

**General Terms and Conditions**

Welcome to WTC INTERNATIONAL BANK CORP. (the "Bank"). This Contract (as defined below) establishes the terms and conditions related to the Account (as defined below), the products and services that the Bank provides to it. In addition, the Account Holder (the "Depositor") may receive other documents containing statements applicable to the Account that will also form part of this Contract.

The Depositor, and the persons authorized for the Account mobilization must comply with all the rules established in this Contract. When the Depositor is mentioned in this document, it is understood that it includes both the Account holder and the persons registered as Authorized Signees (as defined below).

This Contract, its appendixes and annexes will contain the following information: Privacy Policy, and other related documents (hereinafter, jointly called the "Contract"), which contain the provisions related to the operation of the Account, its rights and responsibilities, as well as provisions on additional services that the Depositor can sign with the Bank.

This Contract is also published in the website of the Bank ([www.wtcintlbank.com](http://www.wtcintlbank.com)) through which the Depositor may have access to it, its terms and conditions, in order to know the information about the Account or products that the Depositor holds with the Bank. The Depositor approves the terms and conditions set forth herein when the Depositor opens an Account with the Bank or when he / she signs other products with the Bank.

The Depositor acknowledges and accepts that the terms, charges and conditions applicable to the Account are those determined by the Bank and are subject to change without prior notice and at the discretion of the Bank, subject to the provisions of the applicable laws and regulations.

**Applicable Law**

Pursuant to the provisions of this Contract, the Bank may only accept deposits from foreign persons, as said term is defined by Law No. 273 of September 25, 2012, amended and known as the Regulatory Law of the International Financial Center. Pursuant to the provisions of said Act, the Bank may not accept deposits from natural persons residing in Puerto Rico or legal entities organized under the Laws of Puerto Rico or whose principal place of business is located in Puerto Rico. In all matters not superseded by federal law, the law of the Commonwealth of Puerto Rico will apply.

This Contract, as well as any of the rights or obligations stipulated in it, cannot be assigned by the Depositor without the written consent of the Bank.

**Information to Third Parties**

The Depositor expressly authorizes the Bank to disclose information about his / her accounts or about the transfers made by it in the following cases: a) to confirm the existence and condition of his / her accounts to credit reporting agencies or deposit account reporting agencies, or subsidiaries and affiliates of the Bank; b) to comply with orders issued by the courts or by government agencies; c) when necessary to complete or process any transaction or transfer; d) when the Depositor authorizes it in writing, e) when necessary in the ordinary course of business of the Bank.

In addition, as established in the Regulations promulgated by the Federal Reserve System of the United States of America, the Bank may disclose information with the following three exceptions: a) service providers and agreements marketing, b) processors or services related to transactions and c) other areas such as legal, judicial, security and credit reporting agencies. For more details, the Depositor can refer to the Privacy Policy of the Bank.

The Depositor agrees that he / she will not carry out publicity or announcement in which the name of the Bank appears, in relation to the services offered under this Contract in any of its provisions, unless he / she has obtained prior authorization from the Bank in writing.

**Depositor Identification Program (CIP) of the "USA Patriot Act"**

Federal Law of the United States of America requires financial institutions to obtain, collect and maintain records of the information that identifies each person who establishes an account at the institution. This is for the purpose of helping the Government of the United States of America and its territories to avoid terrorist financing and money laundering or money laundering activities. This means that, due to the opening of an Account, the Depositor must inform the Bank of his / her name, address, date of birth, and other information that allows him / her full identification. Said procedure will be applied both in the opening of a deposit Account, as in any other type of account, credit request or other product or service that is requested from the Bank. The Bank also has the right to request the presentation of sufficient identification documents, to its satisfaction, such as a driver's license, identity card and / or passport and that of his / her attorney or other identification documents. For all these reasons, the Bank reserves, among other things, the power to require any document pertinent to the identity of the Account holder and / or the origin of

the funds.

**Definition of Terms**

The following terms used in the text of this Contract will have the described / detailed meaning:

- a. **Activity** - means any action that results in an increase or decrease in the funds underlying a certificate or card, other than the imposition of a fee, or an adjustment due to an error or reversal of a previous transaction
- b. **Service charge** - means the additional cost made to the Account and which constitutes the fees of the Bank to maintain the Account and / or process the operations of the Depositor.
- c. **Consumer** - is a natural person who has an Account mainly for personal, family or domestic purposes, or to whom the Account is offered. The term does not include accounts maintained by a natural person on behalf of another in a professional capacity or accounts maintained by individuals as sole proprietors.
- d. **Client** - is a consumer who has a client relationship with a financial institution. This relationship is continuous between a consumer and a financial institution whereby the institution provides one or more financial products or services to the consumer that will be used primarily for personal, family or household purposes. A customer relationship can be established when a consumer engages in one of the following activities with a financial institution:
  - i. Maintains a deposit or investment account
  - ii. Gets a loan
  - iii. Enters into a personal property lease
  - iv. Obtains financial, investment or financial support services for a fee
- e. **Account**: means the deposit account opened through the account opening request.
- f. **Savings Account** means a demand deposit that generates profitability through interest payments and allows the Depositor to make a restricted number of debits and credits in a month, as determined by the Bank.
- g. **Designated Account**: means one or more of the accounts opened through the Contract or Account opening request.
- h. **Fixed Term**: means a fixed term Account whose particular characteristics are defined in this Contract.
- i. **Non-public personal data** - is any financial information that is personally identifiable and not publicly available, including information that:
  - i. A consumer provides a financial institution to obtain a financial product or service from the institution
  - ii. The results of a transaction between the consumer and the institution that involves a financial product or service
  - iii. A financial institution otherwise obtains on a consumer in connection with the provision of a financial product or service.
- j. **Depositor**: means each and every one of the persons designated to carry out transactions to the Account or person or entity or both.
- k. **Access Device** - is a card, code or other means of access to a Account of the consumer or a combination of these used by the consumer to initiate electronic transfers or EFT's. Access devices include debit cards, personal identification numbers (PINs), telephone transfers, telephone bill payment codes, and other means to initiate an EFT to, or from a consumer or customer account. Access devices do not include any of the following:
  - i. magnetic tape or other devices used internally by a financial institution to initiate electronic transfers
  - ii. a check or eraser used to capture the MICR (magnetic ink character recognition) encoding or routing, account and serial numbers to initiate a one-time ACH debit
- l. **Cash**: means legal tender currency of the United States of America.
- m. **Effect**: means check, money order, bill of exchange or document that represents a game that affects the Account.
- n. **Business Day**: the Bank will be open for banking operations on those days and during those hours when the Board of Directors of the Bank agrees. All days of the year are business days except Saturdays, Sundays and holidays in the United States of America and Puerto Rico.
- o. **Federal**: means United States of America.
- p. **Local**: means from Puerto Rico.
- q. **Recipient**: person or entity that authorizes the Depositor in writing to originate transactions to his Account.
- r. **Annual Rate of Return**: is a percentage that reflects the total amount of interest paid on an account, based on the interest rate and the frequency of composition for a period of 365 days or a period of 366 days during leap years
- s. **Electronic Funds Transfers (EFT)** - is a transfer of funds initiated through an electronic terminal, telephone, computer (including online banking) or magnetic tape in order to order, instrument or authorize a financial institution to debit or credit the account of a consumer or customer. EFTs include, but are not limited to, Point of Sale Transfers (POS); automatic bank transfers (ATM); direct deposits or withdrawals of funds; transfers initiated by phone; and transfers resulting from



debit card transactions, whether initiated or not through an electronic terminal.

- t. **Preauthorized Funds Transfers:** is an EFT authorized in advance to be repeated at substantially regular intervals.
- u. **Unauthorized Electronic Funds Transfers:** is an EFT from a consumer or customer account initiated by a person other than the consumer with no authority to initiate the transfer and from which the consumer receives no benefit. This does not include an EFT initiated in any of the following ways:
  - i. by a person who obtained the device to access the Account by the consumer, unless the consumer has notified the financial institution that transfers by that person are no longer authorized.
  - ii. with the fraudulent intention of the consumer or of any person acting in concert with the consumer; or,
  - iii. by the financial institution or its employee.
- v. The term 'additional signer', when used in this Contract means each individual who has an authorized signature, by means of a signature record, with the same withdrawal and deposit rights that the main signer has in the Account, but subject in each case to the applicable limitations according to the type of Account and the Account Management Conditions established in the application for account opening and additional signer registration

#### Account Purpose

- a. The Account will be used exclusively for personal, family or household purposes, and not for commercial or business purposes. The Bank may, at its option, cancel and close the Account, without incurring any liability, if it becomes aware or suspects that it is being used for commercial purposes.
- b. The Depositor agrees to use the Account and the services described below for legitimate purposes and in accordance with the terms of this Contract, the applicable laws and regulations, including the laws and regulations on prevention of money laundering.
- c. In accordance with the provisions of the Unlawful Internet Gambling Enforcement Act of 2006 and the GG Regulation adopted under the same by the Federal Reserve System of the United States of America, prohibits the acceptance of payments knowingly that is in relation to the participation of someone else in illegal internet gambling. "Restricted transactions", as said term is defined in the aforementioned Law and Regulations, are prohibited, so the Bank will not process this type of transaction in or through the Account. "Restricted transactions" include, without limitation, credit transactions, electronic funds transfers, checks or money orders related to illegal Internet betting and gambling accepted by a person.

#### PREVENTION AND DETECTION OF CASES OF FINANCIAL EXPLOITATION TO PERSONS OF ADVANCED AGE OR WITH IMPEDIMENTS

The Depositor authorizes the Bank to disclose, in cases of possible financial exploitation, information about his / her Account, such as name, address, who signs the Account and evidence of pattern of transactions. Said information will only be disclosed to the agencies concerned for the handling of this type of cases.

#### AMENDMENTS TO THE CONTRACT

The Bank reserves the right to modify, amend, revoke or alter this Contract, any of the appendixes and any of the rates applicable to the services offered. Any change made to this Contract, unless another term is provided for a particular situation contained in this Contract, will take effect thirty (30) days from the date on which it is notified to the Depositor. Such notification, unless the current regulations stipulate another form of shipping, will be made by email to the address notified by the Client at the time of Account opening. In addition, the Bank will publish the most recent and current version of said Contract online through the website of the Bank [www.wtcintbank.com](http://www.wtcintbank.com).

#### Section I. General Provisions

##### 1. ACCOUNT OPENING REQUEST

To open an Account in the Bank, the Depositor must, among other things, complete an Application for Account Opening and registration of signatures of the persons authorized to carry out transactions in the Account. The signature of the Depositor and other authorized persons whose signatures are registered, whether by means of a signature card or electronic signature, will become Authorized Signatures on the Account.

- 1. The Account will be subject to applicable laws and regulations, as well as Bank regulations that are in force at that time and those that are adopted in the future. The terms, charges and conditions applicable to the Accounts will be those that the Bank determines from at the time, subject to the provisions of the applicable laws and regulations.
- 2. The Bank may make available to the Depositor proof of deposits, requests for suspension of payment and other formats and documents necessary for the management and operation of the Account. The Bank will not accept any document or instrument other than the Account Format (as defined below) regarding any transaction related to the Account, unless at the discretion of the Bank and by confirmation from one of its officers, instructions are accepted by written communications.

