

ACCOUNT REGULATIONS

This account agreement ("Agreement") sets forth the terms and conditions governing your account(s) at any of the following banking institutions, as applicable: (a) Banco de Bogota S.A. Miami Agency ("Miami Agency"): or (b) Banco de Bogota S.A. New York Agency ("New York Agency") (each of which, as applicable, shall be referred to herein as the "Agency" or "Bank"), as well as the products and services that the Bank may provide to you from time to time.

Some of the accounts and products described in this Agreement may not be available to either the Miami Agency or the New York Agency, therefore, the paragraphs relating to such type of account or product may not apply to you.

Deposits maintained by you with the bank including initial and future deposits, are not insured or guaranteed by the bank, its affiliates (including, without limitation, banco de Bogota, s.a.), the federal deposit insurance corporation ("fdic") or any other u.s. governmental agency.

For specific information in relation to the Bank's Fee Schedule, minimum average amounts, cut-off times, contact numbers and more, please visit bancodebogotainternacional.com.

In consideration for opening or maintaining account(s) at the Bank you (jointly and severally, if more than one customer), agree to be bound by the terms and conditions of this Agreement, as may be amended from time to time as set forth herein. In addition, you have signed an Account Opening Application by which you also agree to be bound by the terms hereof. Please read this entire Agreement carefully so you understand your rights and obligations with respect to each account you have with the Bank. Please retain this Agreement (and all changes to this Agreement) for future reference. Please note that other agreements may also apply to services you obtain from us.

Please note that we are an agency of an international banking corporation and are licensed by the State of Florida or the State of New York, as applicable, and supervised by the Board of Governors of the Federal Reserve System, as well as the Florida Department of Financial Services or the New York Department of Financial Services, as applicable. Deposits maintained in an agency of an international banking corporation including ours are not insured by the FDIC.

1. **Definitions.** When used throughout in this Agreement, the following terms shall have the indicated meanings:
 - a. "Account(s)" means any and all account(s) or deposit(s) maintained by Customer with Bank.
 - b. "Agency", "Bank", "we", "us", "our", or "ours" refers to Miami Agency or New York Agency, as applicable.
 - c. "Authorized Person(s)" means any individual whose signature appears on the signature card(s) of an Account and any individual that you have designated to Bank in writing to have a power-of-attorney in an Account in conformance with Paragraph 3 of this Agreement.
 - d. "Bank Office" means the main office or any branch office of the Miami Agency in Miami, Florida, U.S., or the New York Agency in New York, New York, U.S., as applicable.

- e. "Banking Day" means Monday through Friday. The following days are not banking Days: Sundays, Saturdays, holidays and any other day financial institutions in Miami, Florida, U.S and/or New York, New York, U.S. are not open for business.
 - f. "Banking Hours" means 9:00 a.m. ET to 3:00 p.m. ET during a Banking Day.
 - g. "Customer", "you", "your" and "yours", shall mean the owner or joint owners of any of the Account(s) referred to herein.
 - h. "Parties" means the Bank and the Customer.
 - i. "United States" or "U.S." means the United States of America.
2. **Collection and Deposits.** When receiving items for deposit or collection in an Account, Bank acts only as your agent and assumes no responsibility beyond the exercise of due care. Any item received for deposit or collection in an Account or cashed by Customer on an Account, or cashed for others on the endorsement of Customer, will be treated as an uncollected item and held against the Account until final payment is received on such item in cash or unconditional credit acceptable to Bank; and Bank may, at any time, charge back the Account in relation to any item as to which final payment is not received in cash or unconditional credit acceptable to Bank. Bank may refuse to effectuate any transfer or withdrawal from an Account or to make payment on any item drawn on an Account against funds so held for collection.

