. A communication canceling or amending a Payment Order which does not comply with the Security Procedure shall not be effective.
- (ii) A communication by the Client canceling or amending a Payment Order shall not be effective unless the Bank receives it at a time and in a manner affording the Bank a reasonable opportunity to act on the communication before the Bank accepts the Payment Order.
- (iii) If the Bank amends or cancels a Payment Order at the request of the Client, either before or after the Bank accepts the Payment Order, the Bank shall not be liable for, and the Client shall indemnify and hold the Bank harmless from all losses, fines, penalties, settlements, claims, expenses (including attorneys' fees), costs or other liabilities incurred by the Bank or for which the Bank is or may be held liable as a result of the cancellation or amendment. The Client shall be bound by any amendment or cancellation of a Payment Order to the same extent that it would have been bound by the transmittal of a Payment Order pursuant to this Agreement.

L. Limitation of Liability/Duty to Cooperate.

- (i) The Bank shall not be obligated to accept, and shall not be liable for failing to accept, any Payment Order. The Bank shall not be liable for any failures, delays, errors, claims, or damages in the execution or effectuation of any transfer occasioned by the fault or negligence of any other bank or party, nor shall the Bank be liable for any other cause beyond the control of the Bank.
- (ii) THE BANK SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, SPECIAL, INDIRECT, PUNITIVE, OR EXEMPLARY DAMAGES OR LOSSES THAT THE CLIENT MAY INCUR OR SUFFER BY REASON OF THE BANK'S ACTIONS OR INACTION CONCERNING A WIRE TRANSFER.
- (iii) (iii) The Client acknowledges that the Bank is subject to various laws and governmental regulations and agrees that the Bank shall be excused from any performance hereunder that would conflict or be inconsistent with such laws and regulations.
- (iv) The Bank shall not be responsible for any losses or damages resulting from its inability to complete a Transfer or Payment Order requested by the Client due to acts of God, fire, storms, floods, actions of any governmental authority, mechanical, computer, telecommunications or electrical failures, equipment malfunctions, war, civil insurrections or unrest, urban or other guerrilla or terrorist activities, riots, strikes, lock-outs, boycotts, blockades, or any other similar circumstances.
- (v) The Client confirms to the Bank that neither the provisions of this Section 15 nor any transaction contemplated hereunder will violate any currency exchange control regulations or any other legal restrictions applicable to the Client.
- (vi) The Client shall execute any documents and perform any acts reasonably requested by the Bank in order to assist in recovering funds from or in any other transaction with any third party or third parties.

M. Other Terms and Conditions/Cut-Off Times. All Payment Orders or other Orders and Transfers are subject to the Bank's rules and regulations in effect from time to time governing the Client's accounts at the Bank. The Bank may from time to time establish "funds transfer business days," which shall be the days during which the Bank is open for receipt, processing, and transmittal of Payment Orders, and may from time to time impose cut-off times for such funds transfer business days. Any Orders received after such a cut-off time shall be deemed to be received on the following funds transfer business day. The Bank's current cut-off time for funds transfer business days is 2:00 p.m. The Bank may change the cut-off time at any time without prior notice.

N. Bank's Receipt of Payment Orders for Client. All credits of Payment Orders to the Client's account will, to the extent permitted by law, be conditioned on the Bank's irrevocable receipt of the corresponding funds from the sender of the Payment Order.

O. Attorneys' Fees. In connection with any litigation arising out of or in connection with this Section 15, the prevailing party shall be entitled to recover its reasonable attorneys' fees from the losing party. For this purpose, "attorneys' fees" shall be deemed to include attorneys' and paralegals' fees and disbursements, whether suit be brought or not, and shall include such fees incurred in any investigative, regulatory, bankruptcy, insolvency, original, and appellate proceedings.

16. SOURCE OF FUNDS; COMPLIANCE WITH LAW.

The Client understands and acknowledges that the Bank is required under applicable law and its own policies and procedures to take steps to combat the use of the Bank's products, services, and facilities in furtherance of money laundering, terrorism, and other illegal activities. The Client represents, warrants, and covenants that all funds now or hereafter deposited in the account shall have a lawful source, and that the Client shall not conduct or initiate any transaction in or through the account or the Bank that is unlawful under the laws of the United States, the State of Florida, or any other jurisdiction the laws of which are applicable to such transaction. In the event that the Bank discovers or receives from a third party information indicating that the source of funds in the account or a transaction conducted by the Client in or through the account or the Bank may be unlawful, the Bank may, in its sole discretion, freeze the account until the matter is clarified to the Bank's satisfaction and take any other action permitted by applicable law.

17. COMPLETE UNDERSTANDING; CONSTRUCTION OF AGREEMENT.

This Agreement and any related Account Application constitute the complete understanding and agreement between the Parties on the matters set forth herein and therein, and shall supersede all prior or contemporaneous agreements or understandings on such matters. If any terms or provisions of this Agreement are declared invalid, illegal, or unenforceable by any court of competent jurisdiction, the validity, legality, or enforceability of the remaining terms and provisions of this Agreement shall in no way be affected or impaired thereby. No ambiguity in any provision of this Agreement shall be construed against the Bank by reason of the fact that the Bank or its legal counsel drafted such provision. The use of captions in this Agreement is for convenience only; no caption is part of this Agreement or shall affect the meaning or construction of this Agreement.

18. BANK'S RIGHT OF WAIVER.

The Bank may, without prejudice to it in any respect, waive any of the terms and provisions of this Agreement in any specific instance, but any such waiver shall apply to such instance only.

19. WAIVER OF SOVEREIGN IMMUNITY.

To the extent that any of you has or may at any time acquire any immunity from the jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution, or otherwise) with respect to yourself or your property, you hereby irrevocably waive such immunity in respect of your obligations under this Agreement and, without limiting the generality of the foregoing, agree that such immunity is hereby waived to the fullest extent permitted under the Foreign Sovereign Immunities Act of 1976 of the United States of America, as amended, and that the waivers set forth in this provision are intended to be irrevocable for purposes of such Act.

20. BINDING AGREEMENT; RESTRICTION ON ASSIGNABILITY.

This Agreement shall be binding upon your heirs, legal representatives, successors, and assigns. Notwithstanding the foregoing, your rights and obligations under this Agreement shall not be assignable by you without the prior

written consent of the Bank, and any purported assignment of the same without such prior written consent shall be null and void.

21. GOVERNING LAW; JURISDICTION; DISCLOSURES.

In addition to this Agreement, your account is governed by the laws of the State of Florida and any other federal, state, and local laws that apply to the account, whether they exist already or are enacted in the future. In the absence of a specific law, rule, or regulation governing any issue with respect to your account, the issue will be governed by the Bank's usual banking practices and/or policies.

You agree that all legal proceedings relating to the account shall be brought before the state or federal courts sitting in Miami-Dade County, Florida, which you agree shall have exclusive jurisdiction over this Agreement and any other agreements you have with the Bank or any dispute arising thereunder, and you hereby irrevocably submit to the jurisdiction of any such court with respect to all such proceedings and disputes. In any such proceeding, service of any legal process may be made upon you by mailing such process to (or delivering such process at) such address as you may have designated to the Bank in writing or such other address as may appear in the Bank's records as your last known address. Alternatively, in any such proceeding in any such court, service of any legal process may be made upon you (regardless of any other appointment by you of any other process agent) by mailing or delivery of such process to you in care of CT Corporation System (the "Process Agent") at 1200 S. Pine Island Road, Plantation, Florida 33324 (the Process Agent hereby being irrevocably authorized and directed by you to accept such service on your behalf); and you hereby agree that such service upon the Process Agent shall constitute good and effective service upon you for all purposes. Nothing herein shall limit the right of the Bank to effect service of process upon you in any other manner permitted by law. Furthermore, you hereby irrevocably waive, to the fullest extent permitted by law, any claim that any such proceeding in any such court has been brought in an inconvenient forum. You also hereby irrevocably agree that a final judgment in connection with any such proceeding in any such court shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any other manner. However, nothing herein shall preclude or in any way limit the right of the Bank to sue you or take any action against you in any tribunal, wherever located, having jurisdiction over you or over any of your assets.

The Bank shall be at liberty, notwithstanding any direction from the Client, to make disclosures to any of the Bank's affiliates concerning the Client and his, her, or its affairs or any entity represented by the Client and its affairs. In addition, the Bank may disclose information to any third party concerning the Client and his, her, or its affairs or any entity represented by the Client and its affairs if, in the opinion of the Bank or its legal counsel (which shall be conclusive), disclosure is required.

22. WAIVER OF PROTEST.

You agree to waive protest and notice of protest of checks deposited in your account.

23. WAIVER OF JURY TRIAL AND COUNTERCLAIMS.

IN ANY LEGAL ACTION BETWEEN THE PARTIES ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED HEREIN, THE CLIENT AND THE BANK EACH WAIVE THEIR RIGHTS TO A TRIAL BY JURY AND TO ASSERT UNRELATED NONCOMPULSORY OR NONMANDATORY COUNTERCLAIMS. FURTHERMORE, EACH OF THEM HEREBY CERTIFIES THAT THE FOREGOING JURY WAIVER IS A MATERIAL INDUCEMENT TO THE BANK TO ENTER INTO THIS AGREEMENT, AND EACH OF THEM CERTIFIES THAT NO REPRESENTATIVE OF THE OTHER HAS REPRESENTED (EXPRESSLY OR OTHERWISE) THAT THE OTHER WOULD NOT OR MIGHT NOT ENFORCE THIS JURY WAIVER.

24. OTHER LANGUAGE.

Any version of this Agreement in a language other than the English language is only supplied for the Client's convenience and shall have no legal force or effect and no effect on the interpretation of the provisions of the

Agreement.

25. DISCLOSURE OF ACCOUNT TERMS

A. NOW Account

- (i) **Fee Schedule:** Refer to the Fee Schedule for a description of the fees that may be assessed against your account.
- (ii) **Rate Information:** Refer to the Fee Schedule for the interest rate and annual percentage yield applicable to your account. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate for your account at any time.
- (iii) **Minimum Balance Requirements:** Refer to the Fee Schedule for the minimum deposit required to open a NOW account and the fees that may be assessed against your account if the collected balance in your account falls below the minimum required amount on any day of the month. If your account balance falls below the minimum required amount, we may also convert the account to a non interest bearing DDA account. We may change the minimum required balance amount at any time.
- (iv) **Balance Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- (v) **Compounding and Crediting:** Interest for your account will be compounded daily and credited to your account each monthly statement period. Accrued interest will not be paid if you close an account before the accrued interest has been credited.
- (vi) **Accrual of Interest on Deposits Other than Cash:** Interest begins to accrue on the business day you deposit non-cash items (for example, checks).

B. Money Market Account

- (i) **Fee Schedule:** Refer to the Fee Schedule for a description of the fees that may be assessed against your account.
- (ii) **Fee Information:** Refer to the Fee Schedule for the interest rate and annual percentage yield applicable to your account. Your interest rate and annual percentage yield may change. At our discretion, we may change the interest rate for your account at any time. Interest begins to accrue on the business day you deposit non-cash items (for example checks). Interest is compounded daily and credited to your account each monthly statement period. Accrued interest will not be paid if you close an account before the accrued interest has been credited.
- (iii) **Minimum Balance Requirements:** Refer to the Fee Schedule for the minimum deposit required to open a money market account. If the collected balance in your account falls below the minimum required amount on any day of the month, we will charge a fee as indicated in the Fee Schedule, and we may convert your account to a non interest bearing DDA account. We may change the minimum required balance amount at any time.
- (iv) **Balance Computation Method:** We use the daily balance method to calculate the interest on your account. This method applies a daily periodic rate to the principal in the account each day.
- (v) **Transaction Limitations:** The number of withdrawals you may make from a money market account by check or pre-authorized or automatic transfer is limited to a combined total of no more than six (6) per calendar month or statement cycle of at least four weeks as set forth in Section 6 Paragraph I - Money Market Accounts. If you exceed these limits, we will charge a fee as indicated in the Fee Schedule and there may be other consequences as described in the General Account Terms and Conditions.

C. Demand Deposit Account

- (i) **Fee Schedule:** Refer to the Fee Schedule for a description of the fees that may be assessed against your account.
- (ii) **Rate Information:** The funds in your account will not earn interest.
- (iii) **Minimum Balance Requirements:** Refer to the Fee Schedule for the minimum deposit required to open a demand deposit account and the fees that may be assessed against your account if the collected balance in your account falls below the minimum required amount on any day of the month. We may change the minimum balance requirement at any time.

D. Time Deposit

- (i) **Rate Information:** The Bank publishes the interest rates and annual percentage yields for time deposits on a daily basis. This information is available upon your request. The annual percentage yield assumes interest remains on deposit until maturity. Interest begins to accrue on the business day you deposit any non-cash item (for example, checks).
- (ii) **Minimum Balance Requirements:** Refer to the Fee Schedule for the minimum deposit required to open a time deposit. Different interest rates will apply based on the amount of the time deposit.
- (iii) **Balance Computation Method:** We use the daily balance method to calculate the interest on your time deposit. This method applies a daily periodic rate to the principal in the account each day. The daily rate generally is 1/365 of the interest rate, but it may be 1/360 of the interest rate in the case of deposits denominated in certain currencies other than U.S. dollars.
- (iv) **Transaction Limitations:** You may make withdrawals from or redeem a time deposit before its maturity date only if we, in our sole discretion, elect to permit any such withdrawal or redemption, and then only on such terms as we may designate and upon your payment of any early withdrawal penalty which we may impose as described below (which penalty may result in the reduction of the principal amount of such time deposit).
- (v) **Early Withdrawal Penalty:** Any withdrawal permitted prior to maturity will result in a penalty calculated as follows:

$$(L - \text{TDR}) \times \text{ND} \times \text{EWA} \div 36000$$

where

L = LIBOR (London Interbank Offered Rate) for the period from the date of the withdrawal to the maturity date (the "Remaining Period"), as determined by the Bank.

TDR = the interest rate applicable to the time deposit.

ND = the number of days in the Remaining Period.

EWA = the amount of the early withdrawal.

The minimum penalty is \$75 or the amount (if any) required under the Board of Governors of the Federal Reserve System's Regulation D, whichever is greater. In addition to the applicable penalty, early withdrawals will be subject to a pre-redemption administration charge as specified in the Fee Schedule.

- (vi) **Renewal Policy:** Unless we receive contrary instructions at least two business days prior to the

maturity date of a time deposit, if the deposit has a maturity of one year or less, or at least five business days prior to the maturity date if the time deposit has a maturity longer than one year, the time deposit shall be automatically and successively renewed, in each instance for a period equal to the previous term of the time deposit or for a period (and on such terms and conditions) as we may in our discretion consider appropriate under the circumstances. If you fail to notify us, we will add the interest to the principal balance of the account upon its renewal. We may notify you, at least ten (10) days before the maturity date of a time deposit, that such deposit will not be renewed.

