

BANCO PICHINCHA, C.A., MIAMI AGENCY INTERNET BANKING AGREEMENT

In consideration for being granted access to, and use of Banco Pichincha C.A. – Miami Agency’s Internet Banking Services (the “**BPMA Internet Services**”) (as herein described and defined), you hereby agree with Banco Pichincha, C.A., Miami Agency (“**BPMA**”) as follows:

1. INTRODUCTION

This BPMA Internet Banking Agreement (this “**Agreement**”) contains the terms and conditions that govern your use of the BPMA Internet Services. This Agreement is in addition to, and does not supersede the Account Agreement or any other agreements that govern your account(s) and/or services at BPMA.

The BPMA Internet Services provide customers with the ability to access their financial data and to complete banking transactions directly through the Internet from remote locations. Such banking transactions include, but are not limited to, access to your Eligible Accounts, transfers of funds to and from Eligible Accounts, and communications with BPMA concerning your Eligible Accounts. Information may be accessed and instructions transmitted using your personal computer or data terminal, or via the BPMA Internet software licensed by BPMA pursuant to the terms of this Agreement. BPMA reserves the right, from time to time, and at its sole discretion, to modify and terminate BPMA Internet Services without any prior notice to you.

BPMA’s ability to provide you with the BPMA Internet Services is dependent upon your telephonic/electronic capability to access the Internet. If, for any reason, you cannot telephonically/electronically access the Internet, BPMA, its officers, employees and agents, shall not be liable for the failure and/or lack of such access and for any loss and/or damages resulting therefrom.

BY USING THE BPMA INTERNET SERVICES OR ALLOWING ANY OTHER PERSON TO USE THE BPMA INTERNET SERVICES, YOU ARE AGREEING TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT, INCLUDING ADHERENCE TO THE BPMA INTERNET SECURITY GUIDELINE MATERIALS.

2. LANGUAGE AND DEFINITIONS

Capitalized terms shall have the meanings set forth in this Agreement. The authoritative text of this Agreement and all related documents and notices are in English and you acknowledge that you have read and understood the same in their entirety.

In this Agreement, the following terms will have the meanings set forth below:

AUTHORIZED PERSON Refers to any person that you have designated as an authorized person in writing to BPMA, as a Sub-User in the Internet Banking Service or

any person that you have given access to your Digital Certificate and/or User ID and Password for the purpose of obtaining information about your Eligible Accounts, transferring funds from your Eligible Accounts, making bill payments, or requesting other bank services.

BPMA INTERNET SYSTEM Refers to a set of tools that allows you to have secure electronic access to your Eligible Accounts and a number of financial services through the use of your personal computer and the Internet.

BUSINESS DAYS Our normal business days are from Monday to Friday except for United States Federal bank holidays. Bank holidays are considered part of the following business day. Saturday, Sunday and Monday are considered one business day.

DIGITAL CERTIFICATE A digital certificate is a statement guaranteeing the identity of a person or the security of a website. A security digital certificate associates an identity with a “public key.” Only the owner knows the corresponding “private key” that allows the owner to “decrypt” or make a “digital signature”. The digital signature component of a security certificate is your electronic identity card. The digital signature tells the recipient that the information actually came from you and has not been forged or tampered with. Digital Certificates and signatures are created for each session you establish in the Internet Banking Services and are valid for the time the session is active. Digital certificates may be used for funds transfers and/or account inquiries.

ELECTRONIC SIGNATURE Refers to the use of your User ID, Digital Certificate, Password, tokens and/or authentication codes to authenticate and authorize transactions on your Eligible Accounts.

ELIGIBLE ACCOUNT Refers to any account(s) that you have with BPMA that you have enrolled in the BPMA Internet Services. Your Eligible Accounts will continue to be subject to all other agreements governing such accounts, including, without limitation, the Account Agreement. Additionally, the Eligible Accounts and other financial services will be subject to BPMA’s rules, policies and procedures applicable to each such Eligible Account or financial service.

“EST” OR “EDT” U.S. Eastern Standard Time or Eastern Daylight Time (the local time in Miami, Florida).