##### 2. DECLARATION OF THE DEPOSITOR

The Depositor represents and guarantees that during the term of this Contract, he / she will not carry out business or transactions directly or indirectly with any, person or country, commercial entity or nonprofit or religious entity identified in the published and / or administered lists by the Office of Foreign Assets Control (OFAC). If the Bank suspects or becomes aware that transactions are being carried out in the Account by or for the direct or indirect benefit of a person or entity identified in the aforementioned lists, it will proceed to reject or cancel the transaction, to freeze the funds subject to the same and / or to take any other course of action required by the laws and regulations administered by OFAC. If necessary, the Bank may request additional information from the client regarding its transactions to faithfully comply with requirements of OFAC.

##### 3. ACCOUNTS OPENED OUTSIDE PUERTO RICO

The Bank is an International Financial Entity (EFI) incorporated under the laws of the Commonwealth of Puerto Rico, under registration number fifty-two (52). The opening of accounts outside the premises of the office will be conditioned to the fulfillment of all the regulatory and operational requirements established by the Bank for the opening of accounts. In the event that a client prospect does not comply with said requirements, the Bank, at its discretion, may refuse to open the account. Likewise, the depositor may not require the bank adviser to accept cash deposits. In any case, the depositor must make his / her deposits through an electronic funds transfer or deposit in checks, or whatever the case may be.

##### 4. AUTHORIZED SIGNATURES

- 1. The Depositor agrees that only those persons whose signatures are duly registered in the corresponding documents and / or forms may carry out transactions in the Account. Said persons must comply with the procedure established by the Bank for the registration of authorized signatures and submit any information and / or documents that the Bank deems necessary.
- 2. The Depositor and the persons whose signatures have been authorized acknowledge and accept that they are jointly and severally liable to the Bank for any charge or obligation incurred in the Account.
- 3. For purposes of this Contract, the person(s) or authorized signature(s) shall be understood as the one(s) whose name(s) and signature(s) appear at the end of this Contract, and / or in the registry of signatures, or whose name(s) and signature(s) appear in those contracts and / or documents that the Depositor, from time to time, at his / her option, subscribes ("Authorized Signatures"). Provided that, in accordance with the foregoing, the Authorized Signees shall be empowered to mobilize the Account, endorse to deposit the Account, make withdrawals against it, deposit to credit the Account, rotate or issue instruments, give instructions to carry out charges to the Account and to exercise, in addition, all the powers and rights of a Depositor in a joint Account, as set forth in this Contract. The Depositor exonerates the Bank from any responsibility for withdrawals, charges and / or movements of funds made in this way against the Account, as well as for deposits and credits to it.
- 4. Any withdrawal of funds must bear the signature of the Depositor or the Authorized Signatures, as applicable and the payments made by the Bank by reason of the same will be valid without the Bank having to carry out any investigation regarding the use or management of funds, The Bank may, at its option, pay or refuse to pay such withdrawals, and / or require written confirmation from the Account holder, as it deems appropriate. In the absence of specific instructions on this matter, the Bank may pay any delivery that has at least one Authorized Signature.
- 5. Depositor will indemnify and hold the Bank harmless from any loss, liability, cost, or expense, including reasonable attorney fees, incurred by the Bank as a result of, or coming from payment of any instrument bearing the signature of any Authorized Signees.
- 6. The Bank may decide at its discretion to accept any effect drawn up or endorsed by an Authorized Signee, even if the signature on it does not exactly correspond to the signature duly registered in the signature card of the Account opening document. However, the Bank is not obliged to accept any effect drawn on or endorsed by an Authorized Signee unless the signature corresponds to the signature duly registered in the signature card of the Account.
- 7. Any change or modification to nullify the authorization of a person or Authorized Signatures in the Account, will be notified to the Bank by means of a certification, sworn statement and / or any other document required by the Bank, signed by the Depositor of the Account. Notification of changes or modifications to Authorized Signees must be made within a reasonable period of time that allows the Bank to take the pertinent measures to the modification or change. Lack of timely and reasonable notification will imply a resignation by the Depositor of any claims against the Bank.
- 8. The Depositor agrees that, after the Bank receives written notification of any modification of the Authorized Signatures of the Account, including the change or revocation of Authorized Signatures for a period of not less than three (3) business days, the Bank will continue to be authorized to accept any effect that includes the signature of any of the above authorized in the Account. However, the Bank will not be obliged to accept changes to the Authorized Signatures of the Account until the Bank has received the signature registration duly completed and signed by all the new Authorized Signees of the Account, together with that information and all documents in respect to the identity of said persons that the Bank considers pertinent. In the event that the Depositor requests a change in the Account Depositor or a change with respect to any of the Authorized Signees, the Bank will have discretion to demand the closing of the Account and the opening of a new Account.
- 9. You agree to register your signature again if it varies significantly from the signature registered in the files of the Bank. You relieve the Bank of any responsibility for non-payment of orders and releases that the Bank refuses to pay because the signature is different from the one registered in the signature card.



## 5. ACCOUNTS IDENTIFICATIONS NUMBER

When establishing the Account, the Bank will assign to it a unique identification number that the Depositor agrees to include in all the bills drawn or deposited, as well as in all the deposit slips and in any communication related to the Account. The Bank will not assume responsibility for errors when the Depositor does not indicate the number assigned to the Account or enter an incorrect account number.

## 6. REQUIRED BALANCES

Information on the balances required by each of the deposit accounts under this Contract appears in the respective Accounts Disclosures. In cases that compensatory balances are required, such balances will be reported at the moment of opening the Account, where it mentions that the Bank may, at its sole discretion, modify such required balances, which will be notified in the disclosures that will be published through the website at [www.wtcintbank.com](http://www.wtcintbank.com), or by written communication, or both, to the Depositor.

## 7. EFFECTIVE DATE OF TRANSACTIONS

The transactions in the Account will be reflected and will be effective on the business days and hours of operation of the Bank. Transactions received on non-business days or after hours will be considered received and actionable the next business day. The days and hours of operation are published on our website at [www.wtcintbank.com](http://www.wtcintbank.com) and they are subject to change, from time to time, at the discretion of the Bank. Online Banking services will be available for use 24 hours a day throughout the year, subject to the availability of communications and the terms of use of these services.

## 8. WARRANTY

The Depositor acknowledges and accepts that all the funds in the Account are taxed to guarantee the payment of all the present and future obligations that the Depositor may contract with the Bank. Consequently, the Depositor assigns, delivers and guarantees the Bank all the funds in the Account and in any other deposit Account in the Bank, and therefore agrees to execute, complete and deliver the instruments or documents that the Bank may require in order to maintain said guarantee interest. The assignment, pledge, movable lien and guarantee interest will continue in full validity and effect until the obligations have been paid in full. Deposits and other assets that the Depositor has in the Bank will be taxed up to the limit of the debt, if any, that the latter maintains with the Bank or any of its affiliates. Any amount of money that the Depositor owes to the Bank will be considered a recognized debt and, as such, will be recoverable in any court with competent jurisdiction.

## 9. STATEMENT OF ACCOUNT

The Statements of Account will be available to the Depositors under the following conditions:

1. The Bank will issue monthly statements of account detailing all activity on the Account, through such means as the Bank may determine from time to time, including, but not limited to, electronic or technological means, such as electronic mail or through the Bank in line. Each statement of Account will be considered available, updated and received by the Depositor on the date it is made available to him / her through online banking.
2. The Depositor will be responsible for carefully reviewing the periodic statement of Account sent by the Bank, or placed at its command, and all the accompanying documents. Except in the case of electronic transfers, the Depositor will have a period of thirty (30) calendar days from the receipt of the statement of Account or from the time it became available for review or notify the Bank in writing of any alteration to a(the) check (s), falsifying of signature, error, irregularity in any payment, unauthorized transactions, omitted transactions, or any transaction indicated in the statement of Account or evidenced in any of the documents sent with the statement of Account. Failure of notification of the Depositor within said term will imply a resignation by the Depositor of any claim against the Bank.
3. In any case of claim, the Bank reserves the right to request any document or sworn statement that is necessary, including an apostille of an official document and at the Bank's discretion to process it in accordance with the Laws of the Commonwealth of Puerto Rico, the Depositor must follow the steps defined in Appendix A - Electronic Transfers of Funds, of this Contract.
4. The Bank will initiate an internal investigation process to determine whether or not the claimed transaction or error is an authorized transaction. The Bank shall inform the Depositor in writing of the result of the investigation and the determination of the Bank regarding the claim presented.
5. The Depositor may request at any time to the Bank a statement of Account different from the statement of Account ordinarily issued by the Bank. In these cases, the Bank will charge the Depositor a commission for the issue of said Statements of Account.
6. The Bank may, from time to time, modify the statements of Account and may, for these purposes, use any technological information means that is implemented for its issue.

## 10. DEPOSIT AND WITHDRAWALS

1. All the effects that are not payable by the Bank are received by the Bank as an agent of the Depositor only to be transported or transmitted, at the risk of the Depositor, without any responsibility to the Bank, sent directly or by circuit through our correspondents subject to the regulations of these ones, and any regulations of the Compensation Chamber (Clearing House) applicable to the Bank, which the Depositor expressly accepts, or sent directly to the drawee, drawee or paying agent to obtain in any case his / her payment in cash, credit to the sending bank, or draft or certification of the drawee, the drawee, the paying bank or any other bank, all without responsibility for the Bank, for the insolvency, negligence, illegal conduct, error or default of another bank or person, or for the loss or destruction of an effect that is in the possession of another or

in transit.