DEPOSITS ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION

[The agreements that follow (to the extent they apply pursuant to the Account Application) are an integral part of the General Account Terms and Conditions]

CUSTODY SERVICES AGREEMENT

1. General

The terms and conditions set forth in this Custody Services Agreement apply, and the Client is bound by them, if the Client has requested the Bank to open a custody account (the "Account") by checking the box in Item VI (Custody Accounts) of the Account Application. Pursuant to such request, the Bank shall establish the Account in the Client's name to hold therein such cash, securities, and other property as may from time to time be delivered to and accepted by the Bank (the "Assets"). The Bank shall hold the Assets in the Account until it receives written instructions from the Client to do otherwise. The Bank is authorized, and hereby agrees, to follow all written instructions of the Client with respect to the disposition of any or all of the Assets and with respect to the investment of the proceeds of any such disposition.

2. Powers and Duties

The Bank shall:

- (a) Execute, as agent of the Client, such certificates as may from time to time be required by the United States Government in respect to payment of income on the Assets.
- (b) Receive payments of income on the Assets.
- (c) Receive payments of principal on the Assets and retain all amounts of principal so received without liability for interest until such amounts are invested or withdrawn in accordance with the Client's instructions.
- (d) Purchase, sell, exchange, hypothecate, or pledge the Assets in accordance with the Client's instructions.
- (e) Enter into any repurchase, reverse repurchase, swap, exchange, or other derivative transactions (including the writing of options) in accordance with the Client's instructions.
- (f) Furnish periodic statements of cash receipts and disbursements in accordance with the Client's instructions.
- (g) Furnish, upon the Client's written request, an annual statement of principal and income and a list of the Assets.
- (h) Credit all stock dividends to principal and notify the Client of all stock rights received.
- (i) Execute such proxies, consents, and waivers in respect of any securities held in the Account as the Bank, in its sole and absolute discretion, deems appropriate.
- (k) Deposit all dividends, interest, redemption proceeds, and other amounts received with respect to the Assets into the Client's checking account with the Bank or transfer them in accordance with the Client's instructions, subject to any applicable tax withholding requirements.

As to any transaction requested by the Client to be effected under this Section 2, the Client also authorizes the Bank in its discretion to enter into any such transaction either as the Client's agent or as principal (in which event the Client shall be the Bank's counterparty). The Bank's appointment and authorization as agent and/or the authorization for the Bank to act as principal will not be affected by the Client's disability, incapacity, or incompetency, and shall remain in full force and effect until such time as the Bank receives written notice of its rescission or, if earlier, the termination of this Agreement. The Bank may require the Client to execute such written purchase and/or sales orders and/or other documents as the Bank deems appropriate in its sole discretion in connection with such transactions.

3. Manner of Registration of Assets

The Bank may cause Assets (other than bearer securities) in the Account to be registered in its own name, in the name of its nominee(s), or in such form that title will pass by delivery; provided, however, that the Assets shall at all times be shown on the books of the Bank as the property of the Client.

4. Use of Depositories and other Intermediaries; Agents

The Bank may deposit, on a book-entry basis or otherwise, any securities or other Assets with any depository or clearing corporation, system, or institution, or with any correspondent Bank or sub-custodian selected by the Bank, or hold them directly. Such securities and other Assets may be merged and held in bulk in the name of the nominee(s) of such depository or clearing corporation, system, or institution, or correspondent bank or sub-custodian. The Bank shall have no liability for any act or omission or for the solvency of any such depository or clearing corporation, system, or institution, or correspondent bank or sub-custodian. All Assets to be held by the Bank abroad will be held at the Client's risk with one of the Bank's correspondents or in a central collective safekeeping account in accordance with applicable local law and regulation.

The Bank, when acting as agent or principal under this Agreement, whether directly or indirectly through any of its directors, officers, employees, agents, brokers, correspondents, depositories, custodians, delegates, dealers, employees, futures commission merchants, nominees, or representatives ("Agents"), is referred to herein as the "Bank." Any reference herein to the Bank making any decision, entering into any transaction, and/or taking or refraining from taking any action shall be understood to refer to the Bank doing so directly and/or through any of its Agents.

5. Execution of Purchases and Sales

In the absence of specific written instructions from the Client to the contrary, all purchases and sales of securities or other investments in or for the Account may be made from, to, or through such persons or firms as the Bank may deem advisable, including other offices and affiliates of the Bank. The Bank will provide to the Client, upon request, information concerning compensation arrangements and the other terms of any such purchases or sales involving other offices or affiliates of the Bank.

Each instruction by the Client to the Bank to effect any purchase for the Account shall also constitute (whether or not expressly stated) the Client's authorization and direction to the Bank: (i) at the Bank's discretion to debit any deposit account of the Client at the Bank (the "Bank Account") or to restrict it for the amount of the purchase and any sales load or fees at the time the Bank receives the Client's instruction to effect the purchase, (ii) to receive the Client's funds transferred from sources other than the Bank Account, (iii) to hold any amount debited or funds received in a segregated non-interest bearing account for the Client until such time as settlement for the purchase shall be required, and (iv) at the time such settlement is required, to transfer such amount from the Bank Account or such segregated account, as the case may be, by any means reasonably chosen by the Bank to effect any payment in connection with the purchase.

All transactions for the Account shall be conducted in United States dollars, unless otherwise agreed to by the Bank. The Client agrees, unless the Client notifies the Bank otherwise in writing, that in effecting any foreign exchange transaction in connection with executing any purchase or sale or otherwise complying with the Client's instructions relating to any transaction, the Bank (including any Agent) may act as counterparty, principal, underwriter, agent, broker, or in any other capacity, and may be compensated separately in each such capacity.

6. Bank's Duties Limited to Custody

The Bank shall be charged at all times, as custodian, with the protection and safekeeping of the Assets. Nothing in this Agreement is intended to constitute the Bank a trustee, investment manager, or investment advisor, and the Bank shall not have the liabilities or responsibilities of a trustee, investment manager, or investment advisor. All Assets held by the Bank under this Agreement shall be solely for the Client's risk and account.

7. General Policy Regarding Instructions

The Client understands and agrees that it is the Bank's general policy to require written, rather than verbal, instructions in connection with any purchase or sale of Assets or other transaction involving the Account. The Client also understands that all instructions involving the Account must be given to the Miami Branch, and may not be given to other offices or representatives, of Banco de Sabadell S.A.

8. Electronic Communications

Notwithstanding Section 7, the provisions of Section 10.S of the General Account Terms and Conditions shall apply to Electronic Communications involving the Account (including those that constitute, contain, or transmit instructions in connection with purchases or sales of Assets or other transactions) if the Client has checked the box in Item X (Electronic Communications) of the Account Application.

9. Termination; Death of Client

This Agreement may be terminated, and the Account closed, by either party upon thirty (30) days' written notice to the other. In the event of such termination, the Bank shall deliver the Assets to the Client only after the Client shall have executed and delivered to the Bank a receipt for such Assets and an acquittance of all obligations assumed by the Bank hereunder, and shall have paid to the Bank any balance owed to it.

Upon the death of the Client, or upon the death of the last surviving Client if there is more than one, the Bank shall transfer ownership of the Account in accordance with the General Account Terms and Conditions and upon the following additional terms and conditions:

- (i) The ownership of the Account will be transferred within a reasonable period of time after (A) the Bank has received adequate legal notice of the death of the last surviving Client and any additional documentation the Bank may deem appropriate in its sole discretion, (B) all fees and charges are paid, (C) all of the Client's obligations to the Bank have been satisfied in full, and (D) the Bank is assured, in its sole judgment, that there exists (1) no prior or conflicting claim, including without limitation any claim against the Account, the Client, or the Client's estate, and (2) no legal impediment to, and no risk to the Bank from effecting, such transfer.
- (ii) The Client understands that there could be estate tax liability in the United States if the Account has Holdings subject to such taxes on the date of death of a Client.**
- (iii) If the Client has pledged Holdings to the Bank as security for one or more loans, then, notwithstanding anything herein to the contrary, any transfer of the Holdings shall be subject to the provisions of any applicable security agreement and, in any event, shall be suspended until payment is made in full to the Bank.
- (iv) Each Client hereby expressly releases the Bank and agrees jointly and severally to indemnify, defend (upon the Bank's request) reimburse, and hold the Bank harmless from, and agrees that the Bank shall not have any loss on account of or liability for, any and all Claims arising by reason of the Bank's transfer of the Account as provided herein and/or from any claim to or against the Account or the Client's estate or against the Client.
- (v) The Bank makes no representation to the Client that the Account is not subject to the laws of jurisdictions other than the State of Florida.

10. Limitation of Bank's Liability and Indemnification

In the absence of fraud or gross negligence, neither the Bank nor any of its officers, agents or employees shall be liable for any loss or damage to the Account, for the performance of any of the investments made hereunder, for the tax consequences occasioned by the Bank's taking or refusing to take any action with respect to the Account, or for any act or omission to act hereunder. To the fullest extent permitted by applicable law, the Bank shall not be liable for any act or omission of any Agent of the Bank if the Bank used good faith and ordinary care in the selection of such Agent. The Client hereby agrees to keep the Bank indemnified against any and all losses, claims, costs, demands, proceedings, actions, expenses (including attorneys' fees), and other liabilities suffered or incurred by the Bank acting on behalf of the Client or with respect to the Account unless due to fraud or gross negligence on the part of the Bank. The Bank shall have no obligation to become involved in legal proceedings relating to the Account unless the Bank is indemnified to its satisfaction. The Client's obligations under this Section shall survive the termination of this Agreement and the Client's death or incapacity.

The Bank from time to time may provide the Client with information (such as prices, rates, and yields) and/or materials (such as explanatory memoranda, promotional materials, sales literature, prospectuses, and reports) applicable to any actual or prospective Holdings (as defined below) provided by sources available to the Bank (including any issuer or Agent). The Bank makes no representations or warranties whatsoever regarding the merits of such information or materials or of any matter contained therein and shall not be responsible for the accuracy or completeness thereof, and the Client agrees to look solely to such sources for responsibility regarding same.

11. Representations and Warranties

The Client represents and certifies to the Bank that the Client's citizenship (place of organization if the Client is a corporation or other entity), residency (place of principal place of business if the Client is a corporation or other entity), and address are as specified in the Account Application.

The Client represents and warrants that all the property from time to time delivered to the Bank for deposit in the Account, is or will be at the time of such delivery, owned by the Client free and clear of any charges, liens, or encumbrances of any kind.

The Client agrees to notify the Bank promptly of any inaccuracy or change in the information provided in or pursuant to this Section 11.

12. Applicable, Laws, Rules, Etc.

The Account is subject to applicable Florida and federal laws and regulations; Federal Reserve Bank operating circulars, procedures and agreements; local clearing house rules; any applicable corporate resolutions on file with the Bank; any applicable special agreements between the Client and the Bank; and the rules, regulations, operating policies, and procedures of the Bank.

13. Compensation

The Bank shall receive for its services under this Agreement an annual custody fee in the amount and manner specified in the Fee Schedule, a copy of which has been furnished to the Client. The Bank's annual custody fee shall be prorated for any period of less than a full quarter, subject to the minimum amount specified in the Fee Schedule. The Client shall also pay to the Bank any other applicable fees and commissions set forth in the Fee Schedule in effect from time to time. In addition, subject to applicable law, every Transaction and every Asset, liability, or other holding in the Account (collectively, "Holdings") will be subject to any applicable fees, charges, and expenses of any Agent or any applicable broker, advisor, correspondent, or other service provider—including, in the case of securities of any mutual fund, the fees and other charges of such mutual fund's investment advisor—even if the service provider or mutual fund investment advisor is the Bank or an affiliate of the Bank. In addition, subject to applicable law, in making any purchase or sale or other Transaction, including foreign exchange transactions, the Bank or any affiliate of the bank is authorized to act as principal, agent, or broker, and to be separately compensated in that capacity. The Client authorizes the receipt of such compensation referred to in the preceding sentence and waives any special computation or accounting, and may revoke this authorization at any time by

notifying the Bank in writing. The Client waives any right to receive notice of any such fees, charges, and expenses.

14. Conflict with Other Provisions of the General Account Terms and Conditions.

The terms and conditions set forth in this Agreement are intended to be read and applied in conjunction with the other provisions of the General Account Terms and Conditions; however, in the event and to the extent there is any conflict or inconsistency between the terms and conditions of this Agreement and the General Account Terms and Conditions, the terms and conditions of this Agreement shall control as to the Account.

15. INVESTMENT RISKS.

THE CLIENT UNDERSTANDS, ACKNOWLEDGES, AND AGREES AS FOLLOWS:

- a. **THE ACCOUNT AND ALL HOLDINGS (i) ARE NOT INSURED BY THE FEDERAL DEPOSIT INSURANCE CORPORATION (FDIC); (ii) ARE NOT DEPOSITS OR OTHER OBLIGATIONS OF, OR GUARANTEED BY, THE BANK (EXCEPT TO THE EXTENT THAT A SPECIFIC HOLDING REPRESENTS THE EXPLICIT OBLIGATION OR GUARANTY OF THE BANK); AND (iii) ARE SUBJECT TO INVESTMENT RISKS INCLUDING POSSIBLE LOSS OF PRINCIPAL AND/OR DEPRECIATION IN VALUE. THE CLIENT ALSO UNDERSTANDS (i) THAT ANY HOLDING MAY NOT BE READILY MARKETABLE AND THAT THE PERFORMANCE OF THE HOLDINGS MAY BE ADVERSELY AFFECTED BY MARKET CONDITIONS AND NUMEROUS OTHER FACTORS AND (ii) WITH RESPECT TO FOREIGN INVESTMENTS, THAT DEALING IN NON-U.S. MARKETS INVOLVES DIFFERENT RISKS FROM DEALING IN U.S. MARKETS AND THAT THE POTENTIAL FOR PROFIT OR LOSS FROM SUCH INVESTMENTS MAY BE AFFECTED BY FLUCTUATIONS IN FOREIGN EXCHANGE RATES, CURRENCY DEVALUATIONS, EXCHANGE CONTROLS, AND OTHER FACTORS.**
- b. **THE BANK IS NOT ACTING AS A FIDUCIARY TO THE CLIENT IN CONNECTION WITH ANY TRANSACTION, THE ACCOUNT, AND/OR ANY HOLDINGS. THE BANK HAS NO RESPONSIBILITY WHATSOEVER FOR THE PERFORMANCE OF ANY TRANSACTION, ANY HOLDINGS, AND/OR THE ACCOUNT.**
- c. **THE CLIENT IS A SOPHISTICATED INVESTOR WHO WILL MAKE EACH INVESTMENT DECISION AFTER CONSIDERING ALL OF THE RISKS INVOLVED AND WILL NOT RELY ON ANY STATEMENT, REPRESENTATION, WARRANTY, INFORMATION, RECOMMENDATION, SUGGESTION, OPINION, OR ACTION, OR THE ABSENCE THEREOF, BY THE BANK OR ITS REPRESENTATIVES.**

16. Communications

a. Communications to the Bank.