Password Refers to your personal secret code. Your Password is a unique code known exclusively by you and must be used along with your User ID and/or Digital Certificate. Your Password is used to identify you and to authenticate transactions performed through the BPMA Internet Service. The Bank does not have access to your Password.

USER ID Refers to an acronym of numbers and/or letters that is used to access the BPMA Internet system. Your User ID is known by you and the Bank. It will be used to identify you as the owner of the Eligible Account(s).

“WE,” “US,” “OUR,” OR “BANK” are used to refer to BPMA.

“YOU” OR “YOUR” is used to refer to the customer of BPMA that is the owner of an Eligible Account or an Authorized Person.

3. **PROPRIETARY INFORMATION AND LICENSE**

You acknowledge and agree that all computer software programs, data bases, user manuals, files, documents and other records, trade names and logos relating to the BPMA Internet Services (the **“IBS Materials”**) are and shall be the sole and exclusive property of BPMA. During the term of this Agreement, and pursuant to its provisions, BPMA grants to you a non-exclusive, non-transferable license to use the IBS Materials, other than the trade names, logos and other intellectual property, strictly in connection with its activities and transactions as a customer of BPMA.

You shall not duplicate any of the output or product of the BPMA Internet Services, other than for your own personal use at the site specified herein, and you shall not permit use of the BPMA Internet Services, whether gratuitously or for a valuable consideration, by any other person or entity whatsoever. You further agree that you shall not reproduce or copy the IBS Materials or disclose, transfer or otherwise make available any of the IBS Materials, in whole or in part, to any other person or entity. You may not disassemble or reverse engineer the IBS Materials or cause any portion of the IBS Materials to be made subject to modification, deviation, data transmission, adaptation or translation, in any form, in whole or in part, unless expressly permitted by BPMA in writing. Upon termination of this Agreement, you shall return to BPMA all IBS Materials in your possession and/or control.

You hereby acknowledge that the IBS Materials are proprietary to BPMA and are provided by BPMA to you for use exclusively in accordance with the license granted by BPMA to you pursuant to the terms of this Agreement, and you will hold the IBS Materials in strict confidence and you will not disclose all or any portion of the IBS Materials to any person other than your agents or employees and only on an “as needed” basis in connection with your personal use of the BPMA Internet Services in accordance with the terms of this Agreement.

4. **EQUIPMENT**

In order to access the BPMA Internet Services, you will need to have equipment that meets the minimum requirements established by us from time to time, which at a minimum include the following:

- a. Internet access account with an Internet service provider or similar company providing internet access;
- b. Personal Computer or compatible equipment capable of connecting to the internet using one of the supported Internet browser programs; and

c. Internet browser program with encryption support. Microsoft Internet Explorer version 8.x (or higher) are recommended. Other internet browsers may be able to access our Internet Banking Service, however we provide no assistance with such programs.

Any hardware and peripheral equipment needed to access and use the BPMA Internet Services are to be obtained and provided by you. The maintenance of all such equipment shall be your sole responsibility.

Liability for Equipment Failure or Loss or Erroneous Data

The ability of BPMA to provide the BPMA Internet Services to you is dependent upon your capability to access the BPMA Internet Services. If, for any reason, you cannot access the BPMA Internet Services, BPMA, its officers, employees and/or agents, shall not be liable for the failure and/or lack of such access and for any loss and/or damages resulting therefrom. Furthermore, you will bear the liability or the risk of any errors or loss of data, information, transactions or other losses that may be due to the failure of your computer system, hardware, software or equipment or third party communications provider. We shall have no liability to you for any damage or other loss, direct or consequential, which you may incur by reason of your computer system, hardware, software or equipment or third-party communications provider.

Changes/Interruptions in Services

We may on a regular basis perform maintenance on our equipment or system, which may result in interrupted service or errors in the Internet Banking Service. We also may need to change the scope of the Internet Banking Service from time to time. We will attempt to provide prior notice of such interruptions and changes, but we cannot guarantee that such notice will be provided.