2. For term deposits, partial withdrawals are not allowed before the Account maturity date. The Account will be automatically renewed under the terms and conditions prevailing on the renewal date. If the Depositor cancels the Account prior to its maturity date, it may result in the imposition of a penalty for premature withdrawal.
3. The Depositor may carry out transactions or mobilizations charged to the Account using forms or printed documents of the Bank, or by written instructions. The Depositor must write, clearly and legibly, his / her name, Account number, date of the deposit and the amount of the deposit. Whenever there is missing information in the form or written instruction or when the name of the Depositor and / or the number (s) of the Account indicated in the form, communication or written instruction do not exactly match with those assigned, or when it is reasonable to conclude that the information written on the form, communication or written instruction is partially or totally illegible, or when the information does not match with that provided in the execution of this Contract, or when the Account is opened, the Bank may stop crediting the Account with the value of the deposit until it determines with certainty any of those mentioned points. The Depositor releases the Bank from any liability for deposits not credited to the Account due to the aforementioned reasons.
4. It will not be considered that the Bank has received any document, mailed or delivered to any of its duly selected affiliates, branches or subsidiaries or duly selected correspondents, if any, until the Bank has actually received the documents at its offices during bank business hours. Deposits received after 2:00 pm Atlantic Standard Time, during banking business hours, will be credited to the Account at the close of the day on which the deposit was received. Deposits received after the closing of the bank will be considered as received on the following business day.
5. The Bank reserves the right not to accept deposits in the Account, as well as to require identifications, signature verifications or other legal documents, as well as to carry out those procedures that the Bank considers necessary and appropriate before making effective a drawn instrument or transaction against the Account.
6. The Depositor and / or the Authorized Signee(s) may withdraw or charge against the Account up to the total balance in the Account, as said balance is available at that time. The balance reflected in the records of the Bank will represent prima facie evidence of the balance due to the Depositor.
7. The Bank will not be obliged to allow withdrawals from the Account when there are no funds available to cover the amount of the withdrawal, or when said funds guarantee obligations of the Depositor with the Bank.
8. The Bank will have no obligation to allow withdrawals or transfers of funds pending collection. "Funds Pending Collection" will be those deposits that are not made using cash.
9. All payments or charges made, and / or any amount delivered to any of the persons who are Authorized Signees on the Account will be valid against the Depositor, and the Bank will not assume any responsibility for said payment. Any Authorized Signee in the Account will be presumed to be empowered by the Depositor to make withdrawals of funds and any other transactions, and the Bank will have no responsibility for such withdrawals and transactions.
10. The Bank will not be responsible in any case for falsification or fraudulent signatures in written instructions, nor when the Depositor has been negligent in the custody of the documents related to the Account.
11. Any transaction received for deposit or collection in the Account or changed in cash by the Depositor on non-collectible documents, will be held against the Account until the final payment of said transaction is received in cash, or by means of an unconditional credit acceptable to the Bank. The Bank may reject any transfer, withdrawal on the Account, or make the payment on any document drawn on the Account against the funds thus maintained for collection.
12. In those cases of deposited transactions, for which the Bank did not effectively receive the funds, ("final payment"), or these were returned for any reason, the Bank, at any time and without prior notification, is authorized to charge the amount of the transactions returned against the Account of the Depositor in the Bank.
13. The Bank will have discretion to grant provisional credit for the transactions deposited in the Account until the effective receipt of the funds. In this case, the Depositor may use said funds from the Account at any time before the final payment receipt of the deposited document. The provisional credit will be past due and will be immediately payable by the Depositor to the Bank. In the event that the Bank does not receive the final payment of the transaction for which provisional credit has been granted, the Bank will have the right to charge the Account the amount of said document and collect it directly from the Depositor or from any account of the Deposit with the Bank. In such case, the Depositor must pay the Bank interest on the amount of the credit, as well as the costs and expenses for collection, including reasonable fees of the attorney, all of which may be charged directly to any Account of the Depositor with the Bank.
14. At the discretion of the Bank, the transactions received for deposit or collection that are returned or unpaid, or that are not accepted, may be sent by mail to the last address of the Depositor that appears in the records of the Bank, unless the Account is subject to instructions of the Depositor requiring them to be held by the Bank, in which case said documents will be retained by the Bank.
15. The Depositor agrees and accepts that the Bank has established periods of blocking funds by provision of Federal Law and others at the discretion of the Bank, regarding availability of deposited effects. During periods of blocking funds, the Depositor may not sign against items that are not payable in the Bank itself.
16. The Bank will not be responsible for transactions that cannot be completed because the funds are subject to legal claims or similar restrictions, including deposit holds or exception hold based on Regulation CC, Funds Availability Act. The Bank will also not be responsible for delays that occur due to errors made by the Depositor, or that were



attributable to him / her, such as errors in the identification of the Depositor or the Account, errors in the transfer request, deposit slips or non-compliance with the requirements established for the different transactions in the Account.

17. The Bank assumes no responsibility for the acts, omissions or negligence of selected correspondents, agents or subagents to whom it entrusts the collection of the effects, nor assumes any responsibility for the loss of the values in transit. The Bank, as well as its correspondents, agents or subagents, may send the instruments or effects directly or indirectly to any bank, including the bank drawn, and may accept the bank draft, or credit that it opens or grants as conditional payment in substitution of cash, without liability to the Depositor for any loss that may arise due to accepting payment in such a way.
18. The Bank shall be authorized to charge against the Account any sum of money that the Depositor or any of the Authorized Signees owe to the Bank for loans, overdrafts, bad checks or any other debt or obligation that at present exists or may be contracted in the future. If any debit is charge for the aforementioned items, the Bank will not incur in any responsibility for the return of checks or other instruments due to insufficient funds resulting from such charges in the Account.
19. The Bank is authorized to resign on behalf of the Depositor(s), the demand for payment, notice of maturity and / or non-payment and protest of all and any effects that it receives to the collection, or as part of the deposits of the Depositor.
20. The Bank will have discretion to agree and accept the appointment by the Depositor of a proxy to mobilize the Account. Any instrument or document by which the Depositor intends to constitute the granting of a power of attorney or other authorization to any other person must be made in a document acceptable to the Bank and valid according to the Laws of the Commonwealth of Puerto Rico. Said proxy must submit any documentation and / or information about him / her and his / her business that the Bank requires. The Bank is not obliged to recognize the powers of any attorney who has not submitted the aforementioned documentation to the satisfaction of the Bank.
21. Deposits may be made through wire transfers or electronic funds transfers or by any other method the Bank provides. The Bank will not be responsible for your deposits until it becomes aware of its receipt. Deposits will be received subject to the provisions of the applicable Laws of the United States of America and the Commonwealth of Puerto Rico, and the policies adopted by the Board of Directors of the Bank.
22. In all deposit accounts, upon receipt of a deposit, the receiver will verify all the effects that may be presented to the Bank to deposit in the Account by the central processing unit assigned by the Bank for such purposes and the deposit will be duly adjusted in case of errors.
23. Deposits of funds in checking accounts will be available in accordance with the funds availability regulations of the Federal Reserve System, as they are described in the Fund Availability Policy, Appendix B of this Contract and as periodically published by the Bank. The Depositor may not issue payment orders against uncollected funds and the Bank reserves its right to refuse payment of orders drawn against such uncollected funds.
24. Deposits will be considered received by the Bank according to the following rules:
  1. Deposits made via funds transfer will be considered received next business day.
  2. In the event that the Bank receives for deposit money in currencies or denominations other than the legal tender of the United States of America, it will proceed with the conversion of the currency at the rate prevailing for that date in the market of the plaza. The Bank is authorized to collect and debit from your Account the charges on behalf of third parties that may have incurred for the conversion of the currency.

#### 11. WITHHOLDING OF FUNDS

1. The Depositor agrees that the Bank, through regulations, and in compliance with the CC Regulations promulgated by the Federal Reserve System of the United States of America, establishes retention periods during which it will not be possible to draw against items that are not payable by the Bank itself. These retention periods are established to ensure that the period provided in the applicable regulations to return the effects has expired. The Bank may accept effects as the collection agent of the Depositor, in the case of effects deposited in current accounts, it will make the product of these effects available in accordance with the collection policy of the Bank in effect from time to time and in the case of savings accounts, according with the internal regulations of the Bank.
2. The retention period will apply to all deposits of any kind, unless specific instructions are given by the Depositor and accepted by the Bank in writing, or the Bank notifies the Depositor that the particular item will be presented for direct collection to the drawee, or any other way and not through a Clearing House, in which case the funds will be credited and available only when they are finally collected by the Bank and the corresponding charges are made by the collection management.
3. If the Bank receives an appointment, summons, order, interdiction, embargo, lien, or notification (hereinafter referred to as the "judge requirement") which in the opinion of the Bank affects the funds deposited in the Account, the Bank may, at its own discretion and without incurring in any responsibility, refuse to comply with payment or withdrawal orders in the Account, withholding the balance in it until the judge requirement has been arranged to the satisfaction of the Bank. The Depositor agrees to reimburse the Bank for the charge that it establishes from time to time and / or all the expenses that it incurs for reasons of the judge requirement, as soon as it is notified by the Bank.

#### 12. SCHEDULED TRANSFERS

1. By signing and submitting the application form for scheduled transfers, the Depositor accepts the following terms and conditions for handling such transfers with the Bank. The Depositor unconditionally authorizes the Bank to debit his / her Account through

any other means authorized by the Bank and accepted by the Depositor, the registered value corresponding to the periodic payments determined by the Depositor.

2. The Depositor agrees to have sufficient funds in his / her Accounts, or to keep the availability of space, in each case, to cover the amount invoiced on the day of collection. The Bank is authorized to deliver the debited sum to the recipient of the payment designated by the Depositor.
3. The Bank does not assume any responsibility in the event that the Account is a joint Account, and the request is not signed by all the holders. The Bank will charge the invoiced value to the accounts, as long as it does not imply lowering the minimum balance required by The Bank.
4. Likewise, the Bank may debit the Account on a different date than the one indicated in those cases in which the Bank has any technical or operational inconvenience that does not allow debiting the Account opportunistically.
5. The Depositor accepts as proof of the operations carried out the records, tapes, online account statements, or any voucher that originates the authorizations given by the Depositor in the Bank or third parties beneficiaries of the collection.
6. The Depositor must immediately notify the Bank in writing of any change of address, telephone number or any other information registered in the application, as well as any other news, modification or withdrawal of service, via email to the following address [customerservice@wtcintbank.com](mailto:customerservice@wtcintbank.com).
7. The Depositor may cancel the authorization of scheduled transfers by written communication addressed to the Bank, with ten (10) business days prior to the date on which it will be effective. The Bank will not be responsible for automatic payment, if the counter-order is not presented in the indicated manner.
8. The Bank will inform the amounts debited, through the status of your Account and will only attend claims for situations attributable to it, within a maximum period of forty-five (45) days from the payment or debit.
9. If the Depositor does not have sufficient space or funds to cover the amount to be debited, the Bank will not charge the invoiced value, unless he / she has authorized credit facilities at the interest rates, terms and other conditions effective at the time it is granted.
10. The Bank will not assume any responsibility towards the Depositor when there are inconsistencies when loading the Account such as: canceled account, paid account, seized account, check in the process of collection, deceased Account holder, or any other problem that does not allow the transfer value to be charged as scheduled. Neither will it be responsible for transactions that cannot be carried out due to line or congestion problems, majeure problems, fortuitous event or any other circumstance not attributable to the Bank.
11. The Bank may cancel, limit or add these terms and conditions at any time, by giving a notice to the Depositor in this regard by any means. If the Depositor announces the modification, does not express in writing his / her decision to exclude himself / herself from this service, or continues to execute it, it will be understood that he / she unconditionally accepts the introduced modifications.
12. The suspension, limitation or cancellation of the service by the Bank will not generate any claim of liability or damage in favor of the Depositor. The present service is of term. The Bank will charge the commissions that it fixes for service registration, successful transaction, unsuccessful transaction and collection of the message, which will be informed to the Depositor through the means established by the Bank.