- (i) The Client may place orders and solicit price quotations only during the Bank's normal business hours on any day on which the Bank's offices and the New York Stock Exchange are open for the transaction of normal business (a "Business Day"). The Bank shall treat all instructions as market orders; that is, as orders to be executed under current market conditions, unless the Client specifically directs otherwise. The Client acknowledges and understands that the Bank will not be liable for any damages or lost profits in the event that the Bank is unable or declines to execute any of the Client's orders. Instructions shall be subject to all applicable laws, regulations, rules, policies, procedures, and requirements of any and all governmental authorities, self-regulatory organizations, exchanges, markets, issuers, and Agents. If the Bank receives the Client's instructions on a Business Day before 3:00 p.m. Eastern Standard Time, it ordinarily will act on them within one Business Day thereafter but shall not be liable for any reasonable delay in effecting any instructions.
- (ii) Since the time available for the Bank to consider telecommunications requests is relatively short, it is hereby agreed that if, after receiving and considering a telecommunications request, the Bank determines in its sole judgment that (A) it cannot for any reason comply with or fulfill such a request, in whole or in part, the Bank may, in its sole discretion, comply with or fulfill the request in part only or not

at all, and (B) if the request is unclear or additional details or information are required in order for the Bank to comply with or fulfill it, in whole or in part, the Bank may, in its sole discretion, comply with or fulfill the request in part only or not at all, delay in complying with or fulfilling it in whole or in part until additional details or information are received, or take any other action in accordance with the Bank's understanding of the request. Notwithstanding any oral acceptance by the Bank or any of its Agents of any telecommunications request, it may, for any reason (including without limitation commercial or policy considerations or changes therein or in any other circumstances), reject such request, in whole or in part, whereupon the Bank shall be entitled, in its sole discretion, to comply with or fulfill such request in part only or not at all. The Client's failure to perform any obligation to the Bank under this Agreement shall not be excused by the Bank's not complying with instructions or complying with instructions only in part. The Bank's rights under this paragraph and paragraph (i) above are in addition to its rights under Section 8 of this Agreement and Section 10.S of the General Account Terms and Conditions.

b. Communications to the Client. All notices and communications to the Client, other than Information Documents (as defined below), shall be governed by the applicable provisions of the General Account Terms and Conditions.

For purposes of this Section 16(b), Information Documents shall include any prospectus, notice, circular, memorandum, letter, or communication regarding any security or investment. Under U.S. securities laws and regulations, the Client understands and acknowledges that the Bank may be prohibited from delivering or mailing Information Documents relating to certain unregistered investment products to the Client in the United States. Consequently, the Client agrees that the Bank will not release any such Information Documents to the Client when the Client is in the United States and that the Bank will not mail any such Information Documents to a United States address (or "hold" any such Information Documents for pick-up by the Client pursuant to any "hold-mail" arrangement entered into by the Client with the Bank). The Client agrees that in the event the Bank is restricted under the U.S. securities laws and regulations (as determined by the Bank in the Bank's sole discretion) from releasing Information Documents, the Bank may forward such Information Documents to the Client outside the United States at the address designated in the Account Application and, if the Client has declined to provide the Bank with an address outside the United States, the Client represents and warrants to the Bank that the Client has declined to review such Information Documents, including a prospectus, if any, relating to the investment products the Client has instructed the Bank to purchase. The Client also agrees that the Bank shall have the right, but shall not be obligated, to refuse to purchase any investment product on the Client's behalf with respect to which the Client has not received Information Documents, or otherwise in the Bank's discretion.

17. Arbitration of Controversies

- (i) **Arbitration is final and binding on the Parties.**
- (ii) **The Parties are waiving their rights to seek remedies in court, including the right to jury trial.**
- (iii) **Pre-arbitration discovery is generally more limited than and different from discovery in connection with court proceedings.**
- (iv) **The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or to seek modification of rulings by the arbitrators is strictly limited.**
- (v) **The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.**

The Client agrees and the Bank agrees by carrying the Account that all controversies between the Client and the Bank or its agents, representatives, or employees arising out of or concerning the Account, any transactions between the client and the Bank or for the Account, or the construction, performance or breach of this or any other agreement between the Client and the Bank, whether entered into prior to, on, or subsequent to the date below, shall be determined by arbitration in accordance with the rules of the American Arbitration Association. Any arbitration proceeding between the Client and the Bank shall be held in Miami-Dade County, Florida. The award of the arbitrator or a majority of the arbitrators shall be final. Judgment on the award rendered may be entered in any state or federal court having jurisdiction.

18. Governing Law and Jurisdiction.

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

Any claim or action arising under this Agreement, and not subject to arbitration in accordance with Section 16, may be brought in the state or federal courts located in Miami-Dade County, Florida, and the Client irrevocably consents to and accepts the jurisdiction of such courts. THE CLIENT WAIVES THE RIGHT TO A JURY TRIAL IN ANY SUCH ACTION AND UNDERSTANDS THAT SUCH WAIVER IS A CONDITION TO THE BANK'S OPENING THE ACCOUNT FOR THE CLIENT.

19. No Waivers or Modifications Unless in Writing

No waiver or modification of any of the provisions of this Agreement shall be effective unless it is pursuant to an amendment adopted by the Bank in accordance with the General Account terms and Conditions or the Bank has consented to it in writing. The Bank may exercise its rights under this Agreement at anytime even if it has failed to exercise such rights on previous occasions.

20. Entire Agreement; Severability

Subject to Section 14, this Agreement is the exclusive embodiment of the understandings and agreements of the Parties with respect to its subject matter. If a court determines any one or more provisions of this Agreement to be invalid, the remainder of the provisions of this Agreement shall remain in effect.

THIS AGREEMENT CONTAINS, IN SECTION 17, A PREDISPUTE ARBITRATION CLAUSE, WHICH REQUIRES THAT ANY DISPUTES ARISING UNDER THIS AGREEMENT THAT MIGHT OTHERWISE BE LITIGATED IN A COURT BE RESOLVED BY BINDING ARBITRATION, AND INCLUDES, IN SECTION 18, A WAIVER OF THE PARTIES' RIGHT TO A JURY TRIAL.

ONLINE BANKING SERVICES AGREEMENT

The terms and conditions set forth in this Online Banking Services Agreement (“this Agreement”) apply, and the Client is bound by them, if the Client has requested the Bank to provide online banking services by checking the box in Item VIII (Online Banking Services) of the Account Application. In this Agreement, the pronouns “you,” “your,” and “yourself” signify the online banking services customer; “Access Device” means the ID, the Access Code, and the Personal Card (as defined below), which, in combination as described in Section B, may be used by you to access your Accounts via the System (as such terms are defined below); “Banco Sabadell” means Banco de Sabadell S.A., and the pronouns “we,” “us,” and “our” also are used to signify Banco Sabadell; “Sabadell America” means the units of Banco Sabadell in North America, South America, Central America, and the Caribbean; the “Branch” means Banco Sabadell, Miami Branch; “Sabadell Affiliate” means any subsidiary or other affiliate of Banco Sabadell; “BS Online” means Sabadell America’s Internet banking services platform; the “Site” means the World Wide Web site on the Internet owned and operated by Banco Sabadell (currently located at www.bancsabadell.com/empresa); the “System” means the BS Online operating system and the Site collectively; and “Access Service Provider” means any Internet service provider providing connection to the Internet, including any commercial online service provider providing connection to the Internet in addition to its own proprietary private network.

A. WHAT THIS AGREEMENT COVERS.

This Agreement between you and Banco Sabadell governs your use of the System, which permits Banco Sabadell’s customers to initiate with an Access Device the types of transactions listed in Section D.2 below or enabled by us from time to time in the future (the “Services”). The Services and your Accounts, as well as other financial services provided to you by Banco Sabadell, are governed by the General Account Terms and Conditions and may also be governed by separate agreements between you and us. Additionally, your use of the Site will be governed by the terms and conditions posted on or otherwise applicable to the Site from time to time.

This Agreement also governs your use of any materials provided to you to enable or facilitate your use of the System, including but not limited to any card, card-reading device, software, user manuals, or other materials included in the System installation kit, all rights to which are owned by Banco Sabadell.

B. SYSTEM OF IDENTIFICATION.

- 1. ID:** the number of an unexpired passport, national identification or residency card, or other official identification document which is valid in the jurisdiction of its issuance.
- 2. Access Code:** a four-digit number given to you by Banco Sabadell and identified as your access code. You may change the access code at any time and are encouraged to do so at frequent intervals as a security measure.

To minimize the possibility of compromise, you should avoid choosing a predictable code (such as one based on your birthday, street address, or telephone number or one including consecutive or repeated numbers), and you should also avoid writing the code down, saving it on your computer, or entering it online anywhere except on the Site.

- 3. Personal Card:** a card with a matrix of four-digit numbers (“TPC Codes”) on the back that is delivered to you by Banco Sabadell. Your Personal Card should be kept confidential and in a safe place.

If you will have multiple authorized users, each user must have his or her own ID and will be issued his or her own Access Code and Personal Card.

To access the System, each user must enter his/her ID and Access Code. After accessing the System with the ID and Access Code, the System will request one of the corresponding TPC Codes at random, and the requested TPC Code must be entered before the user can proceed to request a transfer of funds from any of your Accounts. The user’s transmission of the TPC Code will constitute your “electronic signature” and will bind you with the same legal

effect as your non-electronic signature, irrespective of whether or not actually authorized by you and regardless of the actual identity of the transmitter of the TPC Code.

C. ACCEPTANCE OF THIS AGREEMENT.

You understand and agree that, by checking the box in Item VIII (Online Banking Services) of the Account Application, you have accepted the terms and conditions of this Agreement and that you confirm such acceptance each time you use the Services. You agree to use the System solely as provided in this Agreement.

D. ACCOUNTS; TYPES OF SERVICES AVAILABLE; LIMITS.

1. Accounts. The Services are available for your deposit accounts (other than time deposits) maintained at the Branch (each, an "Account"; collectively, "Accounts").

2. Types of Services Available. You may use your Access Device to:

- a. Request transfers of funds from your Accounts.
- b. Request transfers of funds from your Accounts to other accounts within Banco Sabadell or at other financial institutions. (It is understood and acknowledged that although transfer requests are made online, the transfer process will be offline and will take the normal time unless and until we notify you that this process has been converted to online.)
- c. Check the balances in your Accounts and view recent Account activity.
- d. Request or initiate such other types of transactions as may be enabled by us from time to time in the future.

Banco Sabadell, in its sole discretion, may at any time eliminate or suspend some or all of the System's functions, modify them, or add new functions. You acknowledge and understand that the services available to customers of Sabadell America through the Site may differ from those available to customers of Banco Sabadell in Spain, Portugal, or elsewhere.

3. Limitations on Transfers.

- a. **Dollar Limits.** The Branch may from time to time establish daily limits for transfers from the Accounts. You may obtain information concerning these limits by calling your relationship manager at the Branch.
- b. **Available Funds:** You agree that you will request Banco Sabadell to transfer funds from an Account only when a sufficient balance is or will be available in that Account at the time of transfer. You understand that Banco Sabadell will have no obligation to act on any transfer request if sufficient funds, including overdraft lines of credit, are not available in the designated Account.
- c. **Joint Accounts.** Except for Account-balance and recent-activity inquiries, transactions in any Account requiring two or more signatures, or otherwise requiring joint instructions, cannot be initiated through the System.

E. FEES AND CHARGES.

There are currently no monthly service charges for the Services. However, a Site membership fee and/or installation fee may be charged in the future. You will also be responsible for the Branch's standard fees and charges for any transaction you conduct through the System to the same extent as if the transaction had been conducted "offline" (e.g., wire transfer fees); such fees and charges are set forth on the Branch's Fee Schedule, as in effect from time to time. Additional Services enabled by us in the future may be subject to separate charges or fees; you will be informed of the cost of each such additional Service at the time you sign up for it. You hereby authorize us to deduct the amount of all applicable charges and fees from your Accounts.

We reserve the right to change the fees and charges applicable to the Services from time to time in the future. You will be notified of any such change (including the imposition of any membership fee or installation fee) as required by applicable law. Each such change will become effective, and you will be deemed to have agreed to it, (i) 15 days

after such notification is given or (ii) upon your first use of the System following such notification, whichever is earlier. A current Fee Schedule may be obtained from us at any time upon request. In addition to the fees and charges applicable to the Services, you are responsible for all fees and charges you may incur in connecting to the Site, such as telephone charges and Access Service Provider fees.

F. BUSINESS DAYS.

The Branch's normal business days are Monday through Friday, except for bank holidays in the United States. Saturday, Sunday, and Monday are considered one business day, and a bank holiday is considered part of the following business day.

The System is intended to be available to you throughout the day, seven days a week, except during maintenance periods. We may at any time without notice or liability restrict your use of the System or eliminate its availability in order to perform maintenance activities or for any other reason in our sole discretion. We make no representation or warranty that the System will be available to you on an uninterrupted basis.

G. ACCOUNT INFORMATION.

The System will allow you to view information on the Site regarding your Accounts, including Account balances and recent Account activity. By using the System, you represent on a continuing basis that you and all other individuals designated by you as authorized users (in the Account Application or otherwise) are authorized to access all such information. All Account data made available through the System is provided as a convenience and for your information, but it is not an official record of the Account or its activity; your Account statements issued by Banco Sabadell shall remain the official record of your Accounts. Information obtained through the System will be as of the date shown on the screen (which may not be the same day you view it). It may not reflect transactions in process at the time of your inquiry or may in a particular instance be inaccurate for other reasons. Accordingly, information obtained through the System should be confirmed with your relationship manager prior to your relying upon it. You may also contact your relationship manager (or Customer Service pursuant to Section I below) with any other questions concerning Account information obtained through the System.

H. CONFIDENTIALITY.

You have a right to confidentiality and we will not give anyone other than our employees and agents and Sabadell Affiliates specific information about your Accounts except as follows:

1. When you agree that we can disclose the information.
2. When you have given Banco Sabadell as a credit reference.
3. In accordance with applicable Florida or federal law.
4. When we must release information, subject to the requirements of applicable law, to comply with legal process.
5. When necessary to verify or corroborate the existence or amount of any of your Accounts or to meet the needs of commerce and to ensure accurate credit information.
6. To any third-party agent or service provider for any purpose related to the conduct of our business or to the offering, providing, or maintaining of the Services.