Deposits may be made in an Account only at the Bank Office. Bank shall not be construed to have received any items sent by mail or delivered to any of its affiliates, branches, subsidiaries or duly selected correspondents, until Bank has actually received delivery of same at the Bank Office, during a regular Banking Day and within regular banking hours. Deposits received during regular banking hours will not be posted to an Account until after the close of Bank's regular Banking Day. Items received on any Banking Day after Banking Hours shall be deemed received on Bank's next Banking Day.

Bank may at its sole discretion refuse a deposit, limit the amount which may be deposited or return all or part of a deposit. Items deposited in an Account by paper or electronic image will receive credit and become available for withdrawal or for other use by Customer in accordance with Federal Reserve Regulation CC and the Bank's Funds Availability Policy, as amended from time to time. If the Bank accepts for deposit into a U.S. dollar denominated Account any funds in a currency other than U.S. dollars, the Bank will convert such funds into U.S. dollars at the conversion rate the Bank uses on the date of the conversion.

Items deposited in an Account may, at the sole and exclusive option of Bank, be given provisional credit prior to the receipt of final payment. If such provisional credit is given, it may be withdrawn by Bank at any time before the receipt of final payment of the deposited item. Should Bank fail to receive final payment on an item for which provisional credit has been given, Bank shall have the immediate right to charge back the Account for the amount of such item and to collect the amount thereof directly from you or from any other Account of Customer at Bank and you shall pay Bank interest on such uncollected funds, as well as all costs and expenses of collection, including reasonable attorneys' fees, all of which may be charged directly to any Account of Customer at Bank.

All items and their proceeds may be handled by Bank through any Federal Reserve Bank and through any correspondent or intermediary of Bank, selected by Bank in its sole discretion, in accordance with applicable Federal Reserve rules or with common bank usage. Bank will not be liable for the loss of any item in transit that is not due to Bank's direct negligence. You agree to fully cooperate with Bank in any effort to collect on any lost or missing item.

3. **Authorized Signature.** You confirm that the specimen signature(s) appearing on the signature card(s) delivered to Bank on an Account is/are the genuine signature(s) of the person(s) indicated. Unless otherwise specified in the signature card(s) delivered to Bank, we are expressly authorized, without limitation, to recognize and rely upon the signature of any Authorized Person in connection with any payment or withdrawal of funds or the transaction of any other activity with respect to such Account, including without limitation, any changes in the title of the Account or changes of authorized signatures or any release, disclosure and/or production of Information, documents and/or records relating to such Account. Bank is authorized, at its sole discretion, to honor any item drawn or endorsed by any Authorized Person even though the signature thereon does not correspond exactly with the Authorized Person's specimen signature; however, Bank is not obligated to honor any item drawn or endorsed by an Authorized Person unless the signature corresponds exactly with the Authorized Person's specimen signature. Bank is further authorized to honor as genuine the signature or purported facsimile signature of any Authorized Person.

You agree that for a period of not less than five (5) Banking Days after Bank receives written notification of any modification of an Account, including the change or revocation of Authorized Persons, Bank shall continue to be authorized to honor any items or instruments bearing the signature of any previously named Authorized Persons to the Account. In any case, Bank shall not be obligated to accept changes in Authorized Persons to an Account until Bank shall first have received appropriate signature cards duly completed and signed by all new Authorized Persons to the Account. We may, at our discretion, require the closing of an Account and the opening of a new account in the event any Customer requests a change in the title of an Account or a change as to any Authorized Person.

4. **Information/Documentation on Identity, Source of Funds and Transactions.** You shall provide Bank with such information and documentation as the Bank may require, at its sole discretion and from time to time, in order to establish and verify: (a) your identity and that of any Authorized Person having signature authority on an Account; (b) the identity of any nominal or beneficial owner on an Account; (c) the source of any funds deposited in an Account; and (d) any transaction and/or activity passing through an Account. You shall also promptly provide the Bank with all information and documentation as the Bank may require, at its sole discretion and from time to time, to satisfy customer due diligence requirements. To help the Government of the USA fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. All accounts are opened subject to our ability to verify your identity. What this means for you? When you use the services of the Bank, Bank will ask for your name, address, date of birth, and other information that will allow Bank to identify you. Bank may also ask to see a form of identification with your photograph or other identifying documents.
5. **Payment of Items.** Bank may, at its discretion, refuse payment of, and return as unpaid, any item drawn on an Account if the balance of collected funds in the Account is insufficient to pay the total amount of such item, and a service fee will be charged against the Account for the processing and return of the item. Bank accepts no responsibility for the payment of items which are presented the same Banking Day on which deposits are made to an Account, unless there