#### 13. OVERDRAFT AND RETURN OF RELEASES

1. The Bank, at its sole option, may pay an order or effect creating an overdraft on the Account, being understood that the payment of one or more overdrafts will not force the Bank to pay later overdrafts.
2. The Bank will determine at any time, between the receipt time of the release and the deadline established by the Bank for this release; if the Account has available funds to pay a release. If this determination reflects that there are not enough funds in the Account to pay the release of an effect or drawn effects, the Bank will not be obliged to pay it, and may return it. The Bank will not be obliged to send the Account holder a notice prior to the delivery of the releases returned for insufficient funds.
3. In the event that the Bank chooses to pay a release or payment order in the absence of sufficient funds in the Account, the Depositor will pay the Bank the resulting overdraft fee and will also pay any corresponding surcharges for said concept, as permitted by the law or regulation, from the date the overdraft is originated until the full payment is made.
4. The Bank may pay releases issued against the Accounts, even though the payment of the release in particular may produce insufficient funds to pay other releases that could have been paid otherwise.
5. The Bank may make up for overdrafts in an indistinct account or joint account against funds deposited in any of its accounts, whether indistinct or joint. For the purpose of providing funds to pay an effect presented for payment on an account, the Bank will have discretion, and the Depositor so authorizes, to transfer funds from other Depositor accounts and / or credit cards of the Depositor to another account of the Depositor, whether said accounts, whether joint or individual, demand deposit account or term deposit account, without this being understood that in the absence of a written agreement on the contrary with the Depositor, the Bank is obliged to do so.
6. Transactions that may generate overdraft fees are electronic transactions.
7. If the balance in the Account is insufficient to pay an effect or effects drawn by the Depositor or the Authorized Firms, the Bank will not have to pay said instruments and the Depositor agrees to pay a service charge for the processing and return of the instruments due to insufficient funds.

#### 14. RESPONSIBILITY LIMITS

1. The Bank will not be obliged to accept, and will not be responsible for not accepting, any





payment or transfer order. The Bank will not be responsible for failures, delays, errors, claims or damages in the execution or fulfillment of any transfer caused by failure or negligence of any other bank or party, nor will the Bank be responsible for any other cause beyond the control of the Bank. The Bank will make all reasonable efforts to ensure compliance with its obligations under this service and resolve problems that may arise with payment orders or transfers. However, the Bank will not be responsible for damages or inconveniences of any nature that the Depositor may suffer, if the Bank proceeds in accordance with the instructions given by the Depositor.

2. The Bank will not be responsible for any payment of special, indirect, punitive or exemplary damages, or losses that the Depositor may incur or suffer due to the actions or omission of the Bank in connection with a transfer of funds.
3. The Bank will not be responsible for the breach of any provision of this Contract, if it is caused partially or totally by circumstances beyond the control and responsibility of the Bank, including, but not limited to: fire, accidents, suspension of electric power service, mechanical failures in the equipment used to provide services, negligence of another financial institution, any other action or restriction of any government, terrorism, failures in communications, restrictions in currency and communication systems, explosions, floods, hurricanes, any case fortuitous or forced situation, strikes, wars, work stoppages, blocks, or any other similar circumstance or Act of God.
4. The Bank will not be responsible for transactions that cannot be completed because the funds are subject to legal claims or similar restrictions. The Bank will also not be responsible for delays that occur due to errors made by or attributable to the Depositor, such as: errors in the identification of the Depositor or the Account, errors in requesting funds transfers or written instructions or deposit flyers or failure to comply with the requirements established for the different transactions in the Account.
5. The rights of the Bank under this Contract will be understood as cumulative, instead of being mutually exclusive, and therefore the choice of a right of the Bank will not affect or limit any other right or remedy within the reach of the Bank.
6. The Depositor agrees to defend, indemnify, and release the Bank, as well as its directors, officers, employees, and agents, from any and all claims, damages, sentences, penalties, costs, and expenses (including those expenses and attorney fees) that may result from the Bank having acted in accordance with the clauses of this Contract and having exercised the rights and prerogatives that this Contract grants.

#### 15. FRAUDULENT EFFECTS

The Depositor agrees that in case the Bank pays or honors an effect which the Depositor claims is altered or falsified, or that the signature of the one who draws, or the endorser is falsified, the Depositor will present the Bank with a Sworn Declaration before a public notary with an apostille, as necessary, for such purposes. The Bank will not be obliged to consider the claim of the Depositor, until such declaration is received. In case of falsification or alteration of fraudulent checks, the Bank reserves the right to attribute said negligence or willful act to the Depositor.

#### 16. INACTIVE ACCOUNTS AND UNCLAIMED ACCOUNTS

1. The Accounts will be considered inactive if:
  - a. The account remains without activity or movement for a period of 365 days, from day one (1) of the last movement or activity.
  - b. Accounts classified as inactive will be subject to the inactivity commissions valid in the account rate, in addition to any other charges applicable to the Account.
  - c. Inactive Accounts will accrue interest corresponding to the type of Account in reference.
  - d. The Bank reserves the right to withhold any payment, withdraw or transfer from the inactive Account until the Bank, in its sole discretion and complete satisfaction, can re-establish contact with the Depositor of the inactive Account.
2. The Account will be considered abandoned and unclaimed if:
  - a. The Account holder has not carried out negotiations, transactions and / or business with his / her Account for a period of five (5) years.
  - b. Five (5) years have elapsed since maturity, without the Depositor having claimed or expressed in writing his / her interest in them.
  - c. The Account is maintained without movement or communication by the Depositor and with collection of commissions.
3. All accounts that for a continuous period of five (5) years, have no activity of deposits, withdrawals or payments, are subject to the provisions of the Commonwealth of Puerto Rico Banking Act, Act No. 55 of May 12, 1033, as amended, which requires accounts in these conditions to be reported to the Office of the Commissioner of Financial Institutions, to be published twice in a newspaper of general circulation in Puerto Rico and on the Internet page [www.wtcintbank.com](http://www.wtcintbank.com) and subsequently remitted to the Office of the Commissioner. The cost of these publications will be discounted from the balance of each published Account in proportion to their individual balance.

#### 17. TERMINATION OF THE ACCOUNT

The Bank, with this Contract, hereby reserves the right, at its discretion, to discontinue or limit transactions for the Account services, to reject additional deposits or withdrawals, or to process any transaction or terminate the relationship with the Account at any time. In the event that the Account is closed, the Bank will notify the Depositor by the means established by the Bank and will require the withdrawal of the Account balance within the term of five (5) calendar days counted from the notification of the closure; after deducting the respective charges, the Depositor will be responsible for the charges and transactions initiated before the effective closing of the Account.

The Bank may cancel the Account and deliver or make available to the Depositor, the monies deposited, in the following events:

1. If the Depositor does not comply with any of the obligations established for the management of the electronic means and services provided by the Bank or the systems of which it is part or otherwise does not comply with the guidelines for the management of electronic means and services established by the Bank in its WTC International Bank Electronic Banking Conditions, and its Terms of Use or informed to the Depositor from time to time.
2. If you do not properly keep the personal identification codes or handle your Account insecurely.
3. If the Depositor provides false, incomplete or unverifiable information for any product or service offered by the Bank, for not updating the information and documentation in accordance with the law or for refusing to update or document the existing information when the Bank requires it.
4. If the Bank has indications or has a reasonable basis to believe that the Depositor carries out operations with the intent of hiding, managing, investing or taking advantage of money derived from illegal activities.
5. If the Depositor carries out operations that, in accordance with the mechanisms and criteria internally established by the Bank, are suspicious, in accordance with the provisions in the legal regulations tending to avoid money laundering or terrorist financing.
6. If the Depositor makes deposits, transfers, etc., in circumstances, values and nature that do not correspond to his activity.
7. If the Depositor at any time keeps in the Account a balance below the minimum limit established by the product, for a period of time of one hundred eighty (180) continuous calendar days.
8. If the Depositor at any time keeps the Account with a balance of zero (0) for more than sixty (60) continuous calendar days.
9. When any other event occurs that goes against the correct management of the Account, to the detriment of the Bank, the financial system or the public, in general.
10. The Bank may refrain from explaining to the Depositor the reasons why his account is canceled, without prejudice to his duty to inform the relevant authorities.
11. From the moment of cancellation, the Depositor is obliged to cover at the request of the Bank any balance owed in its favor that the accounting books of the Bank throw. In the event that credits are reflected in favor of the Depositor, the Bank will proceed with the delivery of the corresponding balance according to its books. In the case of a deposit on which an assessment has been established, or a precautionary measure has been decreed, the Bank will not proceed to close this, requested by the Depositor, until such limitation disappears.
12. The Account may be considered closed at the discretion of the Bank, when the Depositor withdraws the full balance thereof and, after such act, notifies the Bank in writing of its intention to close the Account, or in the absence of such notification, if the account reflects zero balance on the day your statement of Account is cut.

#### 19. POWER AND RIGHTS OF THE BANK

1. The Bank is authorized to debit against the Account that the Depositor and the Authorized Firms keep in the Bank or in its affiliates, any amount of money that they owe to the Bank for credits, including loans, promissory notes, overdrafts, or any other debt or any obligation that currently exists or may be contracted in the future with the Bank and / or any of its affiliates. If any debit is made for the aforementioned items, the Bank will not incur in any liability due to insufficient funds resulting from such charges in the Account.
2. Through this Contract, the Bank is authorized to resign on behalf of the Depositor (s), of payment demands, notices of maturity and / or non-payment and rejects of all and any effects that it receives to the collection, or as part of deposits of the Depositor.

#### 20. DEPOSIT INSURANCE

The Depositor acknowledges and agrees that the bank is not an FDIC insured depository institution. As such, the Depositor also acknowledges that the deposits available through the Bank are not insured by the Federal Deposit Insurance Corporation (FDIC), that they are not deposits or other obligations of any other financial institution, and that they are not guaranteed by any other financial institution, and that they involve investment risk, including the possible loss of capital.

#### 21. NOTIFICATION AND NOTICES

1. All referrals, statements of Accounts, documents, notices, written communications or documents that the Bank must give to the Depositor in relation to the Account, shall be considered to have been delivered to the Depositors of the Account when sending them via email, public or private mails from the United States of America, as authorized by the Depositor, to any of the depositing persons or entities to the last known address of the Depositor.
2. The Depositor agrees to notify the Bank in writing, with reasonable promptness, of any change in his / her postal address, address and email. In the absence of such notification, any correspondence sent to the last electronic or physical address, as appropriate, reflected in the files of the Bank, will be understood to have been done correctly. The Depositor agrees and accepts that the Bank will not incur in any responsibility for the loss of correspondence or documents sent to him / her as a result of not complying with the requirement of immediate notification in case of change of address.
3. The notice of change of address of the Depositor will be considered effective when it is delivered in writing and received by a duly authorized official of the Bank, during a Bank business day. Changes of address that come from people who do not participate in the Account of the Depositor will not be valid, or in those cases in which the client cannot be validated or identified with the identification process established by the Bank.