5. ACCESS AND USE OF BPMA INTERNET SERVICES

To have access to the Internet Banking Service, you must be the authorized user of at least one Eligible Account with BPMA. If you have more than one Eligible Account, we may link the relationships together with the primary Eligible Account. You may expressly request that certain accounts not be linked to the Internet Banking Service. Accounts that are linked under the Internet Banking Service must have one common owner and signer. Only an Authorized Person will be permitted to access to linked Eligible Accounts. Non-linked accounts will not be accessible through the Internet Banking Service. If your Eligible Account is a limited transaction account, each payment or transfer you make through the Internet Banking Service will count towards the number of transfers you are permitted in each statement period. If you close your primary Eligible Account, your access to the Internet Banking Service will end and any unprocessed transactions will be canceled.

We undertake no obligation to monitor transactions through the BPMA Internet Services to determine that they are made on behalf of an Authorized Person and we will not be liable for any losses suffered by you as a result of misuse by unauthorized users of the BPMA Internet Services.

You may not use the BPMA Internet Services, the IBS Material or any information available from the BPMA Internet Services in any manner that would be illegal or violate any foreign, federal, state or local law or ordinance.

6. SECURITY GUIDELINES

To provide restricted and protected access to the BPMA Internet Services and to ensure secure communications within the Internet Banking Service, You create a unique User ID and Password to access the BPMA Internet Services during the enrollment process along with personal identifying information that will be validated by the BPMA before activating your service. You are also required to establish challenge questions to be used as authenticating factors by the Internet Banking Service. For your protection, we encourage you to periodically change your Password.

Your User ID, Password and challenge questions must be kept confidential and secure since these are your Electronic Signatures which provide access to your Eligible Accounts via the BPMA Internet Services. By using the service or by signing the application you are authorizing the Bank to rely on your User ID and Password to identify you when providing banking services to you. It is your responsibility to secure, protect and maintain in strict confidence your User ID and Password. Your User ID and Password should never be disclosed to unauthorized persons and should not be written down.

You should never leave your account information displayed in an area accessible by others and should never leave a logged on terminal unattended while using the BPMA Internet Services. To prevent unauthorized access, users must sign off the system as soon as their task is finished. BPMA retains the right after a period of no activity to automatically log you off the system, but BPMA shall not be liable to you for failure to do so.

The BPMA Internet Services has a feature that automatically disables a User ID after three (3) consecutive unsuccessful log on attempts have been made using an incorrect User ID and/or Password. The BPMA Internet Services utilizes a security feature that will prompt the user to answer one of their security challenge questions, and you must provide the correct response to such challenge question(s) in order to be restored in the system.

We reserve the right to block access to the Internet Banking Service to maintain or restore security to our site and systems, if we reasonably believe your access codes have been or may be obtained or are being used or may be used by unauthorized person(s).

Notwithstanding our efforts to insure that the Internet Banking Service is secure, you acknowledge that the Internet is inherently insecure and that all data transfers, including electronic mail, occur openly on the Internet and potentially can be monitored and read by others. We cannot and do not warrant that all data transfers utilizing the BPMA

Internet Services, the BPMA website, or e-mail transmitted to and from us, will not be monitored or read by others.

Electronic Mail

You can use electronic mail to contact us about inquiries, maintenance and/or problem resolution issues. Electronic mail is not a secure method of communication over the Internet and we recommend you do not send confidential information by electronic mail.

Reporting Unauthorized Transactions

You are responsible for all transfers and bill payments you authorize using the BPMA Internet Services, including those made by Authorized Persons. You are solely responsible for notifying us immediately if you think your User ID or Password has been lost or stolen. If you believe that an unauthorized transaction has been or may be conducted from one of your Eligible Accounts or, if you believe that your User ID or Password have become lost or stolen or have become known to an unauthorized party, you must notify us immediately. You may notify us by contacting Customer Service area at (305) 372 3601, or sending a fax to us at (305) 372 9049, or you may e mail us at Customer.Service@pichinchamiami.com or write to us at: Banco Pichincha Miami Agency Internet Banking 396 Alhambra Circle, Penthouse 2 Coral Gables, Florida 33134.

Calling us immediately will help you prevent and/or reduce possible losses. To the extent a transaction is an electronic funds transfer, you can only lose \$50.00 if you notify us within two (2) business days of discovering any unauthorized use of the services or your access codes. However, you can lose as much as \$500.00 if you do not notify us within two business days of discovering the unauthorized use and we can prove that we could have stopped the unauthorized use had we been notified earlier.