Banco Sabadell will use its best efforts to ensure the security of all information input by you or provided to you in connection with your use of the Services. However, you understand, acknowledge, and agree that, because of the nature of the Internet, there can be no absolute assurance in this regard or with respect to the security of any e-mail communications between you and us.

You understand, acknowledge, and agree that Banco Sabadell may record customer telephone service inquiries and collect customer account data in order to learn more about customer usage patterns and the overall effectiveness of the System. Banco Sabadell will not disclose such data to anyone other than its employees, agents, or Sabadell Affiliates, except as provided above. Calls may also be monitored or taped to ensure quality of service and to ensure that your instructions are followed.

You agree that Banco Sabadell may download certain information, including customer identification information, to your computer or other access device, using “cookies” or other technology.

You also understand, acknowledge, and agree that all transactions conducted through the System are recorded and maintained, on magnetic tape or another medium, in Banco Sabadell's customer operations file (the “BS Online Data File”), which currently is located in Sabadell, Spain but may be located in another jurisdiction in the future. In this connection, you authorize the international transfer of all data generated by or in connection with your use of the System, including user identity, date and time, and operational details for each transaction, and you agree that the BS Online Data File constitutes an authentic and accurate record of all transactions conducted through the System which shall be conclusive and binding on you for all purposes.

I. CUSTOMER SERVICE; ELECTRONIC COMMUNICATIONS.

If you believe that any component of your Access Device is lost or has been or stolen or that someone has transferred or may transfer money from an Account without your permission, or if you have any other questions or concerns about the System or the Services, please communicate with our Customer Service at the telephone number or e-mail address provided to you in the installation kit or by calling the Branch at (305) 350-1200, faxing at 305-350-1215 or writing to:

**Banco de Sabadell S.A.
One Biscayne Tower - 2 South Biscayne Blvd., Suite 3301
Miami, Florida 33131**

Customer Service can help resolve any problems with the System or Services, but Customer Service is not authorized to waive any provision of this Agreement. You also agree to receive communications regarding your Accounts electronically if we send electronic messages, and you will not attempt to circumvent receiving any such messages. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the “print” function of your software, or you may request that Banco Sabadell mail you a paper copy of any such communication by contacting Customer Service in the manner indicated above.

J. ELECTRONIC FUND TRANSFER ACT DISCLOSURES.

Certain types of electronic funds transfers involving debits or credits to accounts held by “consumers” (*i.e.*, natural persons) at U.S. financial institutions such as the Branch are subject to the provisions of the Electronic Fund Transfer Act (the “EFTA”). **The EFTA does not apply to corporate or other business accounts. If you are a corporation or other business organization, you represent on a continuing basis, by using the System, that you are not a “consumer” and that none of your Accounts are or will be used for personal, family, or household purposes, and you acknowledge that none of the transactions conducted through the System will be subject to the EFTA.** With respect to the Services covered by this Agreement (and assuming you are a “consumer”), the EFTA generally will apply to transfers of funds between an Account at the Branch and another account within Banco Sabadell and may also apply to certain other types of electronic funds transfers, but it generally will not apply to transfers of funds from an Account at the Branch to an account at another financial institution (“Bank-to-Bank Transfers”). Bank-to-Bank Transfers and other funds transfers to which the EFTA does not apply will be subject to Article 4A of the Uniform Commercial Code. (See Section K below for provisions specifically applicable to such transfers.)

The disclosures contained in this Section J summarize your rights and responsibilities under the EFTA (if you are a “consumer”) in connection with those electronic funds transfers involving your Accounts that are subject to the

EFTA (if any). Sections D, E, F, G, H, and I of this Agreement also include certain disclosures required by the EFTA; however, those sections apply not only to electronic funds transfers subject to the EFTA, but to Article 4A Transfers and other transactions effected through the System as well (irrespective of whether or not you are a "consumer"). Please read all of the disclosures carefully and retain this Agreement in a safe place so that you will have them for future reference.

- 1. Your Liability for Unauthorized Transactions and Why You Should Promptly Report the Loss or Theft of Your Access Device.** Tell us AT ONCE if you believe any component of your Access Device has been lost or stolen. Telephoning or faxing us at the numbers listed in Section I above is the best way of keeping your possible losses down. You could lose all the money in your Accounts plus the maximum amount of your line of credit (if you have one). However, if you tell us within two (2) business days, you can lose no more than \$50.00 in connection with someone's use of your Access Device without your permission to effect transfers subject to the EFTA.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Access Device, and we can prove we could have stopped someone from using your Access Device without your permission if you had told us in time, you could lose as much as \$500.00.

Also, if your statement shows transactions that you did not authorize, tell us AT ONCE. If you do not tell us within 60 days after the statement was mailed to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money had you told us in time.

If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods described above.

- 2. Error Resolution Procedure.** In case of errors or questions about any electronic transfer you conduct with us, or if you think your statement or receipt is wrong or you need more information about a transaction listed on the statement or receipt, call us at the telephone number or write us at the address specified in Section I above as soon as you can. We must hear from you no later than 60 days after we send the FIRST statement on which the problem or error appeared.

When you call, fax or write us:

- 1 Tell us your name and account number;
- 2 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; and
- 3 Tell us the dollar amount of the suspected error. If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will tell you the results of our investigation within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not recredit your Account. (PLEASE NOTE: If your complaint or question involves an electronic funds transfer at a place outside the United States, then the 10 business day period will be extended to 20 business days, and the 45-day investigation period will be extended to 90 days.)

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

- 3. Our Liability for Failure to Make Transfers.** If we do not complete a transfer to or from your Account on time or in the correct amount in accordance with this Agreement, we will be liable for your actual losses or damages. However, there are some exceptions. We will not be liable, for instance:

- 1 If, through no fault of ours, you do not have enough money in your Account to make the transaction;
- 2 If the transaction would cause you to exceed your available credit with us;
- 3 If the System was not working properly and you knew about the breakdown when you started the transaction;
- 4 If a court order or other legal process prevents us from making a transaction; or
- 5 If we are unable to make the transaction due to any of the causes specified in the last sentence of Section M below.

There may be other exceptions to liability stated in the agreements, signature cards, or rules and regulations governing your Accounts.

K. PROVISIONS APPLICABLE TO BANK-TO-BANK AND OTHER NON-EFTA TRANSFERS.

All Bank-to-Bank Transfers (as well as any other transfers to which the EFTA does not apply) effected through the System will be governed by the following terms and conditions, together with the other provisions of this Agreement except those contained in Section J above. The provisions of this Section K will not apply to transfers that are subject to the EFTA; instead, the provisions of Section J above will apply to such transfers. Transfers to which the EFTA does not apply, and which are therefore governed by the provisions of this Section K, include transfers made using Fedwire (or a similar system such as CHIPS, SWIFT, or a funds transfer or communication system involving telexes or involving transfers on the books of correspondent banks).

- 1. Authorization.** Upon receipt of requests for Transfers transmitted through the System (each, a "Payment Order"), the Branch is authorized to transfer funds from any Account specified in the Payment Order (a "Sending Account") to any other account specified in the Payment Order (a "Receiving Account") and to charge to the Sending Account the amount of the Payment Order and any applicable fees and charges.
- 2. Unauthorized Use of Access Device.** You are responsible for the Access Device, and we will have no liability for losses occasioned by unauthorized use of the Access Device to issue Payment Orders.
- 3. Security Procedure.** By checking the box in Item VIII (Online Banking Services) of the Account Application, you have selected use of the Access Device as the security procedure to authenticate and initiate, amend, or request cancellation of Payment Orders through the System (the "Security Procedure"). All Payment Orders through the System must be given in accordance with the provisions of this Agreement and in compliance with the procedures for using the System described in the User Materials.

You agree that the Security Procedure is a commercially reasonable method of providing security against unauthorized Payment Orders, in light of your circumstances, and you acknowledge that you have freely and voluntarily elected to utilize the System to initiate Payment Orders and designated the Security Procedure from among the various procedures offered by us (which afford differing degrees of security). You agree to assume all risks associated with using the Security Procedure (including, without limitation, risk of unauthorized use or compromise of the Security Procedure) and all damages, costs, expenses, losses, and liabilities resulting from any failures of the Security Procedure. You also agree to notify us immediately (by contacting us in the manner specified in Section I above) of any compromise or suspected compromise of the integrity of the Security Procedure.

A Payment Order initiated through the System shall, when received by us, be effective as your Payment Order and shall bind you, whether or not actually authorized by you and regardless of the actual identity of the transmitter thereof, if such Payment Order is accepted by us in good faith and in accordance with the Security Procedure, and shall be deemed conclusively correct as to amount.

We may, in our sole discretion, use any means to verify Payment Orders in addition to the Security Procedure, and we also may, in our sole discretion, decline to execute any Payment Order.

- 4. Confirmation; Duty to Report Discrepancies or Errors.** Not more than 20 days after the mailing or delivery

of a statement pursuant to Section G above or 20 days after the mailing or delivery of a confirmation of a transfer effected pursuant to a Payment Order (whichever occurs earlier), you must examine it and immediately notify us of any discrepancy or error therein. Your failure to notify us of any discrepancy or error within such 20-day period will relieve us of any interest liability with respect to the transfer. Your failure to notify us of any discrepancy or error within one year of the mailing or delivery of such statement or confirmation will relieve us of any liability for any funds transfer reflected in the statement or confirmation.

5. Amendment or Cancellation. If you seek to amend or cancel any Payment Order, such amendment or cancellation must be received by us at a time and in a manner affording us a reasonable opportunity to act on the amendment or cancellation before we act on the Payment Order. If you request us to reverse a transfer previously effected pursuant to a Payment Order, we will take such actions as we deem reasonable (in our absolute discretion) to reverse the transfer, subject to our customary fees and charges and to your providing us satisfactory assurances of payment of any and all costs and expenses which we might incur in taking such actions. We do not, however, by undertaking any such actions, guaranty that we will reverse a transfer, nor do we otherwise accept responsibility for any amounts transferred prior to our receipt of an amendment or cancellation of a Payment Order as provided above.

6. Effect of Separate Funds Transfer Agreement. If you have executed, or execute in the future, a separate Funds Transfer Agreement with us which is inconsistent in any respect with the provisions of this Section K, the provisions of this Section K will control as to any funds transfers effected through the System and the provisions of the separate Funds Transfer Agreement will control as to funds transfers effected in any other manner. For this purpose, Section 15 of the General Account Terms and Conditions is considered to be a separate Funds Transfer Agreement.

L. CURRENCY EXCHANGE.

When you transfer funds from an Account denominated in a currency other than U.S. Dollars to one denominated in U.S. Dollars, or vice versa, the exchange rate applied to the transaction will be the prevailing exchange rate in effect at the Branch at the time the Branch effects the transfer. By proceeding with the transaction, you will have signified your acceptance of the exchange rate and of the currency risk resulting from the transaction. If for any reason the transferred funds are returned, the returned funds will be converted at our prevailing exchange rate on the date of return, and we will not be liable for any resulting exchange losses. Transfers effected through the System will be subject to the Branch's prevailing fees and charges for currency exchange transactions.

M. LIMITATION OF LIABILITY.

We will be responsible only for performing the Services expressly provided for in this Agreement, and will not be liable, except as provided by applicable law, for any errors, delays, or unauthorized transactions or other actions so long as we have acted in accordance with the terms and conditions set forth in this Agreement. We will not be liable for any decision, in our sole discretion, not to effect a transaction, nor will we be liable if you fail to report any error or discrepancy reflected in a statement or confirmation as required by Section J.1 or Section K.4 above, or to report any loss, theft, or other compromise of the Access Device/Security Procedure. In no event neither Banco Sabadell nor any Sabadell Affiliate will be liable to you for any indirect, consequential, special, punitive, or exemplary damages arising in any way out of your use of the System, even if we have been advised of the possibility of such damages. We also will not be responsible for any loss, damage, liability, or claim arising, directly or indirectly, from any error, delay, or failure in performance of any of our obligations under this Agreement which is caused by fire or other natural disaster, weather conditions, strike, civil unrest, inoperability of the System or any communications facilities, war or other hostilities, terrorist acts, interference of civil and/or military authorities, restrictions imposed by any government or governmental agencies, or other events or circumstances beyond our reasonable control, from your failure to exercise reasonable care to prevent compromise of any component of the Access Device, from any dishonest, fraudulent, criminal, malicious, or reckless act of omission on your part, from any misuse by any person of the facilities or services of an internet service provider or other provider of telecommunications services (including, without limitation, the use or reproduction of malicious software such as computer viruses, trojan horses, and worms), or from your breach of any provision of this Agreement, any

agreement governing the Accounts, or any other agreement between you and us

Without limiting the generality of the preceding paragraph, Banco Sabadell and Sabadell Affiliates will be responsible for acting only on those instructions sent through the System which are actually received and cannot assume responsibility for malfunctions in communications facilities not under our or their control that may affect the accuracy or timeliness of messages you send. Neither Banco Sabadell nor any Sabadell Affiliate is responsible for any losses or delays in transmission of instructions arising out of the use of any Access Service Provider or caused by any browser software. Neither Banco Sabadell nor any Sabadell Affiliate is responsible should you give incorrect instructions or if your instructions are not given sufficiently in advance to allow for their timely execution.

Any information you receive from Banco Sabadell or any Sabadell Affiliate through the System is believed to be reliable (subject to the qualifications stated in Section G above). However, it can only be provided on a best-efforts basis for your convenience and is not guaranteed. Neither Banco Sabadell nor any Sabadell Affiliate is liable for any deficiencies in the accuracy, completeness, availability, or timeliness of such information or of any information available on the Site from other sources, or for any investment or other decision made using any information obtained through the System or on the Site.

Neither Banco Sabadell nor any Sabadell Affiliate is responsible for any computer virus or related problems which may be attributable to services provided by any Access Service Provider. The System and the Services are provided "as is," and neither Banco Sabadell nor any Sabadell Affiliate makes any warranties of any kind, either expressed or implied, concerning any component or aspect of the System or the Services, including, without limitation, any warranties of merchantability, fitness for a particular purpose, or non-infringement of third-party proprietary rights, all of which warranties are hereby disclaimed to the full extent permitted by law.

N. NOTICES.

All notices from you to us under this Agreement must be in writing and will be considered to have been given when we receive them at the address specified in Section I above. All notices from us to you will be considered to have been given when received by you at the current address or telecopy number we have for you in our records (or placed in our "holdmail" files pursuant to your instructions) or when communicated to you by electronic message through the System.