**22. EMBARGOS**

1. The Depositor agrees and acknowledges that upon the completion of an order or requirement of freezing issued by a court or competent government authority (including without limitation the Department of the Treasury of the Commonwealth of Puerto Rico and the Federal Internal Revenue Service), the Bank may be obliged to one or more of the following actions: (1) freeze; (2) deliver; or, (3) freeze and then deliver the funds at the time the filing is presented to the Bank, according to the terms of the order or embargo requirement, which will be those not taxed by the debts of the Depositor and / or the Authorized Firms with the Bank at the time of said processing. The freezing and / or delivery of said funds will be carried out according to the terms of the order or embargo requirement and without the need to issue prior notification to the Depositor.
2. The Bank will have no obligation to challenge, dispute, or question the terms of an order or request for freezing or to allege any defense that the Depositor may have against the person or entity promoting the order or request for freezing. The Bank will strictly comply with the terms of any order or embargo request until it is served with a relief, or a resolution issued by the court or authority that issued the order or embargo request, rendering it ineffective. The presentation to the Bank of evidence of the payment of the debt or discharge of the obligation that gave rise to the embargo order or requirement will not be sufficient for the Bank to cancel the embargo or freezing of funds.
3. If the embargo order or requirement is issued against the funds of any of the holders of an indistinct Account or of a joint account, the Bank will proceed with the freezing and / or delivery of the funds according to the terms of the order or requirement, without need to make any determination on the ownership of the funds or the origin of the order or requirement.
4. If a legal action is filed against the Account, the Bank may refuse to pay a release against the Account until the claim is resolved. The Bank will not be liable to you for any amount paid due to the embargo order, even if payment against the Account originates insufficient funds.
5. The Depositor accepts and agrees that any cause of action that arises or derives from this Contract will prescribe if he / she does not exercise it or is claimed within a year of its occurrence.
6. Any embargo, pledge or lien against the Account is subordinated to the rights of compensation and guaranteed interest of the Bank.
7. If the Bank incurs in any expenses, including without limitation, attorney fees and expenses not reimbursed to respond to the legal action, it may charge these expenses to the Account without the need of prior notification. The Depositor agrees to reimburse the Bank for the embargo execution charge that it establishes from time to time and / or all the expenses that it incurs by reason of the judicial requirement as soon as he / she is notified by the Bank.
8. The rights of the Depositor under this Contract may not be assigned or transferred.

**23. SEPARABILITY**

In the event that one or more of the provisions of this Contract are declared invalid, illegal or that are not executable in any way, the remaining provisions of the same will remain in fully effective and will be interpreted as if the provisions that are invalid, illegal or not executable never formed part of this Contract.

**24. OTHER LEGAL ACTIONS**

1. The Account will be subject to applicable laws and regulations, as well as Bank regulations that are valid from time to time and that are adopted in the future.
2. In the event that the Bank is notified or receives any process, citation, notification, order, requirement, execution, limitation, interrogation, embargo, assessment or other legal process, or any form of claims that in the discretion of the Bank affects or may affect the Account, the Bank will have discretion, without incurring in any liability to the Depositor, to withhold payment, withdrawal or transfer of funds from the Account until the claim or process is annulled or terminated to the satisfaction of the Bank.
3. With respect to the previous paragraph, the Bank will have no obligation to notify the Depositor of a process regarding any Account of the latter in the Bank. The Bank may charge the Account of the Depositor, without his / her prior notice or consent, any expense, cost, including reasonable fees of attorney (and legal appeal fees), that the Bank may incur for responding to or complying with any process in relation with the Depositor or any Account with the Bank.
4. This Contract and all the inherent ones related and / or derivative documents thereof shall be governed and interpreted in accordance with the laws of the Commonwealth of Puerto Rico. The Depositor agrees to submit to the jurisdiction and competence of the forum chosen by the Bank and expressly resigns to object to the selection of the forum based on lack of convenience or competence. The Depositor resigns at any right he / she has to trial by jury in any action or procedure to exercise or defend his / her rights under, or in any way related to this Contract.

**25. INTERPRETATION**

1. In this Contract the use of the singular mode will include the plural; the use of plural mode will include the singular; and the use of pronouns of any gender will include the others.
2. The section headings and clauses in this document are included for reference and convenience and will not constitute any part of this Contract.

**Section II. Types of Accounts**

The Accounts may be established as individual accounts, indistinct accounts or joint accounts.

**1. INDIVIDUAL**

The individual Account includes a single holder in the Account.

**2. JOINT**

The indistinct Account includes two or more holders or Depositors. The deposited funds are the property of both or more Depositors who become, individually, joint creditors of the Bank, with individual rights to deposit and withdraw funds from the Account. For this reason, each one authorizes the other(s) one to endorse releases, transfers, withdrawals, orders and other documents evidencing payment obligations and / or charges against the Account. The funds deposited in an Indistinct Account are the property of both or more holders, who become joint creditors of the Bank, for which reason the latter may respond for all of the funds to any of the holders. The Depositor agrees that any notification sent by the Bank to one or any of the holders of an indistinct Account will be considered valid to all the others.

**3. DEATH OF DEPOSITOR**

1. In the event of the death of the Depositor, the heirs and / or persons authorized to mobilize the Account will immediately notify the Bank. The Bank will encrypt the Account and freeze the existing funds in it, in compliance with the applicable law until the survivors take the corresponding legal steps in the country of residence. They shall also carry out the corresponding legal steps of the Commonwealth of Puerto Rico, including those related to contributions, estate matters and donations as required by the Secretary of the Treasury of the Commonwealth of Puerto Rico. The funds will not be released until compliance with the legal requirements for transferring assets are met in accordance with the law of the Commonwealth of Puerto Rico. The Depositor will be solely responsible for the fees necessary, as well as to obtain representation, to process the estate claim in the Commonwealth of Puerto Rico.
2. All legal fees will be carried out by the account holder.
3. The Bank will not be liable to successors or heirs or to any third parties, for the execution of improper or fraudulent instructions given on the Account by Authorized Persons (as defined below), agents, or legal representatives. The Bank will have no current or potential liability for inheritance tax, gift tax or similar tax under the laws of any jurisdiction that may be applicable.

**4. PLEDGE OF ACCOUNTS**

1. In the case of Accounts with indistinct signatures, the Depositors agree that any of them, without the consent, knowledge or competition of the other Depositors, may assign in guarantee, pawn, or pledge all or part of the deposited funds and those to be deposited in the future in the joint account, to guarantee the Bank loans granted to any of the Depositors and exonerate the Bank from all responsibility for the withdrawals of funds made in this form from the Account.
2. In the case of Accounts with joint signatures, the consent of all Depositors will be necessary to transfer in guarantee, pawn or pledge all or part of the funds deposited or those to be deposited in the future in the Account to guarantee the Bank loans granted to any of the Depositors.

**Section III. Specific and Complementary Provisions****1. Terms and Conditions**

The Depositor may access his / her statement of Account at any time through the website of the Bank. At the request of the Depositor, the Bank may send a statement of Account to the last known electronic address of the latter, which will have an additional cost, and will be included in the disclosure of service charges.

**2. Current Accounts**

The Bank will have the printing of all the formats and documents necessary for the management and operation of the Account (the "Account Format"). All transactions must be made using the Account Format. However, the Bank will have the choice to accept documents or instruments other than the Account Format regarding a transaction related to any Account.

**1. Deposits and Withdrawals**

At the discretion of the Bank, documents received for deposit that are returned unpaid or that are not accepted may be mailed to the last address of the Depositor listed in the records of the Bank.

- a. The Depositor and / or the Authorized Signees may make debits against the Account up to the total balance available in the Account, provided that a withdrawal of funds that reduces the Account balance to less than the minimum daily balance required will imply, to the discretion of the Bank, the closure of the Account prior to the corresponding charge for violating the minimum balance requirement, if any.
- b. The Bank will notify the Depositor of the neglect of any effect presented for collection, as required by applicable legislation and regulations.
- c. The Depositor is responsible for the security and confidentiality of the Account.
- d. The failure of the Depositor to:
  - i. Failure to immediately inform the Bank of the theft, loss or material alteration of an instrument or instructions or the existence of unauthorized signatures therein will constitute negligence and will exonerate the Bank of any obligation for any payment or transfer of the Account that will result from said loss or theft of an unauthorized signature therein,



or an alteration of said instrument or other document.

#### Section IV. Applicable Terms and Conditions to the Fund Transfer Service (Wire Transfer)

The following provisions will apply to wire transfers of funds that you make or receive through the funds transfer service of the Bank.

##### A. Payment Orders

###### 1. Authorization

1. When requesting a transfer of funds ("Payment Order" or "Transfer"), you authorize the Bank to debit from your Account the amount to be transferred, a service charge in accordance with the rates in effect at the time of the request, and any other expense incurred by the Bank in connection with the origination, amendment or termination of a request for transfer of funds. The Bank will not look for the funds in another account that is not the one specified in the request.
2. You authorize the Bank to transfer funds from the Account with the authorization of the designated signatories to initiate and confirm transfers, according to the signature registry, in accordance with the security procedure selected to originate requests. Notification of change to the registry of signatures does not obligate the Bank until written notice of the change has been received and the Bank has had reasonable time to implement it.
3. In addition to instructions issued through a Payment Order or Transfer, the Depositor may subscribe to the Scheduled Account Transfer Service. The Depositor can subscribe by completing the registration form, where he / she will give specific information about the accounts he / she wants to include in this service.

###### 2. Instructions to the Bank

1. Any Payment or Transfer Order of the Depositor required or permitted according to the provisions of this Contract, which is received until the cut-off time of the day as notified by the Bank, will be processed the same day it is received.
2. If the Payment or Transfer Order of the Depositor is received after that time or on any non-business day, it will be processed on the next business day.

###### 3. Authorized Persons.

1. Any person who has an authorized signature on any Account will be considered an "Authorized Person" for the purposes of Section IV.
2. The Depositor will be responsible for keeping a list of Authorized Persons and other instructions up to date. Any changes in relation to the Authorized Persons, and any other orders given to the Bank, must be made by the Depositor only by means of a written notification to the Bank and such changes will be effective no earlier than ten (10) calendar days from the date of the notification.

###### 4. Insufficient Funds

1. If the Bank receives a Payment or Transfer Order and the Designated Account does not have sufficient funds to cover said order, the Bank may refrain from processing the Payment or Transfer Order. In addition, the Bank may charge a service fee associated with insufficient funds in the Account. The Bank will not be liable to the Depositor for failure to process a transfer due to insufficient funds.

###### 5. Amendments or Suspension

1. The Bank is not obliged to accept or make any amendment or cancellation of any Payment or Transfer Order sent to the Bank, and on any occasion may condition its acceptance or action by:
  - a. Receipt of reasonable information from the Depositor identifying the original Payment Order or Transfer that is to be amended or canceled.
  - b. Receipt of a compensation or bond agreement or other value acceptable to the Bank, according to which the Bank will be made up or compensated for all losses, expenses (including attorney fees) and other obligations that may result from the execution of the amendment or cancellation of the Payment or Transfer Order.
  - c. Receipt of the request for amendment or cancellation no later than the closing of operations (as established by the Bank from time to time) on the business day prior to the day on which the Payment Order or Original Transfer are to be executed or paid. The Depositor will be bound by the amendment or cancellation of the Payment or Transfer Order to the same extent that he / she would have been required by the sending of the Payment or Transfer Order under Section IV, 1 of this Contract.