If you think that an electronic transaction shown on your monthly statement is incorrect, or if you believe an unauthorized transaction has taken place, you must contact us as soon as possible. We must be notified within 60 days after any such statement is mailed or electronically transmitted to you. By contacting us, your liability for unauthorized transactions will not exceed \$50.00. However, you risk unlimited losses on transactions made after the 60-day period if we can prove that we could have prevented the unauthorized use had we been notified within the 60-day period.

7. CONFIDENTIAL INFORMATION

BPMA shall use its best efforts to hold in strict confidence and not to disclose, other than to its employees, agents and/or certain third parties outside of BPMA, information relating to the your accounts and transactions received by BPMA in the course of rendering the BPMA Internet Services, except to the extent disclosure is requested or authorized by you; is necessary for, or would assist in, a transaction you requested or initiated or is required by legal process or by any regulatory or supervisory authority. You acknowledge and agree that BPMA may employ third party servicers, agents and/or independent contractors to perform the BPMA Internet Services, and you agree that

BPMA shall not be liable for any disclosure of your information made by such third party servicers, agents and/or independent contractors. For additional information about our privacy practices, please see BPMA's Privacy Policy, as same may be revised from time to time by BPMA. You understand and acknowledge that the disclosure of information about your accounts or the transfers you make is governed by such Privacy Policy. This Privacy Policy has been provided to you by BPMA and appears on the BPMA Internet Services for your review.

You acknowledge that the IBS Materials are proprietary to BPMA and are provided by BPMA to you for use exclusively in accordance to the license granted by BPMA to you herein, and you will hold the IBS Materials in strict confidence and not disclose all or any portion of them to any person other than your agents or employees and only on an "as needed" basis in connection with your use of the BPMA Internet Services in accordance with the terms of this Agreement.

8. THIRD-PARTY WEBSITES AND/OR PRODUCTS AND SERVICES

Our website may provide links to third-party websites, which are not under the control of BPMA. BPMA makes no representations about third-party websites. When you access a non-BPMA website, you do so at your own risk. BPMA is not responsible for the reliability of any data, opinions, advice, or statements made on third-party websites. BPMA provides these links merely as a convenience. The inclusion of such links does not imply that BPMA endorses, recommends, or accepts any responsibility for the content of such websites. BPMA's website may mention third-party products and services for informational purposes. BPMA makes no recommendations or endorsements about third-party products and services.

9. AVAILABLE SERVICES

Depending on the features you select, you can use the BPMA Internet Services for the following services, among others:

a. Account Information: You may obtain an account summary, interim statements, and account transaction history for up to six months depending on the Eligible Account.

b. Transfers: Subject to the restrictions set forth in this Agreement, you may transfer funds to and from any of your Eligible Accounts, from your Eligible Accounts to your accounts at our Head Office in Quito, Ecuador, and from your Eligible Accounts to third party accounts at other financial institutions. Per transfer limits may apply to all transfers of funds from your Eligible Accounts. An additional transfer authentication procedure needs to be applied separately for funds transfer instructions.

c. Stop Payments: You may place a temporary stop payment order on any of your Eligible Accounts. You are responsible, however, for verifying that the check you wish to place a stop payment on has not yet been cleared. Regular fees apply for every stop payment order. You will need to provide your Digital Certificate and/or user ID and PIN and specify the number of the check. Stop payments placed through the BPMA Internet

Services will be in force and effect solely for a period of 24 hours from the time of receipt, and need to be ratified in writing by you to the Bank within such period in conformance with the terms and provisions of the Account Agreement governing your account(s) at BPMA. If the Stop Payment order is not ratified to the Bank in writing within such 24 hours, it will be automatically canceled.

d. Communications: You may send us online messages and questions concerning your Eligible Account(s) and the BPMA Internet Services.

e. Bill Payments: Subject to the restrictions set forth in this Agreement, you may order Bill Payments from any of your Eligible Accounts to any third party at other U.S. financial institutions. Bill Payments may be in the form of an ACH payment or via paper check.