O. OTHER APPLICABLE TERMS AND CONDITIONS.

The terms and conditions set forth in this Agreement are intended to be read and applied in conjunction with the other provisions of the General Account Terms and Conditions and with all other agreements and rules and regulations governing the Accounts; however, in the event and to the extent there is any conflict or inconsistency between the terms and conditions of this Agreement and the General Account Terms and Conditions or between the terms and conditions of this Agreement and any other applicable agreements or rules and regulations, the terms and conditions of this Agreement will control with respect to the System and the Services.

P. MISCELLANEOUS.

- 1. Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.
- 2. Amendment.** Banco Sabadell may amend this Agreement at any time by giving written notice of the amendment to you. Any use by you of any of the Services after the date you receive such notice will constitute your acceptance of the terms of the amendment.
- 3. Term and Termination.** This Agreement will remain in full force and effect until it is terminated by you or Banco Sabadell. You may terminate this Agreement at any time by notifying Banco Sabadell in writing that you wish to do so, though such termination will not be effective until Banco Sabadell has had a

reasonable period of time to act on such notification. You understand that termination of this Agreement applies only to your use of the System and the Services and will not serve to terminate your Accounts with Banco Sabadell. Banco Sabadell may terminate this Agreement or your use of the System or any of the Services at any time for any reason.

4. **Governing Law; Choice of Forum.** This Agreement is governed by the laws of the State of Florida and applicable federal laws. Any legal action or proceeding relating to this Agreement (an "Action") must be brought in a federal or state court sitting in Miami-Dade County, Florida, and you agree that any Action may be heard and determined in any such court. To the extent you may effectively do so, you waive the defense of an inconvenient forum to the maintenance of any Action in Miami-Dade County, Florida.
5. **No Assignment.** You may not assign any of your rights or delegate any of your obligations under this Agreement without Banco Sabadell's prior written consent.
6. **Complete Agreement.** Subject to Section O above, this Agreement contains the entire understanding and agreement between you and us with respect to the Services and supersedes any and all previous communications between you and us, whether verbal or written, concerning the Services.
7. **WAIVER OF JURY TRIAL. YOU AND BANCO SABADELL KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, ANY SERVICE PROVIDED OR TRANSACTION EFFECTED UNDER THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER PARTY RELATING TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND TO PROVIDE ONLINE BANKING SERVICES TO YOU.**

CREDIT CARD AGREEMENT

The terms and conditions set forth in this Credit Card Agreement (“this Agreement”) apply, and the Client is bound by them, if the Client has requested the Bank to establish a VISA® credit card account (“Account”) by checking the box in Item IX (Credit Card) of the Account Application. This Agreement contains the terms and conditions applicable to your Account. The words “you” and “your” mean the individual(s) who applied to establish the Account and who use(s) or authorize(s) the use of a VISA credit card (each, the “Card”) in connection with the Account, and they also refer to any individual who has signed this Agreement as Guarantor. The words “Bank” and “we,” “us,” and “our” mean Banco de Sabadell S.A., Miami Branch. By using the Account or the Card, you confirm your acceptance of and agreement to the following terms and conditions:

1. Program Available to Non-U.S. Residents Only.

Our Visa card program is offered only to persons who reside outside the United States. Accordingly, you represent (and if you are more than one individual, each of you represents) that you are not a resident of the United States (including the Commonwealth of Puerto Rico and any territory or possession of the United States), and you agree to notify us and cease using the Card immediately if your residency status should change. You also acknowledge that, by virtue of being a non-U.S. resident, you are not entitled to certain disclosures and protections available to U.S. resident holders of credit cards under applicable federal law and regulation.

2. How You May Use the Account.

After the Card is activated, you may use the Card and the Account to purchase or lease goods or services or pay amounts owed wherever the Card is honored (collectively, “Purchases”). You may also use the Card to obtain cash (“Cash Advances”) from any financial institution that accepts the Card. We may limit the amount of Cash Advances that can be made on the Account.

3. Charges in Foreign Currencies.

If a charge is incurred in a foreign currency, the charge will be converted into a U.S. dollar amount in accordance with Visa’s most recently published conversion procedures in effect at the time the transaction is processed. Currently, Visa uses either a wholesale market rate or a government-mandated rate in effect under those procedures and adds a conversion charge in an amount determined by Visa. The currency conversion rate in effect on the processing date may differ from the rate in effect on the transaction date or the posting date.

4. Credit Limit.

Your initial credit limit will be the amount specified as such on the confirmation of terms that we send you together with your Card (the “Confirmation”). We may change your credit limit at any time; however, at no time may it exceed the amount of the deposit account or the market value of the securities account pledged by you in accordance with Section 6 below as security for your obligations under this Agreement. It is your responsibility not to exceed your credit limit, and you agree that no Card will be used in any way that would cause the balance to exceed the limit. We may refuse to authorize or accept any transaction on the Account which would cause the balance to exceed the credit limit. If any such transaction is accepted, you agree to pay any amounts which exceed your credit limit upon demand. In the event that you wish to obtain an increase in your credit limit, you must make a written application for our approval. There will also be a limit for Cash Advances, established by you and specified on the Confirmation, which may be all or a portion of your overall credit limit. Your outstanding Cash Advance balance may not exceed the Cash Advance limit. The current credit limit and Cash Advance limit will appear on your monthly statement.

5. Monthly Statement.

We will send you a monthly statement at the end of each billing period (intervals of approximately one month which we call “Billing Cycles”) if there is a debit or credit balance on the Account of \$1.00 or more, or a balance on which a Finance Charge has been imposed. You will be liable on the Account even if you do not receive a monthly statement.

6. Payments; Security.

You promise to pay us for all Purchases and Cash Advances, plus any Finance Charges assessed on the Account and any other fees and charges which you may owe us under the terms of this Agreement. You will be obligated to pay charges to the Account whether resulting from (i) actual use of the Card, (ii) mail order or telephone, computer, or other electronic Purchases made without presenting the Card, or (iii) any other circumstance where a charge is made to the Account. All payments must be made in U.S. dollars. On the due date shown on your monthly statement for each billing period in which you have a New Balance on the Account (a "Due Date"), the New Balance must be paid in full. We may allocate payments to amounts owed on the Account in the manner we deem appropriate. The method of payment will be automatic debit to a U.S. dollar-denominated deposit account that you maintain with us and that is identified as the "Designated Deposit Account" on the Confirmation. You must maintain a U.S. dollar Designated Deposit Account with us at all times during the term of this Agreement, and it is your responsibility to make sure that there are sufficient available funds in the Designated Deposit Account on each Due Date to cover the full amount of the New Balance to be paid on such Due Date. You hereby authorize us to, and we will, on each Due Date, debit the Designated Deposit Account in the full amount of the New Balance; however, in the event that on any Due Date there are insufficient available funds in the Designated Deposit Account to cover the full amount of the New Balance, the Bank may apply such funds toward payment of the New Balance and you will be responsible for the shortfall (without prejudice to any of the Bank's rights or remedies under Section 9 below or under the Security Agreement (as defined below)). The Bank will not be responsible for determining the accuracy, validity, or appropriateness of any of the charges comprising any New Balance debited to the Designated Deposit Account, and you assume full responsibility for resolving any errors or problems involving such charges and debits in the manner specified in Section 12 below. We may also debit the Designated Deposit Account at any time for any fees, charges, or other amounts due to us in respect of the Account. By entering into this Agreement and utilizing the Card, you acknowledge your understanding that the deposit account or securities account identified in Item IX (Credit Card) of the Account Application and specified in the Confirmation as the "Pledged Account" (the "Pledged Account") has been pledged and assigned to the Bank, pursuant to a separate Secured Card Collateral Agreement (the "Security Agreement"), as security for your obligations under this Agreement. Your obligations in respect of the Pledged Account are in addition to your obligation to make sure that the available balance in the Designated Deposit Account on each Due Date is sufficient to cover the full amount of the New Balance to be paid on such Due Date.

7. Finance Charge On Account Balance.

In the event that the Bank, in its sole discretion, permits you to finance any New Balance, or in the event that you otherwise fail to pay any New Balance in full on the relevant Due Date, a Finance Charge will be imposed in the following manner:

- (a) A Finance Charge will be imposed on the "average daily balance" of your Account if the New Balance is not paid in full by the Due Date shown on your monthly statement. The Finance Charge will continue to be imposed until you have paid any Outstanding Balance in full.
- (b) The "average daily balance" of the Account is obtained by taking the beginning balance of the Account each day, subtracting payments and credits and adding Purchases and debits (including Cash Advances). This is the daily balance. Then all the daily balances for the billing period are added up and the total is divided by the number of days in the billing period. This result of these computations is the "average daily balance" subject to Finance Charge.
- (c) A portion of the Finance Charge will be figured by applying the Annual Percentage Rate ("APR") specified in the Table of Interest and Charges to the "average daily balance" of the Account.
- (d) A portion of the Finance Charge will be figured by applying a Cash Advance fee, in the amount specified in the Table of Interest and Charges, to each Cash Advance on the day the Cash Advance is posted to the Account. The Cash Advance fee will increase the actual APR for Cash Advances in the billing period in which the Cash Advance is posted to the Account.

- (e) Any Finance Charge shown on your monthly statement is computed only through the last day of the billing period. Since Finance Charges continue to accrue until the date your payment is received and posted to the Account, additional Finance Charges may appear on the following month's statement. The amount of the Finance Charges may be changed from time to time.
- (f) Nothing in this Section 7 relieves you of your obligation to have available funds in the Designated Deposit Account as required by Section 6 above.

8. Fees.

Subject to applicable law, we will charge you, and you agree to pay us, the following fees:

- (a) Annual Membership Fee: A fee in the amount specified in the Table of Interest and Charges will be charged to the Account annually during the month the initial Card was issued as long as the Account has not been canceled.
- (b) Fee for Additional Cards: An annual fee in the amount specified in the Table of Interest and Charges will be charged to the Account for each Card issued beyond the initial Card.
- (c) Late Payment Fee: If we do not receive payment in full of the New Balance within 15 days after the relevant Due Date, a fee in the amount specified in the Table of Interest and Charges will be charged to the Account.
- (d) Overlimit Fee: We have the right to charge an overlimit fee in the amount stated in the Table of Interest and Charges if the Account balance exceeds the credit limit at any time or if you make a Purchase or obtain a Cash Advance at any time when the Account balance exceeds the credit limit.
- (e) Cash Advance Fee: A fee in the amount specified in the Table of Interest and Charges will be charged to the Account for each cash advance you obtain using the Card.
- (f) Card Replacement Fee: A fee in the amount specified in the Table of Interest and Charges will be charged to the Account for each Card issued in replacement of a previously issued Card.
- (g) Charge-Back Fee: A fee in the amount specified in the Table of Interest and Fees will be charged to the Account each time you request the Bank to investigate a disputed charge to the Account.
- (h) Warning Bulletin Fee: A fee in the amount specified in the Table of Interest and Charges will be charged to the Account each time you request the Bank to have the Card included in Visa's "warning bulletin" for the purpose of canceling the Card on a worldwide basis.

Unless otherwise agreed, the above fees will be added to the Account and treated as Purchases. We may change the amount of these fees or add new fees from time to time. The fees referred to in this Section 8 are in addition to any other fees that may be applicable (e.g., wire transfer fees) under the terms and conditions of, or any agreement relating to, the Designated Deposit Account or the Pledged Account.

You acknowledge receipt of the Bank's current Fee Schedule.

9. Events of Default.

You will be in default, and we may, without notifying you in advance, close the Account, cancel the Card, and demand immediate payment of your entire balance, if any of the following occurs: you fail to make a payment when it is due; you make Purchases and/or obtain Cash Advances in excess of the credit limit; you fail to have available funds in the Designated Deposit Account on any Due Date in the amount required by Section 6 above; you otherwise do not follow the terms of this Agreement, or you do not follow the terms of the Security Agreement, in any way; you have made any false or misleading statements on the application for the Account; you fail to pay any

other loans you owe us; you become insolvent or die; there is an attachment, execution, or levy against you or your property; you make an assignment for the benefit of creditors; a bankruptcy petition is filed by or against you; a guardian, conservator, receiver, custodian, or trustee is appointed for you; you are generally not paying your debts as they come due; or there has been an adverse change in your financial standing. If you are in default and fail to pay any amounts you owe on the Account, you will be liable for our costs of collection and, if we refer this claim to an attorney for collection, you will be liable for any reasonable attorney's fees we incur, plus the costs and expenses of any legal action. The Bank will not be obligated to honor any attempted use of the Card if a default has occurred.

10. Lost or Stolen Cards.

- (a) If a Card is lost or stolen, or if you believe that it is being used without your permission, you must notify our Customer Service Center in the United States at once by calling (800) 458-2733 (if you are calling from within the United States) or (305) 372-3027 (if you are calling from outside the United States). If you do not have these telephone numbers handy, you may obtain them from the Bank by calling the number at the end of this paragraph or by calling the Bank's representative in your home country. It is, however, critical that you provide the required notification directly to our Customer Service Center in the United States. You should also follow this up in writing to the Bank at 2 South Biscayne Blvd., Suite 3301, Miami, FL 33131, Attn: Operations Department. At the time of the initial telephone notification, you must obtain from our Customer Service Center a lost card notification identification number ("confirmation number"), and must use that confirmation number in all subsequent communications with our Customer Service Center regarding the matter. You should not use the Account or the Card after you have notified our Customer Service Center, even if the Card is found or returned. **If a Card or the Account is used by an unauthorized person, you will be liable without limit for that unauthorized use (unless applicable law limits your liability); however, you will not be liable for any Purchase or Cash Advance made with the Card more than one hour after our Customer Service Center's issuance of the confirmation number.** Absent manifest error, the Customer Service Center's records as to the time of issuance of any such confirmation number will be conclusive and binding for all purposes. You may call the Bank at (305) 350-1200 with any questions regarding the procedures for a lost or stolen Card.
- (b) If you report a Card lost or stolen, you have the option of requesting that the Bank instruct Visa to include the Card on Visa's "warning bulletin" so that the Card will be canceled on a worldwide basis. A charge will be imposed for this service, as provided in Section 8(h) above.
- (c) If you report a Card lost or stolen, then recover the Card and fail to notify us immediately of the recovery, you must pay us the amount of any reward previously paid by us to any establishment to recover the Card we reported as lost or stolen. You also agree to assist us in determining the facts, circumstances, and other pertinent information related to any loss, theft, or possible unauthorized use of a Card and to comply with such procedures as we may require in connection with our investigation.