2. The Depositor may suspend a Payment or Transfer Order using the channels established by the Bank or informing in writing to [customerservice@wtcintbank.com](mailto:customerservice@wtcintbank.com). The suspension order must be received by the Bank at least three (3) business days before the date indicated for the transfer. The suspension order will have the effect of suspending the scheduled transfer for a single month, unless confirmation is received from the Depositor within fourteen (14) days following the suspension order that it is permanent.

###### 6. Closing of Operations

1. Payment or Transfer Orders, amendments or cancellations must be communicated to the Bank during the hours of operation when the Bank is open for the receipt, processing and transmission of Payment or Transfer Orders, amendments and cancellations according to the schedule of operations established by the Bank from time to time. Payment or Transfer Orders, amendments or cancellations received after said closing hours of operations will be considered as received the following business day for the purpose of transferring funds.

2. In the case of Payment or Variable Transfer Orders, the Depositor will give instructions on the exact amount and date on which they will be made. This notification must be made at least three (3) business days before the date on which it must be made. Otherwise, the Bank is not responsible or guarantees that the transfer can be made before that date.
3. The Depositor acknowledges that some of the scheduled transfers may vary during the term and effectiveness of the transfer service. If a change in the amount of the scheduled transfer occurs, it is expressly agreed that the Depositor will be forced to notify the adjustment in the transfer and the effective date thereof by means of a Payment Order or Scheduled Transfer (the "Payment Order or Revised Scheduled Transfer") that specifies the new terms of the transfer. This Revised Scheduled Payment Order or Transfer must be made within a reasonable time, in such a way that the effective date of the adjustment is processed before the date designated in the registration record to affect the transfer. The adjustment in the transfer will not be effective until the Bank receives and processes the notification of change. The Bank will not be responsible for discrepancies in fixed transfers made before receiving and processing the change notification described above.

###### 7. Security Procedures

1. You agree to use the security procedure agreed in Annex 1 - Security Procedures in Fund Transfers that is part of this Contract. You expressly acknowledge and agree that the procedure you choose is a commercially reasonable one and that it is tailored to your particular circumstances. You acknowledge that this procedure is designed to detect unauthorized payment orders, not to detect errors in the instruction content. You agree to be responsible for the transfer, even if you have not authorized it, if the Bank accepts the payment order in accordance with the established security procedure.

###### 8. Selection of Beneficiary Bank; Discrepancy between Names and Numbers

1. When placing the Payment Order, you must select a financial institution ("Beneficiary Bank") to receive the transfer. You may instruct the Beneficiary Bank to credit the funds to an account or to retain the funds for the beneficiary.
2. The Beneficiary Bank will be responsible for following its instructions and for informing the beneficiary when the funds will be available. If the Depositor identifies the beneficiary, the beneficiary bank or intermediary bank by means of an account number, or by means of a number and name, the intermediary bank and the beneficiary bank may be guided by the indicated number and are not obliged to verify that the number of accounts belonging to the beneficiary of the transfer.
3. The Depositor acknowledges that any loss or delay caused by the lack of precision in the identification will be his / her responsibility and not of the Bank.

###### 9. Selection of Intermediary Bank

1. The Bank may select an intermediary bank or transfer system that it considers appropriate under the circumstances to deliver the funds to the beneficiary, including but not limited to, Fedwire, SWIFT or Telex, and must operate according to the policies and procedures of each one of the respective systems.
2. The Depositor orders the Bank to use a particular intermediary bank or fund transfer system, through which the payment order will be transmitted, the Depositor assumes all risks for failure or non-payment of the intermediary bank, and all risks loss caused by the use of the ordered medium.

###### 10. Conversion to Foreign Currency

1. When the Depositor so requests, the Bank will convert the funds into the currency of the destination country at the exchange at the effective rate on the date of execution of the order. The Bank cannot guarantee that the beneficiary receives the funds in the currency of the United States of America even if the Depositor so requests. The bank of the beneficiary may charge a currency conversion fee. The actual amount the beneficiary receives could be reduced by applying the beneficiary charges of his / her bank, including currency exchange charges. The Bank will not be responsible for the conversion rate applied by the receiving bank.
2. Transfers in foreign currency could be executed within the next two (2) business days for transfer of funds after the Bank receives the request. If the Bank would be obliged to restate funds that have been converted into foreign currency, such restitution will be made based on the exchange rate prevailing on the restitution date, after deducting the expenses incurred.

###### 11. Charges

1. The amount of the funds, both in international transfers and within the United States of America, could be reduced by the charges of the issuing bank and correspondent bank, including those of the Bank.

###### 12. Claims

1. The Depositor shall notify the Bank of any error, delay or other problem with a transfer of funds within thirty (30) days following the date of receipt of the notification of the execution of the transfer or of the Account statement in which it is reported, the transfer, whichever comes first.
2. In case of error or delay due to the Bank, the sole responsibility of the Bank will be to reimburse the amounts stipulated by the applicable law. In no case will the Bank be responsible for indirect or incidental damages related to said transfer. If the Depositor does not notify the Bank of any claim regarding the transfer of funds within the year following the date of receipt of the notification of execution of the transfer or of the state in which the transfer is reported, whichever occurs first, all claims will be void under applicable law.

###### 13. Delays or Failure to Execute Transfers



1. In general, the Bank will carry out the transfers of funds by electronic means, although it may accomplish so by other means. The Bank is not responsible, except to the extent required by applicable law, for delays or failure in sending funds due to circumstances beyond its control, such as (but not limited to): conflicts with laws or applicable regulations, government action, national emergencies, labor conflicts, fire, catastrophes, fortuitous cause, force majeure, inclement weather, equipment failures, war, failures in electricity, communications or means of transportation.
2. The Bank will not be responsible before the Depositor for delays or failure to execute the transfer of funds due to acts or omissions of the intermediary bank or beneficiary.

#### 14. Cancellation or Amendment to a Transfer

1. If the Depositor decides to cancel or amend the payment order, he / she may only do so if the Bank receives his / her instructions before he / she has sent the funds and provided it has sufficient time to comply with his / her instructions. Generally, after the Bank has sent the funds, the Depositor will not be able to cancel or amend the payment order, unless the beneficiary bank accepts the request.
2. The Bank or the beneficiary bank, or both, may impose a charge for cancellation or amendment of the transfer. The Bank will not be responsible for any loss resulting from the failure of the beneficiary bank in the cancellation or amendment in the transfer of funds.

#### 15. Rejection of a Transfer Request

1. The Bank reserves itself the right to reject any request for transfer of funds. The Bank is not obliged to accept a request, in whole or in part, and may delay acceptance of any request if:
  - a. The requested transfer exceeds the funds collected and available in the Designated Account.
  - b. It does not agree with the Security Procedures.
  - c. It is not duly authorized.
  - d. Information required by the Bank is duly provided.
  - e. The Depositor does not comply with this Contract.
  - f. It is impractical or impossible to accept.
  - g. The Bank understands that it does not comply with any applicable law provision.

#### 16. Cut-off Time

1. If the Bank receives the funds transfer request at or after 2:00 pm Atlantic Standard Time, on business days, the request may not be processed until the next business day for funds transfer.

#### B. Receipt of Transfers

##### 1. Authorization

1. You authorize the Bank to credit to your account all Payment Orders for transfer of funds received pursuant to this Contract.

##### 2. Inconsistent Account Name and Number

1. If a Payment Order received by the Bank identifies a beneficiary or bank of the beneficiary only with an identification number, the Depositor instructs the Bank to proceed only with that number to identify the beneficiary or the bank, without carrying out no other inquiry.
2. If the request identifies the beneficiary or bank of the beneficiary by means of the name and Account number, the Bank may only proceed by the number as appropriate identification, even if the number is related to a name different from the name of the person or bank identified for the name.
3. The Bank would also have the option of returning the transfer to the sending bank. You agree that the Bank will not be responsible for any delay arising from the attempt of the Bank to reconcile the inconsistencies between the name and the account number, or to investigate in case of suspicion of irregularities.

##### 3. Payments to the Bank / Charges

1. The amount of the funds, both in international transfers and within the United States, could be reduced by the charges of the issuing bank and correspondent bank.
2. The Bank will deduct from any transaction that receives the applicable fees, the Depositor can access his electronic statement of Account to consult all movements. And this will notify each time the Bank debits or credits your Account for a funds transfer transaction.
3. You will be required to refund the Bank the amount of the funds transfer if you receive a credit in error. Likewise, you will be responsible for the expenses caused by the omission of the identifiers of the beneficiary bank and for the charges billed by the selected correspondent bank.

##### 4. Transfers Received in Foreign Currency

1. The Bank will convert the funds to US dollars at the prevailing exchange rate in the Bank on the day of acceptance. This rate includes a commission for the conversion service.

##### 5. Acceptance of Transfers

1. The Bank will have no responsibility to accept a funds transfer received for your benefit.
2. The Bank is not obliged to provide a notification of acceptance of any transfer.
3. The Bank will pay the Account of the beneficiary of an accepted transfer on the date of payment of the order, if it is received before the deadline of one business day for transfer of funds, or the next business day for transfer of funds.

#### 6. Provisional Payment of Received Transfers

1. The credit provided by the Bank for the transferred funds is provisional until the Bank receives the final payment in the amount of the transfer.
2. If the Bank does not receive the payment, you agree to reimburse the Bank for the amount of the transfer.
3. An unaccepted payment order is cancelled by law at the close of the fifth (5th) business day for transfer of funds.

#### 7. Statements of Account

1. All funds' transfers will be reflected in your periodic bank statement of Account.
2. If you understand that the funds transfer is incorrect or need more information about a funds transfer, you must notify the Bank upon discovering an error, in writing or via email, no later than thirty (30) days after receiving the first notice or statement of Account that has the discrepancy, whichever comes first.

#### C. Annexes Related to the Fund Transfer Services

The following annexes, once completed and signed, will form an integral part of this Contract:

Annex 1 - Security Procedures for Fund Transfers

Annex 2 - Transfer / Payment Sending Request

#### ANNEX 1 - SECURITY PROCEDURE

This security procedure only applies to manual transfer requests.