10. **DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY**

NEITHER WE, NOR ANY OF OUR AFFILIATES OR SERVICE PROVIDERS MAKE ANY WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, TO YOU REGARDING THE BPMA INTERNET SERVICES AND/OR THE IBS MATERIALS, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, COURSE OF DEALING, USAGE OR TRADE. WE DO NOT AND CANNOT WARRANT THAT THE BPMA INTERNET SERVICES WILL OPERATE WITHOUT ERRORS, OR THAT ANY OR ALL OF THE BPMA INTERNET SERVICES WILL BE AVAILABLE AND OPERATIONAL AT ALL TIMES.

BPMA'S SOLE RESPONSIBILITY/LIABILITY FOR ANY ERRORS, ACTS OR OMISSIONS IN CONNECTION WITH THIS AGREEMENT AND/OR THE BPMA INTERNET SERVICES SHALL BE LIMITED TO THE CORRECTION, AT NO ADDITIONAL CHARGE TO YOU, OF ANY ERRONEOUS DEBITS OR CREDITS TO YOUR ACCOUNT AT BPMA. FURTHERMORE, BPMA'S SOLE RESPONSIBILITY/LIABILITY IN THE EVENT OF ANY PROBLEM WITH THE IBS MATERIALS, AND IN PARTICULAR WITH THE BPMA INTERNET COMPUTER SOFTWARE, SHALL BE LIMITED TO THE CORRECTION, AT NO ADDITIONAL CHARGE TO YOU, OF THE PROBLEM WITH THE IBS MATERIALS. EXCEPT FOR THE CORRECTION OF ERRORS AND/OR PROBLEMS AS PROVIDED IN THE PRECEDING SENTENCES, BPMA SHALL NOT BE LIABLE FOR ANY CLAIM, LOSS OR DAMAGE ARISING FROM OR UNDER THIS AGREEMENT, FROM YOUR USE OF THE BPMA INTERNET SERVICES AND THE IBS MATERIALS, AND/OR FROM BPMA'S TERMINATION OF THIS AGREEMENT AND THE BPMA INTERNET SERVICES, REGARDLESS OF THE FORM OF ACTION. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL BPMA, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS OR REPRESENTATIVE BE LIABLE FOR: (A) ANY FAILURE OR DELAY IN PROVIDING THE BPMA INTERNET SERVICES ARISING FROM ANY CAUSE BEYOND BPMA'S REASONABLE CONTROL, INCLUDING WITHOUT

LIMITATION, STRIKES, LOCKOUT, RIOT, WAR, GOVERNMENTAL REGULATION, COMMUNICATION LINE FAILURE, EQUIPMENT MALFUNCTION, FAILURE OF BPMA'S SERVICERS, AGENTS OR INDEPENDENT CONTRACTORS TO PERFORM, OR ACTS OF GOD; AND/OR (B) ANY INDIRECT, INCIDENTAL SPECIAL, PUNITIVE OR CONSEQUENTIAL LOSS AND/OR DAMAGE WHATSOEVER, EVEN IF BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS AND/OR DAMAGE, INCLUDING, WITHOUT LIMITATION, LOSS OF PROFITS, REVENUE, DATA, OR USE BY YOU OR ANY THIRD PARTY, WHETHER IN ACTION, IN CONTRACT OR TORT OR BASED ON A WARRANTY. FURTHER, IN NO EVENT SHALL THE LIABILITY OF BPMA AND ITS AFFILIATES EXCEED THE AMOUNTS PAID BY YOU FOR THE SERVICES PROVIDED TO YOU THROUGH THE BPMA INTERNET SERVICES.

11. INDEMNITY

You hereby agree to indemnify and hold BPMA harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs and expenses, including without limitation, reasonable attorney's fees (and attorney's fees incurred on appeal), and any other costs or disbursements of any kind or nature whatsoever, by whomever brought or caused, which may be imposed upon, incurred by, or asserted against BPMA, in any way relating to, arising out of, or in connection with: (a) this Agreement; (b) the use of the BPMA Internet Services and the IBS Materials; and/or (c) any unauthorized use of the BPMA Internet Services by persons gaining access thereto from or through you. This provision shall survive the termination of this Agreement.