11. If Your Card Is Refused.

We are not responsible and shall have no liability if we do not approve a Purchase or Cash Advance on your Account, or if a third party refuses to accept or honor a Card, nor will we be responsible for merchandise or services purchased or leased through use of the Account. Although you may have credit available, we may be unable to authorize credit for a particular transaction due to operational difficulties or mistakes. Transactions made above a certain dollar amount may require authorization before the transaction is approved. Additionally, the number of transactions you make in one day may be limited since we may, for security purposes or otherwise, limit the number of authorizations which may be given.

12. Notify Us in Case of Errors or Questions About Your Bill.

If you think your bill is wrong, or if you need more information about a transaction on your statement, write us on a separate sheet at the Bank's address specified in Section 10 above. Write to us as soon as possible. We must hear from you in writing no later than 30 days after we send you the first statement on which the error or problem

appeared. In your letter, give us the following information:

- Your name and Account number.
- The dollar amount of the suspected error.
- The transaction reference number appearing on your statement.
- The name of the merchant.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are not sure about.

The letter must be signed by the primary Cardholder. Following receipt of your letter, the Bank will send you a Cardholder Dispute Form, which must also be signed by the primary Cardholder.

13. Information Reporting; Recording of Telephone Calls.

We may report your performance under this Agreement to credit reporting agencies if we consider it appropriate to do so. We may also obtain follow-up credit reports on you (for example, when we review the Account for a credit limit increase) and/or reinvestigate any information you provided on your credit application at any time. We may exchange information about you or the Account with the Bank's affiliates, and the Bank's affiliates may perform certain customer service and payment processing functions for your Account. From time to time, we may monitor and record telephone calls between you and the Bank's employees. You agree that the Bank will have such right with respect to all telephone conversations between you and the Bank's employees, whether initiated by you or by any of the Bank's employees.

14. Change in Terms of the Account.

We can change any terms of the Account, including those relating to the Finance Charge and fees, at any time. We will provide you with notice when required by law by mailing a notice to you at the latest address shown in our records. Any changes will apply to the current balance of the Account as well as to future balances. You may choose to accept or decline a change by keeping the Account open or by closing the Account and paying any outstanding balance in full within 15 calendar days of the notice. Your decision to keep the Account open after any change will constitute your agreement to the change. We may sell or otherwise transfer the Account and any amounts owed by you to another creditor at any time. If we do, this Agreement will remain in effect. You cannot transfer or assign the Account or any of our obligations under this Agreement to any other person.

15. Change Of Address.

You must advise us promptly if you change your mailing address. All written notices and statements from the Bank to you will be considered given when placed in the United States mail, postage prepaid, and addressed to you at your current address as it appears in our records. We will notify you of any changes in the addresses and telephone numbers specified in Section 10 above by including the new addresses and telephone numbers in your monthly Account statement.

16. Termination.

The Bank may terminate your privileges under this Agreement or limit your right to make Purchases or obtain Cash Advances at any time without notice or liability. If the Bank asks, you must return any and all Cards, which shall remain at all times property of the Bank. You agree that you will not try to make a Purchase or obtain a Cash Advance after you have been notified that your privilege to use the Account has been terminated. You may terminate this Agreement and cancel the Account at any time upon 30 days' prior written notice to the Bank. Termination by you or us will not affect your existing obligations under this Agreement or your liability for all transactions made with the Card prior to the effective date of the Account's cancellation.

17. Right of Setoff.

We have the right to deduct any money you owe us under this Agreement from the Designated Deposit Account,

the Pledged Time Deposit, and any other deposit account(s) that you (or if you are more than one individual, any of you) maintain with us or from any money that you (or any of you) have coming from us.

18. Entire Agreement.

This Agreement, including any other written Account materials provided to you, embodies the entire agreement and understanding between you and us and supersedes all agreements, statements, and understandings relating to the Card and the Account and the terms of their use, unless otherwise expressly stated.

19. Cooperation on Information.

Subject to applicable laws, you will provide us any information that we reasonably require about the use of the Card and will supply us any documentation or support related to that use that we may reasonably request. You also will provide reasonable cooperation to us in any investigation, litigation, or prosecution arising in connection with the use of the Card.

20. Our Rights and Remedies.

We may enforce any right or remedy we may have regarding any of your obligations under this Agreement without affecting our other rights or remedies. You waive (i) any right to require us to proceed against any other person or entity liable on the Account or pursue any other remedy in our power whatsoever; (ii) any defense because of any disability or other defense or cessation of liability on the Account by anyone else for any reason other than full payment; (iii) any defense or right against us arising out of the exercise of our rights under this Agreement to the extent that such exercise of rights results in the loss of any right of subrogation, reimbursement, or other right you may have against any other person liable on the Account; and (iv) all presentments, diligence, protests, demands, and notices or protest, dishonor, or nonperformance. We can delay enforcing or fail to enforce any of our rights or remedies under this Agreement any number of times without losing them.

21. Governing Law, Etc.

The Account has been applied for, considered, approved, and issued in the State of Florida and all extensions of credit are being made from the State of Florida. We agree that this Agreement shall be governed by and interpreted under Florida law and, to the extent applicable, Federal law. The Account and all matters relating to the Card (including disputes and chargebacks) shall also be subject to the rules, procedures, and guidelines issued from time to time by Visa. If any part of this Agreement is not valid, all other parts will remain enforceable. Any successor or assign of the Bank will have all of the rights of the Bank under this Agreement. The headings used in this Agreement are for the convenience of reference only and are not intended in any way to define or describe the scope or intent of any provision of this Agreement.

22. Arbitration.

Any dispute, controversy, or claim ("Claim") by you against us (or our employees or agents) or by us against you arising from or relating in any way to this Agreement or the Account, including Claims regarding the applicability of this arbitration clause or the validity of the entire Agreement, shall be resolved by binding arbitration by the American Arbitration Association under its rules governing commercial disputes in effect at the time the Claim is filed. Any arbitration hearing involving this Agreement or the Account will take place at a location within Miami-Dade County, Florida, and any judgment upon any arbitration award may be entered in any court having jurisdiction.

IN THE ABSENCE OF THIS ARBITRATION AGREEMENT, WE AND YOU MAY OTHERWISE HAVE HAD A RIGHT OR OPPORTUNITY TO LITIGATE CLAIMS THROUGH A COURT, AND/OR TO PARTICIPATE OR BE REPRESENTED IN LITIGATION FILED IN COURT BY OTHERS; HOWEVER, AS PROVIDED ABOVE, ALL CLAIMS MUST NOW BE RESOLVED THROUGH ARBITRATION, AND EACH PARTY HEREBY IRREVOCABLY WAIVES ITS RIGHT TO A JURY TRIAL IN CONNECTION WITH ANY CLAIM.

SECURED CARD COLLATERAL AGREEMENT

In order to induce the Bank to extend credit to the Applicant(s) specified in Item IX (Credit Card) of the Account Application (the "Cardholder") under a Visa credit card (the "Visa Card Account") which may be issued to the Cardholder pursuant to the terms and conditions of the Credit Card Agreement (the "Credit Card Agreement") between the Cardholder and the Bank (and, if applicable, the individual who signed the Account Application as guarantor (the "Guarantor"), as well as any other credit, in whatever form or currency, including, without limitation, overdrafts resulting from automatic debit transactions or otherwise, loans, letters of credit and banker's acceptances (including any renewals, extensions or modifications thereof) (hereinafter individually and collectively referred to as "Credit"), and to secure the prompt payment or performance in full when due of (i) any and all obligations of the Cardholder to the Bank arising under the Credit Card Agreement or the Visa Card Account or in connection with any Credit, whether now existing or hereafter created, whether direct, indirect, absolute or contingent, or for principal, interest, charges, fees, expenses or otherwise (including attorneys' fees incurred by the Bank in obtaining the Cardholder's compliance with such obligations and default interest accruing on the obligations); and (ii) any and all obligations of the Cardholder under this Secured Card Collateral Agreement ("this Agreement"), including reasonable attorneys' fees and other costs and expenses incurred by the Bank in exercising its rights and remedies hereunder (all such obligations being collectively referred to herein as the "Obligations"), the Pledgor (as defined below) hereby (jointly and severally if more than one) pledges, assigns and pledges to the Bank, and grants to the Bank a security interest in, all of the Pledgor's right, title and interest in respect of the following (the "Collateral"):

(i) the deposit account or securities account at the Bank (the "Account") identified as the "Pledged Account" in Item IX (Credit Card) of the Account Application and in the confirmation of terms which will be furnished by the Bank to the Cardholder together with the initial Visa credit card(s) (the "Confirmation"); (ii) if the Account is a securities account (including, without limitation, a custody account or a discretionary or non-discretionary investment account), all securities, financial assets, and securities entitlements (as those terms are defined in Article 8 of the Florida Uniform Commercial Code) of the Pledgor held in or through the Account, and all substitutions and additions thereto (it being irrevocably agreed that all property at any time held in the Account shall be treated as financial assets); (iii) if the Account is a deposit account (including, without limitation, a time deposit or a checking account), all cash held in or through the account and all renewals thereof and substitutions and additions thereto; (iv) all certificates and instruments, if any, from time to time representing or evidencing the Account; (v) all interest, dividends, cash, instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in exchange for all or any portion of the Account; and (vi) to the extent not covered by clauses (i) through (v), all proceeds of any or all of the foregoing. For purposes of this Agreement, "Pledgor" means the owner(s) of the Account (whether the Cardholder and/or the Guarantor). The Pledgor agrees that the description of the Account in the Confirmation will apply for all purposes of this Agreement, and that such description is incorporated by reference into this Agreement.

1. Continuing Assignment.

The pledge and assignment embodied in this Agreement (the "Assignment") shall continue in full force and effect during the term of the Credit Card Agreement and the Visa Card Account and until such time as all outstanding Obligations have been fully paid and satisfied. The Bank is irrevocably authorized, without the consent of or notice to the Pledgor, to extend, renew and redeposit automatically the Collateral at the termination of each time period for such term(s) and under such conditions as the Bank deems appropriate, in its sole discretion, until such time as all Obligations to the Bank are repaid in full.

2. Pledgor's Obligations Absolute.

The obligations of the Pledgor under this Agreement shall be absolute and unconditional and shall remain in full force and effect without regard to, and shall not be released, suspended, discharged, terminated or otherwise affected by, any circumstance or occurrence whatsoever, including, without limitation: (a) any change in the terms of the Credit or any of the Obligations; (b) any lack of validity or enforceability of any document evidencing or securing the Credit; (c) any furnishing of additional security to the Bank, or its assignees, or any acceptance thereof

or any release of any security by the Bank or its assignees; or any bankruptcy, insolvency or other like proceeding relating to the Pledgor; (d) any action taken with respect to the Assignment by any trustee or receiver, or by any court, in any such proceeding, whether or not the Pledgor shall have notice or knowledge of any of the foregoing; or (e) any other circumstance which might otherwise constitute a defense available to, or a discharge of, the Pledgor. To the extent that the Pledgor has or hereafter may acquire any immunity from jurisdiction of any court or from any legal process (whether through service or notice, attachment prior to judgment, attachment in aid of execution, execution or otherwise) with respect to the Pledgor or the Pledgor's property, the Pledgor hereby irrevocably waives such immunity in respect of the Pledgor's obligations under this Agreement

3. Representations and Warranties.

The Pledgor represents and warrants to the Bank that: (a) the Pledgor has full power, authority and legal right to assign and pledge the Collateral, and to execute and deliver this Agreement and all ancillary documents necessary to effect the Assignment, and to perform the Pledgor's obligations hereunder; (b) the execution, delivery, and performance by the Pledgor of this Agreement do not violate any law or contractual restriction affecting the Pledgor; (c) the Collateral is free and clear of any lien, security interest or other charge or encumbrance except those created in favor of the Bank by this Agreement; (d) this Agreement creates a valid and perfected, first priority security interest in all of the Collateral securing all of the Obligations; (e) the Pledgor will not create or permit any lien, security interest or other charge or encumbrance upon the Collateral except those in favor of the Bank; (f) the Pledgor has received adequate consideration and equivalent value for executing, delivering and performing this Agreement; (g) the Pledgor is not insolvent and will not become so as a result of the assignment and security interest contemplated by this Agreement; and (h) the Pledgor is not entering into this Agreement with any intent to hinder, delay or defraud any past or future creditor. If the Pledgor is a legal entity, the Pledgor also makes the following additional representations and warranties: (i) that the Pledgor is duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization and any jurisdiction where it transacts business; (ii) that the Pledgor has authorized the execution, delivery and performance of this Agreement, and all other documents required to be delivered by the Pledgor pursuant to this Agreement, by all necessary corporate action; and (iii) that the execution, delivery and performance by the Pledgor of this Agreement do not violate any provision of the Pledgor's organizational documents.

4. Covenants of the Pledgor.

The Pledgor covenants and agrees that (a) the Pledgor will defend the Bank's right, title and security interest in and to the Collateral against the claims and demands of all persons whomsoever; (b) the Pledgor will at all times maintain in the Account an available balance, or financial assets with a market value, at least equal to the credit limit applicable to the Visa Card Account under the Credit Card Agreement (the "Credit Limit"); and (c) any certificates and instruments representing or evidencing any of the Collateral (including, without limitation, any renewals of the Account) shall be placed and kept in the Bank's possession. The Pledgor acknowledges and agrees that, as long as any Obligations remain outstanding or may thereafter arise, the Bank shall have complete control over the Account, including, without limitation, the right to "block" or place a "hold" on the Account (or on any portion of the funds or financial assets therein) so that no amounts can be withdrawn by, or paid or released to or for the account of, the Pledgor or any other party and the right to refuse to follow any instructions given by the Pledgor with respect to the Account. The Pledgor shall take any action requested by the Bank from time to time that may be needed, in the Bank's judgment, to perfect, protect or enforce the Bank's interest created by this Agreement.