1. All Payment Orders must be delivered or sent in writing to the Bank with the proper Authorized Signatures, either in original, in person, by facsimile transmission or by email.
2. The Payment Order must have at least the signature of one of the Authorized Firms, or the number or combination of authorized signatures registered in said Account.
3. The Bank will confirm the payment instruction by return telephone call ("Telephone Confirmation") with any of the holders registered as an authorized signature on the deposit Account.
4. The Depositor acknowledges and accepts that even in the cases whereby his / her instructions more than one authorized signature or combination of authorized signatures is required to process a transaction, the payment order verification process will only involve a telephone call to one of the persons who, to the satisfaction of the bank, can be identified as an Authorized Signature in the Account of the Depositor.
5. The Depositor acknowledges and accepts that until the Bank does not obtain confirmation by telephone from one of the Authorized Firms, it will not process the Payment Order. The Bank will make at least three attempts to make telephone calls in a period of three business days, to the Authorized Firms registered in the Account, to confirm the Payment Order that has not been received in person. The Depositor acknowledges and accepts that if it does not obtain confirmation from one of the Authorized Firms in one of the three (3) telephone verification attempts provided by this security process, the Bank will not process or execute the Payment Order and the instruction will be cancelled.
6. If the Depositor is subscribed to the "Online Banking" system and / or another electronic banking service provided by the Bank that allows the Payment Orders to be initiated to (through the internet or by other computerized or automated means) in any case, the "System", and he / she has signed and delivered to the Bank the applicable contract form for such services, the Payment orders made through the System will be given in accordance with the clauses of the Service Contract and complying with the procedures that the Bank establishes periodically for the use of the System.
7. If the Depositor sends an instruction to WTC using one of its electronic banking services, it is generally the safest way to initiate a transfer. If you sent a transfer instruction to WTC using one of its electronic banking services (after registering to obtain this and the other electronic banking services), WTC helps protect the information of the Depositor by requesting a user ID, password and other number personal identification WTC also protects information using encryption and firewall-protected computer servers to prevent unauthorized access to its networks. When the Depositor conducts sensitive electronic banking transactions, such as fund transfers, WTC will occasionally ask additional questions to verify identity or request other authorization codes that may be selected by the Depositor or assigned to the Depositor by WTC (including any code assigned to used only once in connection with such instruction), in order to verify that such instruction is authorized.
8. In the event that there is more than one owner in the Account, a profile can be created for each user.
9. The Depositor acknowledges and accepts that he / she will be responsible for preserving the confidentiality of all codes and passwords for access to the System.
10. The Depositor agrees to use this security procedure for the processing of any Payment Order. It is part of the Account Contract for individual accounts.
11. The Depositor acknowledges and accepts that this security procedure is commercially reasonable and adapted to its particular circumstances.
12. The Depositor acknowledges and accepts that this security procedure is designed to detect unauthorized Payment Orders and not to detect errors in the content of the Payment Order.
13. The Depositor acknowledges and agrees to be responsible for any Payment Order, even if he / she has not authorized it, if the Bank processes and executes it in accordance with this security procedure. Each written Payment Order that is not delivered to the Bank in person by an Authorized Firm, will be confirmed by the Bank by Telephone Confirmation to any person who identifies to the satisfaction of the Bank, as one of the Authorized Signature (s) of the Account, regardless of whether the terms and conditions of the





- Account require more than one Authorized Representative to sign the Payment Orders.
14. By agreement, the Depositor acknowledges and accepts that whenever the agreed authentication method is used, the instructions received by the Bank through the aforementioned means will be for all purposes considered authorized by the Depositor and the Bank will be released from all responsibility in the execution of such instructions.
  15. The Depositor agrees to indemnify and relieve the Bank; including its directors, officers and employees of any claim, demand, loss or any other procedure or judgment and of any cost, including fees of the attorney, that arise directly or indirectly from all or in part of the negligence, intentional conduct or illegal or unauthorized use of instructions transmitted by fax or telephone.
  16. The Bank will provide the Depositor at the moment of opening the account with the "Security Procedure" form through which the Depositor has the ability to authorize the Bank for the parameters for Telephone Confirmation.

#### Annex 1 - Security Procedure in Fund Transfers

##### SECURITY PROCEDURE

The customer understands and agrees that the authenticity of all transfer requests made will be verified according to the following parameters:

- The Bank at the time of authenticating your request will ask you to provide certain personal information which will be compared to that provided in the account request.
- The Bank will confirm payments according to the limitations established for each of the authorized formats

##### CONDITIONS FOR THE CONFIRMATION OF TRANSFERS

- Whenever the customer is using the bank's electronic banking system, where an electronic or physical token is being used to access the banking platform, no call back will be made by the bank's operational team and the transactions will be flawless.
- For any operations the customer makes by using the Bank's Wire Transfer Request Form, (paper form) to secure your funds, a mandatory call back will be made by the bank to the customer, where the authenticity of the transfer request will be verified. The bank will only be considering the data provided by the client in the account opening request.

##### ADDITIONAL SUPPORTS

The client understands that due to the verifications carried out by the bank, additional documentation may be required to support the payment he is making. The client understands that these supports can be requested at any time by the Bank, even after it has been processed. The request for additional supports will be made to the email designated by the client

#### Annex 2 - Transfer / Payment Sending Request

##### 1. Customer Information – Account Number

Company / Individual Name

##### 2. Transfer Information

Amount to transfer

Amount in letters

Reason for transfer

##### 3. Ordering Information (In cases where the ordering party is different from the WTC 'Section 1' client must be included)

Company / Individual Name

ID Type

Identification #

Address

City

State

Postal Code

Country

##### 4. Information of the Intermediary Bank (If applicable)

Name

Address

City

State

Country

SWIFT

ABA

##### 5. Information of the Beneficiary Bank

Name

Account number

Address

City

State

Country

SWIFT

ABA

To be credited to:

Substitute for 'Who subscribes as a client of WTC International Bank Corp I declare on faith that the information presented in this form is true and that the funds come and will be used

for lawful activities. I understand that it is my responsibility to immediately inform the bank of any exchange rate that may arise in the information provided above. Likewise, I declare my responsibility for the use of the funds managed under my name, knowing that they will be subject to all the laws and regulations imposed by the federal law of the United States of America and its territories. The bank will not be responsible for losses, incorrect credits, or penalties when the information provided by the client or the bank issuing the transfer is incorrect or invalid. I authorize WTC International Bank Corp. to debit my account for the amount to be transferred plus the service charges corresponding to this transaction

Signature

Date Month Day Year

Additional Signature

Date Month Day Year

Reviewed by

Date (mm / dd / yyyy)

Approved by

Date (mm / dd / yyyy)

#### APPENDIX A. ELECTRONIC FUND TRANSFERS

In compliance with Regulation E promulgated by the Federal Reserve System of the United States of America, which regulates the electronic transfers of funds in individual accounts, the Bank provides this disclosure about the terms and conditions under which the service of electronic funds transfers and the rights and responsibilities that you have under said Regulation.

1. Right to Receive Documentation or Verification Regarding Transfers
1. Account Statement: At any time, you can access the website of the Bank and obtain a statement of account, which will reflect your transactions during the monthly billing period included in each statement of Account. If you notify it, the statements of Account will be sent by ordinary mail to your last known address for the Bank that arises from its records. The statement of Account will identify all transactions, reflecting the date, amount and type of transaction.
2. Preauthorized Credits: If the Account is to be credited at least once every 60 days by a credit (Direct Deposit) from the same payer, you can call the customer service department at (787) 622-0060 to confirm whether the credit has been made.

2. Business Days
1. Bank business days are Monday through Friday, excluding holidays. Although we offer services to the public on some holidays, these are not considered business days.

3. Responsibility for Unauthorized Transfers or for Robbery, Theft or Loss of the Secret Personal identification Number or your Access Card

1. If you believe that the secret personal identification number has been used or may be used by a person not authorized by you, to transfer funds from your accounts, you must notify us immediately. The quickest way to put us on notice and thus reduce your possible losses is through a phone call. You may lose all of the funds deposited in the accounts, as well as all of the amount of credit available under any affected line of credit.
2. If you notify us within two (2) business days from the date you become aware of the theft, loss or unauthorized use of said secret personal identification number, you will only be responsible up to the amount of \$ 50.00 for the unauthorized use of said instrument.
3. If you DO NOT notify us within two (2) business days from the date you became aware of the theft, loss or unauthorized use of said instrument, your liability will not exceed the lesser of \$ 500.00 or the sum of: (i) \$ 50.00 or the number of unauthorized transfers that occur within two (2) business days, whichever is less; and (ii) the amount of the unauthorized transfers that occur after the close of two (2) business days and before the Bank is notified, provided that the Bank establishes that these transfers would not have occurred if you had notified the Bank within that period of two (2) days. If you do not notify the loss or theft within (60) days after the sending of the periodic statement in which the unauthorized transaction is reflected, your responsibility will be unlimited.
4. If your statements of Account reflect transfers made by any means not authorized by you, you must notify us immediately. If you DO NOT notify us within sixty (60) calendar days of the mailing of the statement of Account in question and the Bank can prove that we would have prevented unauthorized use if we had received your notification on time, you will not be entitled to any refund of transfers or withdrawals made after said period has elapsed.
5. If any meritorious reason, such as your confinement in a hospital or an extended trip, prevents you from notifying us in time, we can extend the periods of time indicated above.
6. You can contact us immediately by calling (787) 622-0060, free of charge and confirming by e-mail to the following email address: [WTC International Bank customerservice@wtcintbank.com](mailto:WTC International Bank customerservice@wtcintbank.com).

##### 4. Verification and Fund Transfer Process

1. Fund transfers made on holidays will be processed with the next business day, as will those transfers made after the close of the bank day.

##### 5. Responsibility of the Bank for Failing to Transfer

1. If we do not complete an electronic funds transfer to or from your Account on time or in the correct amount, in accordance with the contract signed with you, we will be responsible for your losses or damages. However, there are some exceptions. We will not be responsible in the following cases:
  - a. If for any reason, you do not have sufficient funds in your account to



make the transfer.

- b. If the transfer exceeds the funds available in the Account.
- c. If the system, used for the transfer, is not operating properly and you knew of the malfunction when the transfer started.
- d. If you had not previously notified us of the theft, loss or unauthorized use of your secret personal identification number.
- e. If unforeseen circumstances or major causes, such as fires, floods, fire, accidents, suspension of electric power service, mechanical failure in the equipment used to provide services, negligence of another financial institution, any other action or restriction of any government, terrorism, communication failures, currency and communication system restrictions, explosions, hurricanes, or any fortuitous event or circumstances beyond control of anyone. Strikes, wars, work stoppages, blocks, or any other similar circumstance prevent the transfer despite reasonable precautions taken by the Bank.
- f. If the funds in the account are subject to a legal procedure, restriction or embargo that prevents the transfer of funds.

#### 6. Amendments

1. The Bank reserves the right to amend the terms and conditions set forth in this Appendix, in does not need to give prior notice if an immediate change to the terms and conditions is necessary to maintain or restore the security of an account or an electronic funds transfer system. If the Bank makes such a permanent change and its disclosure does not compromise the security of the account or the system, the Bank will notify you, in writing on or with the next statement of Account or within thirty (30) days of having made the permanent change.

#### 7. Procedure Applicable to the Resolution of Errors in Electronic Transfers

1. If you understand that your statement of Account, the notice received to confirm a transfer of funds made or by any means, is incorrect, or if you need additional information regarding a transfer reflected in the statement of Account or in the receipt or in the notice, the Bank must receive your verbal or written communication on or before sixty (60) calendar days from the date the notice or statement of Account was sent to you, or from the date of the notice in which the error or problem claimed by you.
2. In the case of errors or questions regarding your electronic transfers, please call us by phone at (787) 300-3466 or 01-800-099-0259, free of charge and write as soon as possible to: WTC International Bank Corp [customerservice@wtcintbank.com](mailto:customerservice@wtcintbank.com).