12. FUNDS TRANSFER AND OTHER PROTECTED TRANSACTIONS

Notwithstanding any terms or provisions of this Agreement to the contrary: (a) all funds transfer transactions instructions, bill payments and/or any kind of instructions communicated by you to BPMA via the BPMA Internet Services shall continue to be governed by the terms and conditions of the Account Agreement entered into between you and BPMA, and without limiting to the foregoing, funds transfers shall be subject to the security procedures designated by you for funds transfer transactions; and (b) all letter of credit and other credit facility instructions communicated by you to BPMA via the BPMA Internet Services shall contain the proper verification information required by Bank to verify the authenticity of such instructions.

13. INTERNET BANKING FEE

The Bank reserves the right to charge a Monthly Fee and/or Usage Fee associated with the use of the BPMA Internet Services. The Bank will notify you in writing of any changes in the BPMA Internet Services charges and fees structure. If the Bank chooses to charge a fee, you authorize us to automatically deduct all applicable charges and fees from any of your Eligible Accounts and once you are an enrolled user of the Internet

Banking Service, you will be charged an applicable Monthly Fee and/or Usage Fee whether or not you use the services.

14. INACTIVITY

If you do not log on to the Internet Banking Service or have not had any scheduled payments to be processed through such system over a period of ninety (90) days, your service may be canceled or suspended by BPMA, at its sole discretion.

15. OUR RESPONSIBILITY

We, or a third party acting as our agent, are responsible for completing fund transfers from your Eligible Account(s) on time according to your properly entered and transmitted instructions. However, neither the service provider nor we will be liable:

- If you do not have adequate money in a deposit account to complete a transaction from the account, or if the account has been closed.
- If you have not properly followed software instructions on how to make a transfer.
- If you have not given complete, correct and current instructions so that a transfer can be made.
- If withdrawals from any Eligible Account has been prohibited by a court order such as garnishment or other legal process.
- If we, or our agent reasonably believe that a transaction may be unauthorized, and based thereon, the transaction is not completed.
- If your equipment and/or the software were not working properly and this problem should have been apparent to you when you attempted to authorize a transfer.
- If circumstances beyond our or our agent's control prevent us from making a transfer, despite reasonable precautions that we have taken. Such circumstances include, but are not limited to, computer failure, telecommunication outages, postal strikes and other labor unrest, delays caused by payees, fires, floods, and other natural disasters.
- If the transfer would cause your balance to go over the credit limit of an established line of credit or the credit limit for any credit arrangement set up to cover overdrafts.
- If you, or anyone authorized by you, commits any fraud or violates any law or regulation.

There are other exceptions to our liability as stated in the Account Agreement entered into between you and BPMA.

16. HOURS OF OPERATION

Our Customer Service personnel will be available to assist you during business days from 8:45 a.m. to 5:00 p.m. EST or EDT, as applicable. Even though your funds transfer

instructions can be processed only on business days, you can use the Internet Banking Service twenty four (24) hours a day, seven (7) days a week, except during periods of emergency or any scheduled maintenance periods.

17. PRIVACY

Our Privacy Policy describes personal information we may collect about you, including your name, address, telephone number, and other information we receive from you, information about your Account and transactions, and information we receive from credit reporting agencies and other sources. You authorize us to disclose this information to affiliates and nonaffiliated third parties as permitted by applicable law except as you or we limit those disclosures under the terms of our Privacy Policy. We provide a copy of our Privacy Policy with this the Account Agreement and will provide it thereafter as required by applicable law.

We are authorized to release any information and/or documentation relevant to you and/or any Account that is requested by a governmental authority (whether local, state or federal); or by any third party pursuant to any Process (hereafter defined). If authorized by Customer in writing, Bank shall have the right to report information about you and/or any Account to any consumer reporting agency, bank or financial institution, as well as to any person or entity to whom you give Bank as a reference. Bank is authorized to state to third parties purporting to have an item drawn on an Account whether such Account has a collected balance sufficient for payment of the item.