5. Events of Default.

Upon the occurrence of (a) any failure of the Cardholder to pay when due any principal, interest or other amount required to be paid under the Visa Card Account or to perform any other obligation set forth in the Credit Card Agreement, (b) any failure of the Cardholder to pay when due any principal, interest or other amount required to be paid or in respect of any other Credit or to perform any other obligation set forth in any document evidencing or relating to such Credit, (c) any failure of the Pledgor to maintain in the Account an available balance, or financial assets with a market value, at least equal to the Credit Limit as required by Section 4 above (including, without limitation, any such failure caused by a decline in the market value of financial assets in the Account), or any

breach by the Pledgor of any other provision of this Agreement, (d) the insolvency of, appointment of a receiver for, or commencement of bankruptcy or similar proceedings by or against the Cardholder (or by or against the Pledgor if the Cardholder and the Pledgor are not the same person), or (e) the occurrence of any default or event of acceleration under the terms of the Credit Card Agreement or under the terms of any document evidencing or relating to any other Credit (any of the foregoing being an "Event of Default"), the Bank shall have the right immediately: (i) to apply the Collateral (including interest thereon), without demand or notice (and regardless of any "early withdrawal penalties" and other penalties and costs, all of which shall be borne by the Pledgor), to the payment of all or any part of the Obligations (including interest thereon) and any costs or other expenses (including reasonable fees and expenses of counsel and of experts and agents and whether such costs and expenses are incurred in connection with litigation, including appeals, or otherwise) incurred by the Bank in connection with the exercise or enforcement of any of the Bank's rights under this Agreement or the failure by the Pledgor to perform or observe any of the provisions of this Agreement, or as may be specified in any of the documents evidencing or relating to any Credit, and in such order of application as the Bank may elect (the Cardholder and the Guarantor remaining liable for any deficiency remaining unpaid after such application); (ii) to transfer the Collateral into the name of the Bank or its nominee and vote any Collateral constituting securities or closely held capital stock; (iii) to sell at public or private sale any or all of the Collateral, which the Bank may purchase free from any right of redemption; and (iv) to exercise any and all other rights and remedies granted to a secured party under the Florida Uniform Commercial Code or granted to the Bank under any other agreement or otherwise available to it at law or in equity. The Pledgor hereby waives notice of the disposition by the Bank of any of the Collateral which is of a type customarily sold on a recognized market; provided that in the event that such notice cannot effectively be waived under applicable law, the Pledgor agrees that notice furnished by the Bank to the Pledgor five (5) days (or more) before such disposition shall constitute legally sufficient and commercially reasonable notice thereof. After deducting its expenses incurred in the sale or collection of the Collateral, the Bank shall apply the proceeds to the Obligations and shall account to the Pledgor for any surplus. The Bank shall not be required to institute or complete any efforts of collection against the Cardholder or the Guarantor, or to take any other action not required by law, before proceeding to exercise the rights and remedies provided for in this Section 5 upon the occurrence of an Event of Default.

6. Set Off.

Nothing in this Agreement shall impair or otherwise affect the Bank's right under any other agreement or applicable law to set off any and all of the Obligations against the Account and any other funds representing the Collateral.

7. Indemnity.

The Pledgor agrees to pay, on demand, all out-of-pocket costs and expenses of the Bank incurred in the preservation, administration and enforcement of this Agreement, including, without limitation, the reasonable fees and disbursements of counsel for the Bank. The Bank shall have no duty as to the collection or protection of the Collateral or any income thereon, or as to the preservation of any rights pertaining thereto, beyond the safe custody of any Collateral in its possession. The Pledgor releases the Bank from any claims, causes of action and demands at any time arising out of or with respect to this Agreement, the Collateral and/or any actions taken or omitted to be taken by the Bank with respect thereto, and the Pledgor hereby agrees to hold the Bank harmless from, and with respect to, any and all such claims, causes of action and demands; provided, however, that the Bank shall be responsible for all actions taken or omitted to be taken which are determined to be the result of gross negligence or willful misconduct on the part of Bank. The Pledgor's obligations under this Section 7 shall survive any termination of this Agreement.

8. Further Assurances.

The Pledgor agrees to execute and deliver to the Bank such additional instruments and other documents and to take such other additional actions as the Bank may reasonably require or deem advisable to effectuate the purposes of this Agreement or to further assure and confirm to the Bank its rights, powers and remedies hereunder. The Pledgor hereby consents and authorizes the Bank, at any time and from time to time, to cause all

or any of the Collateral to be transferred to or registered in the Bank's name or the name of its nominee(s).

9. Power of Attorney.

The Pledgor absolutely and irrevocably constitutes and appoints the Bank (and any authorized employee, officer or agent of the Bank) the Pledgor's true and lawful agent and attorney-in-fact, with full power of substitution, to take the following actions in the name of and on behalf of the Pledgor: (a) execute all such documents and take all such other actions required by this Agreement which the Pledgor has failed to execute or take; (b) take any and all such actions as the Bank may, in its sole discretion, determine to be necessary or advisable to preserve and protect its security interest in the Collateral, or any of the rights, remedies, powers or privileges of the Bank under this Agreement (including the filing of a UCC-1 form financing statement in any jurisdiction); and (c) exercise all or any of the powers, authorities and discretions conferred on or reserved to the Bank by this Agreement, and (without prejudice to the generality of any of the foregoing) to seal and deliver or otherwise perfect any instrument or document of conveyance, agreement or act as the Bank may deem proper in or for the purpose of exercising any of such powers, authorities or discretions. The Pledgor ratifies and confirms, and agrees to ratify and confirm, whatever lawful acts the Bank shall do or purport to do in the exercise of the power of attorney granted to the Bank pursuant to this Section 9, which power of attorney, being given for security and coupled with an interest, is irrevocable. The Bank shall have the right and full power to withdraw monies from the Collateral, to receive, endorse and collect all checks and other orders for the payment of money made payable to the Pledgor representing any interest or dividend or other distribution payable in respect of the Collateral, or any part thereof, and to give full discharge for the same.

10. Termination Release.

Upon termination of the Visa Card Account and the repayment in full of all principal, interest and other amounts payable in respect of the Obligations, the Pledgor shall be entitled to the release of that portion of the Collateral which has not been used or applied toward the payment of such principal, interest and other amounts.

11. Notices.

Any notices required or allowed to be given under this Agreement shall be deemed to have been sufficiently given for all purposes if given in writing and (a) hand delivered or (b) sent by telefax transmission, transmittal confirmed electronically by recorded reported, with hard copy following by deposit in first class mail, first class postage prepaid or (c) sent by Federal Express or other reputable international overnight courier service, fees or charges prepaid, and in each case correctly addressed to the party for whom intended at the address or telefax number for such party specified on the signature page of this Agreement, or at such other address or telefax number as is most recently noticed in accordance with this Section 11.

12. Currency.

Any and all obligations of the Pledgor to make payment under this Agreement shall be satisfied only by payment in U.S. dollars and shall not be discharged or satisfied by any tender or recovery pursuant to any judgment expressed in or converted into any other currency, except to the extent that such tender or recovery results in the effective receipt by the Bank of the full amount of U.S. dollars payable under this Agreement; and the Pledgor shall indemnify the Bank (and the Bank shall have an additional legal claim) for any difference between such full amount and the amount effectively received by the Bank pursuant to any such tender or recovery. The Bank's determination of amounts effectively received by it shall be conclusive.

13. Miscellaneous.

This Agreement shall be binding upon the personal representatives, executors, heirs, successors and assigns of the Pledgor and shall inure to the benefit of and be enforceable by the Bank and its successors and assigns. The failure or delay on the part of the Bank in the exercise of any right hereunder shall not operate as a waiver thereof; nor shall any single or partial exercise of right hereunder or the failure to exercise same in any instance preclude

other or further exercise thereof or the exercise of any other right hereunder. No provision of this Assignment shall be amended, waived or modified except by a writing signed by the Bank. The Pledgor may not assign or delegate any rights or obligations hereunder, and any such purported assignment shall be deemed void. The Bank may assign its rights and delegate its duties hereunder to any financial institution of its choice. The headings in this Agreement are for reference purposes only and shall not limit or define the meaning of any of the provisions of this Agreement. The unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provisions of this Agreement. This Agreement may be executed by the Pledgor and the Bank in separate counterparts, each of which shall be deemed an original and all of which taken together shall constitute one and the same document. All computations and determinations contemplated by this Agreement shall be made by the Bank and, absent manifest error, shall be conclusive and binding on the Pledgor. To the extent they are inconsistent with any provision of this Agreement, any provisions of any account-opening agreement or of any other agreement or document at any time executed by (or delivered by or to) the Pledgor in connection with the opening, maintenance or operation of the Account are subject to and superseded and amended by such provision of this Agreement. This Agreement contains the complete understanding between the Pledgor and the Bank with regard to its subject matter, and it supersedes all other prior or contemporary discussions or understandings concerning such subject matter. To the extent they are inconsistent with any provision of this Agreement, any provisions of any account-opening agreement or of any other agreement or document at any time executed by (or delivered by or to) the Pledgor in connection with the opening, maintenance, or operation of the Account are subject to and superseded and amended by such provision of this Agreement. No ambiguity in any provisions of this Agreement shall be construed against the Bank on the ground that it or its legal counsel drafted this Agreement. The Bank's rights and remedies under this Agreement are in addition to its rights and remedies under the General Account Terms and Conditions, other agreements, and applicable law.

14. Governing Law; Jurisdiction; Jury Waiver.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida. The Pledgor irrevocably: (a) submits to the non-exclusive jurisdiction of the state and federal courts of competent jurisdiction in Miami-Dade County, Florida, in any action or proceeding arising under or relating to this Agreement; (b) agrees that any such action or proceeding brought by the Pledgor shall be commenced in and tried by such courts; (c) waives the defense of an inconvenient forum with respect to any such litigation in any of such courts; (d) waives any objection as to the venue of any such litigation in any of such courts; (e) agrees that nothing in this Section 14 shall limit the Bank's right to sue in the courts of any other jurisdiction; (f) irrevocably consents (without affecting the Bank's right to effect service of process in any other manner permitted by law) to the service of any and all process in any such action or proceeding by the mailing of copies of such process to the Pledgor by certified or registered mail at the Pledgor's address for notices under Section 11 above; (g) waives, to the maximum extent not prohibited by law, any right the Pledgor might have to claim or recover, in any action or proceedings relating to the Collateral or to this Agreement, any exculpatory, punitive or consequential damages; and (h) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. **THE PLEDGOR AND THE BANK EACH WAIVE ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING UNDER OR RELATING TO THIS AGREEMENT OR TO THE COLLATERAL. THIS WAIVER SHALL BE SUBJECT TO NO EXCEPTIONS.**

STRUCTURED DEPOSIT ACCOUNT TERMS AND CONDITIONS

These Structured Deposit Account Terms and Conditions ("Terms and Conditions") apply to structured deposit accounts ("Structured Deposits") to be offered from time to time by the Bank, and the Client agrees to be bound by the Terms and Conditions (as a depositor) if the Client has checked the box in Item VII (Structured Deposit Products) of the Account Application. In addition to these Terms and Conditions, each Structured Deposit will be governed by the terms and conditions of the Term Sheet relating to such Structured Deposit. The Client may obtain from the Bank upon request copies of any Term Sheets for specific Structured Deposits then offered by the Bank. Each Term Sheet will include a set of terms which, when applied as described in these Terms and Conditions, will indicate the basis upon which a Structured Deposit may be established. The Bank reserves the right to change or withdraw any Term Sheet, to add to or discontinue any terms offered with respect to any Structured Deposit, to limit the offer of any Structured Deposit within one or more specified geographical markets, or to discontinue offering Structured Deposits altogether, at any time and without notice. The Client therefore is advised to confirm with the Bank the terms available for a specific Structured Deposit before attempting to establish any such deposit with the Bank.

1. Defined Terms. Certain capitalized terms utilized in these Terms and Conditions shall have the meanings set forth below:

"Advice" means an advice to be delivered by the Bank to a depositor confirming the terms of a specific Structured Deposit.

"Business Day" means any day on which commercial banks are open for business in Miami, Florida and New York City.

"Calculation Agent" means the calculation agent specified on the relevant Term Sheet, or any successor calculation agent appointed by the Bank, whose determinations and calculations shall be binding in the absence of manifest error.

"Deposit Amount" means the principal amount of a specific Structured Deposit.

"Early Withdrawal Date" means the date of any permitted early withdrawal of a Structured Deposit.

"Exchange Business Day" means a day on which all underlying markets relevant to calculating the Return on a specific Structured Deposit are open for trading or would be open but for a Market Disruption Event (as defined in Section 7 below).

"Issue Date" means the date specified on the relevant Term Sheet as the first day of a specific Structured Deposit.

"Maturity Date" means the date specified on the relevant Term Sheet as the maturity date of a specific Structured Deposit.

"Minimum Deposit Amount" means the minimum Deposit Amount for any specific Structured Deposit as specified on the relevant Term Sheet.

"Payment Date" means the date specified in the relevant Term Sheet as the date payment is to be made with respect to a specific Structured Deposit.

"Principal Currency" means the currency in which a Structured Deposit is denominated, as specified on the relevant Term Sheet.

"Return" means an amount, as calculated by the Calculation Agent in accordance with the terms of the relevant Term Sheet, representing the interest payable on a specific Structured Deposit.

“Statistics” means pricing or other data relating to trading on a particular market or exchange, including the level of any index derived from such data.

“Terms and Conditions” means these Structured Deposit Account Terms and Conditions.

“Term Sheet” means the term sheet made available from time to time by the Bank with respect to a specific Structured Deposit.

2. Establishment of a Structured Deposit.

Prospective depositors who have executed these Terms and Conditions and read and understood the relevant Term Sheet may establish a Structured Deposit, subject to the Bank’s acceptance, by submitting funds equal to not less than the Minimum Deposit Amount to The Bank with instructions to establish the Structured Deposit. Within five Business Days after the Bank’s acceptance of a request to establish a Structured Deposit, The Bank will send the depositor an Advice summarizing the final terms of the Structured Deposit. The Bank’s acceptance of any Structured Deposit will be subject to all conditions specified in the relevant Advice and Term Sheet. In the event of any inconsistency, the provisions of the relevant Advice, the relevant Term Sheet, and these Terms and Conditions shall govern, in that order. The Bank reserves the right to refuse to establish any Structured Deposit, and to suspend or discontinue the offering of new Structured Deposits, at any time.

3. Minimum Deposit Amount and Currency.

The Minimum Deposit Amount required for each Structured Deposit and the currency in which the Structured Deposit is denominated are specified on the relevant Term Sheet. No additions may be made to a Structured Deposit after its Issue Date.

4. Delivery of Funds.

Funds in the same currency as that in which the specific Structured Deposit is denominated must be received from depositors by the Bank not later than 3:00 p.m., Eastern Standard time, one Business Day preceding an Issue Date to be eligible for deposit into a specific Structured Deposit with a term beginning on that Issue Date. By prior arrangement with the Bank, funds may be sent to the Bank in currencies other than the currency in which the specific Structured Deposit is denominated, but any such funds must be received by the Bank by 3:00 P.M., Eastern Standard time, three Business Days preceding the Issue Date.

5. Term.

Each Structured Deposit will commence on the Issue Date specified on the relevant Term Sheet and, subject to any right of redemption reserved by the Bank pursuant to the relevant Term Sheet, will terminate either on the Maturity Date specified on the relevant Term Sheet or on an Early Withdrawal Date requested by a depositor and permitted under the terms of the relevant Term Sheet.