is already a sufficient balance of collected funds in the Account to pay the total amount of such item. Payment of an item may be refused by the Bank, at its sole discretion, if the item is written in pencil, illegible, improperly prepared, stale or post-dated, presented beyond the date of payment, contains a double endorsement or is not negotiable for any reason.

6. **Endorsements.** Bank may, at its discretion, accept any item endorsed for deposit to an Account and such endorsements may be made manually, with type, by stamp, or otherwise; and any such endorsement will be treated as genuine in all respects and as warranting and guaranteeing all prior endorsements thereon. Payment of an item may, at our discretion, be refused if it is endorsed in pencil, if improperly prepared, if illegible or if the item contains a double endorsement. Any item payable to a Customer may be deposited in and credited to an Account without being endorsed by the payee(s) if the Account title is in the same name as the payee. Bank shall have no liability to you in connection with delays or errors in the return of any item deposited to an Account when the error or lateness is caused by markings on the item made by or on behalf of Customer or a prior endorser in the area of the item reserved for the depository bank endorsement.
7. **Substitute Checks.** When you draw a check on an Account you may receive back from us a substitute check instead of the original check. Similarly, when you deposit a check in an Account, if the item is not paid you may receive from us a substitute check instead of the original.
 - a. What is a substitute check? To make check processing faster, federal law permits Bank to replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check. Some or all the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under applicable law with respect to those transactions.
 - b. **What are your rights regarding substitute checks?** A consumer is an individual who either draws a check on, or deposits a check into, or cashes a check against, an account used primarily for personal, family, or household purposes. If you are a consumer, in certain cases, federal law provides a special procedure that allows you to request a refund for any losses you suffer if a substitute check is posted to your Account (for example, if you believe that we withdrew the wrong amount from your Account or that we withdrew money from your Account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your Account and fees that were charged as a result of the withdrawal (for example, bounced check fees). The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law. If you use this procedure, you may receive up to \$2,500 of your refund (plus interest if your Account earns interest) within ten (10) Banking Days after we received your claim and the remainder of your refund (plus interest if your Account earns interest) no later than forty-five (45) calendar days after we

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

c. **How do you make a claim for a refund?** If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact the Miami Agency at (305) 371-4201 or the New York Agency at (212) 230-1857, as applicable. You must contact us within forty (40) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the Account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances. Your claim must include:

- a description of why you have suffered a loss (for example, you believe the amount withdrawn was incorrect);
- An estimate of the amount of your loss.
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and the following information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, the amount of the check, your Account number and the date of the check.

Unless we specifically permit you to do so, at our sole discretion, you may not deposit in an Account any substitute check that has not been created or previously transferred or presented for payment by a bank in the U.S. check collection process (12 U.S.C. § 5002(2)). This means that, unless we enter into a specific written agreement with you to do so, you cannot deposit in an Account, among others, a substitute check that is created by: (a) an individual; (b) a nonbank entity; or (c) a foreign bank outside the U.S. check collection process.

8. **Debit Card.** You may request a Debit Card by submitting to Bank a completed Debit Card Application (“Card Application”). The issuance and your use of the Debit Card will be governed by the terms and conditions of the separate Debit Card Agreement and Disclosure Statement (the “Card Agreement”). Upon approval by Bank of the Card Application, a Debit Card, together with a copy of the Card Agreement, will be delivered to you. With your Debit Card, you will be able to withdraw funds from your Account. You may use your Debit Card at participating Automated Teller Machines (ATMs) and for point-of-sale transactions to purchase goods or services with merchants that accept VISA® cards. For information regarding the participating ATM networks, please contact the Bank.