18. SEVERABILITY

If any provision of this Agreement is void or unenforceable in any jurisdiction, such ineffectiveness or unenforceability shall not affect the validity or enforceability of any other provision of this Agreement in that or any other jurisdiction.

19. NO SIGNATURE REQUIRED

When any payment or other online service generates items to be charged to your account, you agree that based on your secured online request, we may debit any of your designated Eligible Account or the account on which the item is drawn without requiring your signature on the item, and without prior notice to you.

20. AMENDMENTS

We have the right to change any part of this Agreement at any time, and we can add, change, or delete fees and other provisions relating to the Internet Banking Service, and to the nature, extent and enforcement of the rights and obligations you may have under this Agreement. If required by law, we will give you written notice (either by mailing it to you to your last known address or by posting in a conspicuous place at BPMA's office) that will explain what is being changed prior to the effective date of the change. Your

continued use of the Internet Banking Service on or after the effective date of any change or amendment will indicate your concurrence with such changes or amendments.

21. WAIVER

We may waive any term or provision of this Agreement at any time or from time to time, but any such waiver shall not be deemed a waiver of the term or provision in the future.

22. BINDING NATURE

This Agreement shall be binding upon your heirs, successors in interest and assigns.

23. FORCE AND EFFECT

This Agreement shall remain in full force and effect at all times hereafter unless subsequently terminated pursuant to its provisions. Neither your signature or that of BPMA shall be required on this Agreement to give force and/or effect thereto.

24. CAPTIONS

The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.

25. GOVERNING LAW

This Agreement and the performance hereunder shall be governed by and construed in accordance with all applicable laws of the State of Florida and the United States of America.

26. FORUM

All actions, suits or proceedings arising out of this Agreement, an Eligible Account or any transaction between you and the Bank relating to the Internet Banking Service shall be subject to the non-exclusive jurisdiction of the state and federal courts situated in Miami-Dade County, Florida.

27. PERSONAL JURISDICTION

With respect to any such action, suits or proceeding, you hereby expressly and irrevocably (1) submit to the non-exclusive jurisdiction of such courts to the fullest extent permitted by law; (2) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waive any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; (3) waive any objection it may now or hereafter have based upon improper venue or forum non conveniens with respect to such

actions, suits or proceedings in such courts; and (4) agree that service of process may be made upon you by service personally upon any officer of you or upon you at your address by registered or certified mail, return receipt requested (with such service to be deemed effective when delivered or when delivery is refused), and you hereby waive compliance by BPMA with any requirement or applicable law which may require service to be made in any other manner. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of you hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of BPMA to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of your assets or properties.

28. ASSIGNMENT

This Agreement may not be assigned by you without BPMA's prior written consent, and any assignment without such consent shall be null and void. BPMA may assign the rights or delegate the duties under this Agreement to a company affiliated with us or to any other party.

29. TERMINATION

Except as provided by the inactivity section of this agreement, either party may terminate this Agreement and any service provided hereunder at any time upon giving at least ten (10) business days prior written notice of termination to the other party. If you terminate the service, you authorize us to continue making fund transfers or other transactions you have previously authorized until we have a reasonable opportunity to act upon your termination notice. Once we have acted upon your termination notice, we will make no further transfers or other transactions from your Eligible Account(s), including any funds transfers you had previously authorized. We reserve the right to terminate or to discontinue support of any software or equipment without written notice. You will remain responsible for all outstanding fees and charges incurred before the date of cancellation.

30. ENTIRE AGREEMENT

This Agreement contains the complete understanding between you and BPMA on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters.

31. CONSENT TO ELECTRONIC DELIVERY OF NOTICES

You agree that any notice or other type of communication provided to you pursuant to the terms of this Agreement, and any future disclosures required by law, including electronic fund transfer disclosures, may be made electronically by posting the notice on the BPMA

Internet Services website or by e-mail. You agree to notify us immediately of any change in your e-mail address.

32. WAIVER OF JURY TRIAL

YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, THIS AGREEMENT AND ITS SUBJECT MATTER, YOUR USE OF THE INTERNET BANKING SERVICE AND IBS MATERIALS OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR BPMA TO OFFER YOU THE INTERNET BANKING SERVICE.

Miami, Florida, U.S.A. February 2015