6. Repayment of Deposit Amount.

Depending upon the terms of a specific Structured Deposit as set forth on the relevant Term Sheet: (i) repayment of the Deposit Amount of a specific Structured Deposit may be partly or wholly guaranteed by the Bank, and/or (ii) all or a portion of the Deposit Amount may be used by the Bank to purchase an underlying deposit or other instrument (an "Underlying Instrument") to which payment in respect of the Structured Deposit may be linked. In some cases, the Bank’s receipt of payment in respect of an Underlying Instrument may be a precondition to the Bank’s obligation to repay some or all of the Deposit Amount. In other cases, the Bank’s payment obligation with respect to a Structured Deposit may be suspended or otherwise be affected by the imposition of governmental measures or other events that have the effect of prohibiting, preventing, hindering, or delaying the issuer of the

Underlying Instrument from making payment in respect of the Underlying Instrument in accordance with its terms. In the case of a Structured Deposit with respect to which the Bank's obligation to repay some or all of the Deposit Amount is conditioned upon the Bank's receipt of payment in respect of any Underlying Instrument, the Bank's repayment of the Deposit Amount may be delayed beyond the Payment Date (temporarily or permanently) if the Bank does not receive timely payment in respect of such Underlying Instrument, and will be reduced to the extent the Bank does not receive full payment in respect of the Underlying Instrument or incurs costs in collecting any delinquent payment; provided however, that nothing in these Terms and Conditions or any Term Sheet or Advice shall be deemed to impose duties on the Bank to take any action to collect any amounts owing under any Underlying Instrument. In the case of a Structured Deposit in respect of which payment is otherwise linked to an Underlying Instrument, the nature of the link and its effect on the Bank's obligations will be as described on the relevant Term Sheet. The Bank does not guarantee that it will receive payment in respect of any Underlying Instrument the receipt of which payment is a precondition to the Bank's obligation to repay all or any portion of the Deposit Amount of any Structured Deposit, nor does the Bank make any representations or provide any assurances regarding the risks inherent in any other type of link between a Structured Deposit and an Underlying Instrument.

7. Interest.

Subject to Section 6 above, interest payable on a specific Structured Deposit will be equal to the Return as calculated by the Calculation Agent in accordance with the provisions of the relevant Term Sheet. There will be no compounding of interest payable on a Structured Deposit, and no interest will be earned prior to the Issue Date or after the Maturity Date. The Return will be paid at the time(s) and in the manner specified on the relevant Term Sheet. The Depositor will be solely responsible for the payment of any taxes due in respect of a Structured Deposit.

8. Market Disruption Event.

If on any date (a "Determination Date") affecting the determination of the Return on a specific Structured Deposit:

- (a) an underlying securities or commodities exchange or financial market relevant to the calculation of the Return (including any exchange on which options contracts related to any securities or commodities utilized to determine the Return are traded) is closed or there is a suspension, limitation, or disruption in the trading on any such exchange or market of any security or commodity relating to the determination of the Return (by reason of movements in price exceeding limits permitted by the exchange or otherwise), and such closure, suspension, limitation or disruption is determined by the Calculation Agent, in its sole discretion, to be material; or
- (b) Statistics from trading on a relevant exchange or in a relevant financial market are not calculated or announced (each, a "Market Disruption Event"),

then the Calculation Agent shall, in its discretion, be entitled to use the Statistics from the first subsequent Exchange Business Day on which a Market Disruption Event does not occur in determining the Return. If a Market Disruption Event occurs on a Determination Date and continues for five consecutive Exchange Business Days following such Determination Date, the Calculation Agent shall determine in good faith the Statistics which would have prevailed on the Determination Date but for the Market Disruption Event in accordance with market practice and/or procedures used by members of the International Swaps and Derivatives Association, Inc., and shall use such Statistics in determining the Return. If, as a result of a Market Disruption Event, Statistics relating to the determination of the Return cannot be determined on or before the Payment Date, payment in respect of the Structured Deposit will be delayed until the first Business Day following the determination of the Return in accordance with this Section 8. The Calculation Agent's determination as to whether a Market Disruption Event has occurred and as to any Statistics used in determining the Return shall be conclusive and binding upon the depositor, absent manifest error.

9. Adjustments/Potential Adjustments.

If the Calculation Agent determines, in its sole and absolute discretion, that

any of the following events (each, a “Potential Adjustment Event”) has occurred with respect to any security relevant to a determination of the Return on a particular Structured Deposit:

- (a) a subdivision, consolidation, or reclassification of the security, or a free distribution of units of the security to existing holders by way of bonus, capitalization or similar issue;
- (b) a distribution or dividend to existing holders of the security of (i) units of the security or (ii) other share capital or securities granting the right to payment of dividends and/or the proceeds of liquidation of the issuer equally or proportionately with such payments to holders of the security or (iii) securities, rights, or warrants granting the right to a distribution of units of the security or to purchase, subscribe, or receive units of the security, in any case for payment (cash or other) at less than the prevailing market price per unit of the security as determined by the Calculation Agent;
- (c) a call in respect of units of the security that are not fully paid;
- (d) a repurchase of units of the security by its issuer, whether out of profits or capital and whether the consideration for such repurchase is cash, new securities, or otherwise; or
- (e) any other similar event that may have a diluting or concentrative effect on the market value of the affected security;

then the Calculation Agent will determine whether such Potential Adjustment Event has had a diluting or concentrative effect on the market for such security and, if it has, will (acting in a commercially reasonable manner), (a) calculate the corresponding adjustments, if any, to be made to the formula used to calculate the Return, and (b) determine the effective date of such adjustments. The Calculation Agent may (but need not) determine any appropriate adjustment by reference to the adjustment in respect of such Potential Adjustment Event made by any options exchange to options on such security traded on that options exchange.

10. Early Withdrawal.

Early withdrawal of a Structured Deposit shall be permitted only at the Bank’s sole discretion. If the Bank determines in a particular case to allow an early withdrawal upon a depositor’s request, the Bank will provide the depositor with proposed terms upon which the early withdrawal may be accomplished. The Bank may enter into a variety of transactions for its own account in order to hedge or otherwise provide for its repayment obligations in respect of Structured Deposits; accordingly, there will be transactional costs involved in the early withdrawal of a Structured Deposit, which could result in forfeiture of all or a substantial portion of the Return and also possibly a substantial portion of the Deposit Amount. The Bank does not guarantee that any requested early withdrawal of a Structured Deposit will be allowed, and a depositor therefore should be willing and able to commit funds invested in a Structured Deposit until the Maturity Date of the Structured Deposit or such later date, if any, as the Structured Deposit may be repaid in accordance with the terms of these Terms and Conditions and the relevant Term Sheet.

11. Transfer.

Subject to applicable law, including all relevant securities laws, and unless otherwise provided in the relevant Term Sheet or Advice, each depositor shall be entitled to transfer all or any part of a Structured Deposit to a third party. In order to transfer a Structured Deposit, the depositor must deliver a Request for Transfer (in a form to be provided by the Bank and duly executed by the depositor and the proposed transferee) to the Bank at its offices in Miami, Florida, at least five Business Days prior to the proposed effective date of the transfer. If the Request for Transfer has been properly completed and the Bank is satisfied, in its sole and absolute discretion, as to the legality of the transfer, the transferor and transferee will be promptly notified of its acceptance. To effect the transfer, the transferee must then transfer any funds to be paid in respect of such transfer to the Bank, which shall credit the funds for the account of the transferor and amend its records to reflect such transfer.

12. Payments.

If any date on which payment in respect of a Structured Deposit is to be made by the Bank is not a Business Day, such payment will be made on the next succeeding Business Day, and no additional interest will be payable by the Bank as a result of such postponement. If the Maturity Date or any other date on which a calculation relevant to determining the Return is to be made is not an Exchange Business Day, such calculation will be made on the next succeeding Exchange Business Day, any payment relating to such calculation may be postponed the same number of days, and no additional interest will be payable by the Bank as a result of such postponement. All payments of principal and interest by the Bank will be made only in accordance with written instructions provided in writing by the depositor at

least two Business Days prior to a Payment Date, provided that the depositor may only demand payment of a Structured Deposit, and a Structured Deposit will only be payable, at the Bank's offices in Miami, Florida. No interest shall be paid on a Structured Deposit with respect to any period after the Maturity Date or with respect to any period prior to the Issue Date.

13. RISKS.

EXCEPT AS OTHERWISE EXPLICITLY PROVIDED IN A RELEVANT TERM SHEET, STRUCTURED DEPOSITS ARE NOT OBLIGATIONS OF OR GUARANTEED BY ANY ENTITY WITHIN THE THE BANCO SABADELL GROUP, AND ARE NOT INSURED BY THE U.S. FEDERAL DEPOSIT INSURANCE CORPORATION OR ANY OTHER GOVERNMENT ENTITY. DEPENDING UPON THEIR TERMS, SPECIFIC STRUCTURED DEPOSITS ARE SUBJECT TO A VARIETY OF RISKS, INCLUDING IN SOME CASES THE RISK OF LOSS OF PRINCIPAL. FOR SPECIFIC INFORMATION CONCERNING THE RISKS ASSOCIATED WITH ANY PARTICULAR STRUCTURED DEPOSIT, DEPOSITORS SHOULD REFER TO THE RELEVANT TERM SHEET.

14. Compensation.

The depositor acknowledges that the Bank, and in some cases affiliates of the Bank, will receive compensation in connection with the establishment of Structured Deposits. Any depositor who utilizes the custody services of the Bank in connection with any Structured Deposit will be charged customary custody fees by the Bank for such custody services. The depositor may obtain additional details regarding all compensation which may be received by the Bank and its affiliates by contacting the Bank.

15. Indemnification.

The depositor shall indemnify and hold harmless the Bank, its affiliates, and their respective officers, directors, agents, and employees, upon demand, from and against any and all liabilities, damages, losses, costs, and expenses (including reasonable attorneys' fees) which they may incur by reason of any breach of any representations, warranties, or covenants made by the depositor in these Terms and Conditions.

16. Tax Consequences.

Prospective depositors should consult their own tax advisers concerning the income and other tax consequences of owning a specific Structured Deposit.

17. Applicable Law.

Except as otherwise provided in any Term Sheet or Advice, each Structured Deposit, including the terms and conditions thereof as specified in these Terms and Conditions, the relevant Term Sheet, and the relevant Advice, shall be governed by, and construed in accordance with, the laws of the State of Florida.

18. Notices.

All notices to each depositor will be sent by regular first-class mail or telefax to the address or telefax number shown in the records of the Bank for such depositor and shall be deemed given when mailed or transmitted. In the event of joint ownership, notice by or to any joint depositor shall be deemed notice by or to all, and the Bank is

authorized to act on the instructions of any single joint owner (including any surviving joint owner in the case of the death or incapacity of any other joint owner(s)) as though such instructions were given by all joint owners. Notices to the Bank must be sent by regular first-class mail or telefax to Banco de Sabadell S.A., Miami Branch, 2 South Biscayne Blvd, Suite 3301, Miami, FL 33131, telefax no. (305) 400-6770.

19. Statements.

Each depositor will be provided monthly statements reflecting all Structured Deposits maintained by the depositor during the periods covered by such statements. Each such statement will indicate a "valuation" for each Structured Deposit. The valuation indicated will be as of the Maturity Date of the Structured Deposit, based upon market conditions current as of the date of the statement, and assuming no change in such conditions through the Maturity Date. The valuation will NOT reflect the then-current liquidation value of the Structured Deposit, and any liquidation of the Structured Deposit prior to its Maturity Date could result in early withdrawal penalties in accordance with Section 10 of these Terms and Conditions. No statements will be provided to any depositor with respect to any monthly period during which the depositor maintains no Structured Deposits. Information contained in statements shall be deemed conclusive unless disputed by the depositor in writing within 30 days of the date thereof.

20. Representations of Depositor.

Each depositor, by requesting that the Bank establish any particular Structured Deposit, shall be deemed to have acknowledged and represented to the Bank as follows:

- (a) The depositor has received satisfactory responses from the Bank to all of the depositor's questions with respect to the Structured Deposit.
- (b) The Bank has agreed to make available to the depositor any and all information reasonably requested by the depositor to evaluate the risks and merits of the Structured Deposit, including the most recent available financial statements of the Bank and of the issuer of any Underlying Instrument, and that all such information has been provided by the Bank to the depositor.
- (c) The Structured Deposit is an unsecured obligation of the Bank, and no governmental agency (including the Federal Deposit Insurance Corporation) or any third party has insured or guaranteed in any manner the obligations of the Bank under the Structured Deposit (including repayment of all or any part of the Structured Deposit).
- (d) The depositor is a sophisticated investor and has sufficient knowledge and experience in financial and business matters to evaluate the merits and risks of the Structured Deposit and any Underlying Instrument. The depositor has read and understood these Terms and Conditions and the relevant Term Sheet, and has consulted with legal, tax, and/or investment advisers to the extent that the depositor deems necessary to make an informed decision with respect to the Structured Deposit and any Underlying Instrument.
- (e) These Terms and Conditions are binding upon the depositor and are enforceable against the depositor in accordance with their terms.
- (f) The Structured Deposit is being acquired by the depositor for the depositor's own account for investment purposes, and without any present intention of reselling the Structured Deposit.

21. Consent to Jurisdiction; Jury Waiver; Certain Other Waivers.

Each depositor irrevocably submits to the nonexclusive jurisdiction of any state or federal court sitting in Miami-Dade County, Florida in any action or proceeding arising out of or relating to a Structured Deposit (including any relevant Term Sheet or Advice) or these Terms and Conditions, and irrevocably agrees that all claims in respect of

any such action or proceeding may be heard and determined in such courts. In any such action or proceeding, each depositor waives the right to interpose any set-off or counterclaim of any nature or description, waives any objection based on forum non conveniens or venue, and waives any claim for consequential, punitive or special damages. Without affecting the Bank's right to serve legal process in any other matter permitted by applicable law, each depositor irrevocably consents to the service of any and all process in any such action or proceeding by the mailing of copies of such process in the manner specified for notices in Section 18 above. Each depositor also agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any jurisdiction by suit on the judgment or in any other manner provided by law. **IN ANY SUCH ACTION OR PROCEEDING, EACH DEPOSITOR AND THE BANK VOLUNTARILY WAIVE ANY RIGHT WHICH SUCH DEPOSITOR OR THE BANK MAY HAVE TO A TRIAL BY JURY.**

THE CLIENT HAS READ AND UNDERSTOOD THE FOREGOING TERMS AND CONDITIONS AND AGREES TO BE BOUND BY SUCH TERMS AND CONDITIONS AND THE PROVISIONS SET FORTH IN THE RELEVANT TERM SHEET AND ADVICE IN CONNECTION WITH ANY STRUCTURED DEPOSIT ESTABLISHED BY THE CLIENT WITH THE BANK.