9. **Internet Banking Services.** You may specifically request access to and use of certain internet banking services offered by Bank. Such request may be made by submitting to Bank a completed Application for BDB Internet Services. Your access to and use of BDB Internet Services shall be governed by the terms and conditions of the separate BDB Internet Services Agreement and Disclosure Statement.

10. **ACH Debits and Credits.** From time to time, originators that Customer authorizes may send automated clearinghouse (ACH) credits or debits for Customer’s Accounts. These ACH transactions may include transactions that Customer may initiate by check but which a merchant or other payee converts to an electronic debit whether the check is presented

at the point of sale or mailed to a merchant or other payee. For each ACH transaction, Customer agrees that the transaction is subject to the National Automated Clearing House Association (NACHA) Operating Rules and any local ACH operating rules then in effect. Customer agrees that we may rely on the representations and warranties contained in these operating rules and either credit or debit your Account, as instructed by the originator of the ACH transaction. Customer should be careful about giving someone Customer's Account number to help prevent unauthorized transactions on Customer's Accounts. Customer must notify us immediately of unauthorized activity appearing in the Customer's Account(s). The following terms apply to payments to or from your Account that are transmitted through an ACH:

- Your rights as to payments to or from your Account will be based upon the laws governing your Account.
- Credit given by the Bank to you for a payment from your Account is provisional until final settlement has been made or until payment is considered received under the laws governing your Account.
- If payment is made to your Account and the Bank does not receive final settlement or payment is not received under the laws governing your Account, you will not be considered to have received payment, and the Bank will be entitled to reimbursement from you for that payment.
- You hereby authorize any originating depository financial institution to initiate, pursuant to ACH operating rules, ACH debit entries to your Account for electronic presentment or re-presentment of items written or authorized by you.
- Unless the Bank has otherwise agreed in writing, we will notify you of funds debited or credited to your Account on your statement covering the period in which the transaction occurred. The Bank is under no obligation to provide you with any additional notice or receipt.

11. Automated Clearing House (ACH) Stop Payment Orders. From time to time, Bank may receive ACH debits to Customer's Account from previously authorized senders to debit Customer's Account. Customer may ask Bank to stop payment on a future ACH debit to Customer's Account if the item has not already been paid ("ACH Stop Payment"). An ACH Stop preauthorized ACH debit must be made at least three (3) Banking Days prior to the scheduled debit date. Customer is responsible for notifying Customer's sender that Customer has revoked Customer's previous authorization for ACH debits. For an ACH Stop Payment order, Bank also needs Customer's name and telephone number and the type of the Account (demand deposit, money market, etc.). Bank may also need the date on which a prior ACH debit from this sender was posted to the Account so that Bank can obtain the sender's name and sender identification number used by the Customer's sender and printed on Customer's statement. Otherwise, Customer must provide Bank with the company name and company identification number.

A request for ACH STOP Payment order for a consumer Account will remain effective until the earlier of: (a) the withdrawal of the ACH Stop Payment order by the Customer; or (b) the return of the debit entry, or where an ACH Stop Payment order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries.

A request for ACH Stop Payment order for non-consumer Account will be effective until the earlier of: (a) six (6) months from date the ACH Stop Payment order by the Customer; or (c) the return of the debit entry, or where a stop payment

order applies to more than one debit entry relating to a specific authorization involving a specific originator, the return of all such debit entries. Renewals of non-consumer Account ACH Stop Payment orders may be granted in Bank's sole discretion. Each renewal is treated as a new order.