When contacting the Bank, you must indicate your name and Account number, describe the error or the transfer you are not sure about, include the date and the state reference number, the dollar amount of the claimed error or question and a clear explanation of why you believe the error exists, or why you need additional information.

3. If you communicate verbally with the Bank, you must submit your claim or question in writing within ten (10) business days of your communication.
4. If it is determined that we have made a mistake on your bill, you will not have to pay finance charges on the amount claimed. If it turns out that the Bank has not made a mistake, you will have to pay the finance charges on the amount claimed and you will have to cover any minimum payment required on the amount claimed. In any case, you will be notified in writing of the amount you owe the Bank and its due date.
5. The Bank will inform you of the results of the investigation carried out within ten (10) working days of the date you contacted the Bank and will correct it within one (1) business day after determining that the error occurred. In situations where a client demands a transfer of funds that has occurred within thirty (30) days from the date of the first deposit in the Account, the Bank may send the results of the investigation within twenty (20) business days following the date on which it was communicated with the Bank. If the Bank determines that there was no error, we will send you a written explanation within three (3) business days after completing our investigation. However, if the Bank needs a longer period of time to investigate your claim, the Bank may take up to forty-five (45) calendar days. If the Bank receives your written claim within ten (10) business days, we will provisionally credit your Account for the amount you claim, so that in this way you can have the use of said amount during the period it takes the Bank to complete the investigation. If the Bank does not receive your written claim within 10 business days, this will not be credited to your Account as indicated above.
6. If an error notification involves electronic funds transfer that:
  - a. Were made outside of the United States or the Commonwealth of Puerto Rico; or
  - b. It occurred within thirty (30) days from the date of the first deposit, the time the Bank may take to complete its investigation will be ninety (90) calendar days instead of forty-five (45) calendar days. After the corresponding answer, you can request a copy of the documents that we use in our investigation.
7. If the Bank determines that there was no error and has provisionally credited, we will debit your account for the amount or amount of the provisional credit and we will inform you five (5) business days before making said debit.

**IMPORTANT NOTICE:** The provisions of the Federal Law on Electronic Fund Transfer (Electronic Fund Transfer Act) and Regulation P adopted under the same by the Federal Reserve System of the United States of America, apply exclusively to natural persons as defines the Law.

#### 8. Preauthorized Transfers from Your Account

1. The Bank will process pre-authorized transfers from your accounts as long as you

provide such authorization in writing. The authorization for the Bank to make transfers from your Account can be made:

- a. Completing the format provided by the Bank.

#### 9. Rights of the Depositor to Suspend Payment of Pre-Authorized Transfers

1. For the suspension of the payment of a previously authorized electronic transfer, the Depositor shall order the suspension of payment, either orally or in writing, with at least three (3) working days prior to the effective date thereof.
2. If the suspension of payment order is made verbally, the Depositor will have to confirm it in writing within fourteen (14) calendar days, after having made the verbal notification. If the Bank does not receive said written confirmation within the stipulated period, the verbal order of the suspension will be void once the fourteen (14) calendar days have elapsed.

#### 10. Responsibility of the Bank for Failing to Suspend the Payment of a Preauthorized Transfer

1. The Bank will be responsible to the Depositor for damages caused by failing to make a suspension of payment order for a transfer pre-authorized by the Account holder, only if the suspension instructions were received in accordance with the provisions and conditions of this disclosure.

### APPENDIX B. FUND AVAILABILITY POLICY

Federal Regulation requires banks to have their funds available within certain time periods. Depending on the type of deposit, the funds may be available the same day, the next business day, or after several days; in most cases, the longest delay is until the seventh business day after the date of deposit. During the period of retention (if any), the Depositor will not be able to withdraw the funds in cash and the Bank will not use the funds to cover payment orders issued by you.

The Bank establishes the limits for the availability of funds according to the minimum amounts required by the CC Regulation promulgated by the Federal Reserve System of the United States of America. The following explanations provide you with a simple guide to determine when various types of deposits (cash, wire transfers, etc.) will be available for you to make cash withdrawals and payments against the Account. However, the Bank will periodically evaluate various criteria and may grant a greater availability of funds than that established in the Regulations. For additional information related to this matter, you can contact our offices by telephone, email or by accessing [www.wtcintbank.com](http://www.wtcintbank.com).

#### 1. How to Determine the Availability of Deposited Funds

The term period is counted in business days, beginning on the first business day after the day of deposit. Business days are defined as every day except Saturday, Sunday, and federal holidays. Although the Bank may offer services to the public on Saturdays, Sundays, and some holidays, these are not considered working days.

#### 2. Availability of Deposited Funds for Withdrawals

Our policy is to delay the availability of funds from your cash and check deposits. 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.

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 PM 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 PM (AST) 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:

#### 1. Same-Day Availability

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

#### 2. 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.
- Checks drawn on WTC International Banking Corporation
- State and local government checks from the government of the Commonwealth of Puerto Rico that are payable to you.
- Cashier's, certified, and teller's checks that are payable to you.
- Federal Reserve Bank checks, Federal Home Loan Bank checks, and postal money orders, if these items are payable to you.
- The first two hundred dollars (\$200.00) of the total deposit of other checks drawn against other banks that are not from WTC International Banking Corporation.

If you do not make any of the deposits mentioned in Section 2.2 above in person to one of our employees, funds from these deposits will be available on the second (2nd) business day after the day we receive your deposit. This applies, for example, to mailed deposits.

### APPENDIX C. CERTIFICATES OF DEPOSIT

1. The following information, together with the disclosure about interest rate and annual rate of return delivered to the Depositor at the time of opening this type of Account, defines the terms and conditions particular to Bank Deposit Certificates.
2. Minimum Balance Required: Minimum balance required to open the Account established by the Bank from time to time.



3. Rate Information: The interest rate and annual rate of return (APY) are reflected in a separate document that is delivered to the Depositor when opening a Certificate of Deposit.
4. Balance Computation Method: We use the daily balance method to calculate and pay interest. Through this method, the interest rate is applied daily to the principal during each day of the period of effectiveness of the certificate.
5. Accreditation of Interest: Interest will be computed daily and payable monthly, quarterly, annually or at maturity according to the provision you choose, and capitalization is not allowed.
  - a. Flexible Interest These will be credited to the savings or checking Account specified by the client. The Account must be in the name of the same Account holder. Interest may only be credited to the balance of the Fixed Term Deposit Account at the time of renewal. No interest will be paid by check. Accumulation of Interest in Non-cash Deposits: Deposits begin to accumulate interest immediately when the funds are deposited.
6. Account Transaction Limitation: After opening, no deposits are allowed in the Account. The disclosed annual rate of return presumes that the funds will remain in the Account until maturity. Any withdrawal will reduce performance.
7. Penalty for Premature Withdrawals: Withdrawal prior to the expiration of your fixed-term deposit Account will be subject to the following penalties:
  - a. If the term of the deposit is 1 year or more, the penalty will be 6 months of interest or the generated interest, whichever is less;
  - b. If the term of the deposit is from 91 days to 364 days, the penalty will be 3 months of interest or the generated interest, whichever is less;
  - c. If the term of the Certificate is from 30 to 90 days, the penalty will be the entire generated interest.
- d. Partial withdrawals are not allowed.
8. Exceptions:
  - a. Death or disability.
9. Renewal: The Account will be automatically renewed upon expiration for a period of time equal to that originally established. You will have ten (10) calendar days from the due date to withdraw the funds without penalty. If you withdraw the funds during those ten (10) calendars days, you will not earn interest during that time. Each renewal term will be equal to the original term, starting on the expiration date. The interest rate and equivalent annual rate of return for the renewed certificate will be that which we are offering on that date to fixed-term deposit accounts with the same characteristics in terms of balance and term. Upon maturity, the client may issue instructions to his / her manager via email or facsimile to increase or decrease the principal or change the term. The interest rate and the equivalent annual rate of return for the renewed Account will be adjusted according to the new term. The Bank reserves the right not to renew the Account at the expiration of any period by notice by mail to the Depositor or depositors at the last known address on file.
10. Acceptance: In order to speed up the process of acceptance and opening of the Fixed Term Deposit Account, the Depositor (s) stipulate(s) that a copy via email or facsimile of any original document granted shall have the same validity and binding effect for purposes of or Depositor (s) granting a contract in original to manuscript. All copies of documents signed and sent by email or facsimile will be considered for all legal purposes, as the original document.
11. Compensation: The Bank reserves the right to compensate with the Account funds any obligation that the Depositor (s) has /have with the Bank. The Bank may cancel the Account before the stipulated maturity date if the obligation or debt becomes liquid and demandable.

**APPENDIX D. DISCLOSURE OF THE TRUTH-IN-SAVINGS ACT (REGULATION DD)**

The Truth-in-Savings Act requires disclosure of the terms and conditions of Deposit Accounts, annual percentage yield, and service charges.

1. Interest Rate
  1. The nominal rate and the annual rate of return to be paid on the Account appear in the Interest Rates Disclosure. In the event of rate changes, you will be notified in writing of the nominal rate and the annual rate of return payable to the Account and the effective date of the change.
  2. The nominal rate is determined at the discretion of the Bank. The nominal rate and the annual rate of return may change from time to time.
2. Minimum Balance Requirements
  1. The minimum balance requirements applicable to the Account are indicated in the respective Account Rates.
3. Computing Method
  1. The Bank uses the average daily balance method to calculate the interest on the Account. This method applies at a periodic rate to the average daily balance of the interest payment period.
  2. The average daily balance is determined by adding the principal balance of the Account for each day of the cycle and dividing the total obtained by the number of days in the cycle.
4. Computation and Payment of Interest
  1. Interest is computed daily and credited to the Account, as established in the Interest Rate Disclosure.
2. Interest will be paid on the deposited funds as long as:
  - a. The Account is open on the last day of the cycle covered by the statement of Account or the interest payment period.
  - b. The balance required by the Bank has been maintained during the cycle covered by the statement of Account or the interest payment period.
3. Interest begins to accumulate no later than the business day on which the Bank receives the credit for non-cash, non-cash items, for example, checks.
5. Charges
  1. The charges applicable to the Account are detailed in the Accounts Disclosure.
  2. To obtain the details of the types of transactions that may generate overdraft fees, refer to Section I - General Provisions.

**APPENDIX E. DISCLOSURE OF PERSONAL DATA (Privacy Policy)**

You choose how you share your personal information. Federal Law gives consumers the right to limit some, but not to Share. Federal Law also requires us to tell you about how we collect, share, and protect your personal information. Please read carefully our Privacy Policy attached to this Contract to well understand what we do.

**ACCEPTANCE** All the terms and conditions stipulated in this Contract will be understood as valid and accepted by the Depositor and the person (s) authorized by signing this Contract or by executing affirmative acts that indicate acceptance thereof, such as: keeping the Account open, making deposits or withdrawals of funds or any other transaction in your Account. Both, the Depositor, as well as the Authorized Firms and successors in interest, jointly and severally undertake to comply with all the terms, conditions and obligations contemplated in this Contract.

Read and understood (11 pages)

Signed by the customer(s)	Name of customer(s) in print
	Signed on (dd/mm/yyyy):