If the Customer wants the ACH Stop Payment order to expire early, Customer must cancel the ACH Stop Payment order on or after the date Customer wants it to expire. Customer may cancel the ACH Stop Payment order by notifying Bank in writing. Customer's request to cancel the ACH Stop Payment order is not effective until Bank has a reasonable opportunity to act on it. Bank automatically cancels the ACH Stop Payment order when the Account on which the item is drawn is closed. No ACH Stop Payment order request, nor the renewal or revocation thereof, shall be valid or effective unless: (a) it is in writing, signed by Customer (or if more than one, any one of them) or any Authorized Person on the particular Account, (b) specifies the Account number and the date and amount of the ACH debit (Bank may also require the name of the person who authorized the ACH debit and the name of the party to whom the ACH debit was made payable, and (c) is delivered to the Bank Office on a Banking Day during regular banking hours with sufficient time to provide Bank with the opportunity to act.

12. Accounts and Account Limitations. We offer the following types of Accounts subject to the restrictions, limitations and applicable fees specified herein, which may be amended at our sole discretion:

a. Demand Deposit Account.

- **General Information:** This type of Account is a transactional account that has a minimum balance requirement and unlimited debit and check-writing privileges. Demand Deposit Accounts are generally non-interest bearing Accounts. Notwithstanding the foregoing, Bank may, at its sole and absolute discretion, offer interest-bearing Demand Deposit Accounts to its Customers, on a case-by-case basis and from time to time on such terms and conditions acceptable to Bank in its sole and absolute discretion.
- **Minimum Balance Requirements:** We will require a minimum daily balance to open and maintain a Demand Deposit Account, which Minimum Balance may be varied by Bank from time to time. Refer to the Bank's Fee Schedule made available by Bank, as same may be amended from time to time in Bank's sole and absolute discretion.
- **Maintenance Fees:** There will be no maintenance fee on a Demand Deposit Account in any calendar month when the daily balance is higher than the required minimum. In any calendar month when the daily balance is less than the required minimum, the Demand Deposit Account will be debited a maintenance fee for that month. Refer to the Bank's Fee Schedule made available by Bank, as same may be amended from time to time.
- **Interest-Bearing Demand Deposit Accounts:** Most Demand Deposit Accounts do not earn interest. Notwithstanding the foregoing, Bank may, at its sole and absolute discretion, offer interest-bearing Demand Deposit Accounts to its Customers, on a case-by-case basis and from time to time on such terms and conditions acceptable to Bank in its sole and absolute discretion. For more information on interest rates and annual percentage yields for interest-bearing Demand Deposit Accounts, please refer to Paragraph 12(h) of this Agreement and visit our website for terms and conditions or call your relationship manager.

b. Money Market Account.

- **Minimum Balance Requirements:** We will require a minimum daily balance to open and maintain a Money Market Account ("MMK Account"), which Minimum Balance may be varied by Bank from time to time. Refer to the Bank's Fee Schedule made available by Bank, as same may be amended from time to time.
- **Maintenance Fees:** There will be no maintenance fee on a MMK Account in any calendar month when the daily balance is higher than the required minimum. In any calendar month when the daily balance is less than the required minimum, the MMK Account will be debited a maintenance fee for that month. Refer to the Bank's Fee Schedule made available by Bank, as same may be amended from time to time.
- **Interest Calculation:** The balance of the Money Market Account will earn simple interest on collected funds at such rate as Bank deems appropriate from time to time at its sole discretion, during any calendar month when the average daily balance of such Account is higher than the required minimum. The Bank will credit your Money Market Account monthly with the interest due.
- **Withdrawals:** Bank reserves the right to require at least seven (7) days' written notice prior to withdrawal of funds from a MMK Account. You may make unlimited withdrawals in person from a MMK Account. However, under federal regulations, the number of withdrawals you may make from a MMK Account by check or pre-authorized or automatic transfer is limited to a combined total of no more than six (6) per month (whether resulting in the transfer of funds to a third party or to another Account belonging to you or to any of you). Bank reserves the right to impose a penalty for violations of these limitations, including (without limitation), nonpayment of interest in the MMK Account that month. Moreover, federal regulations may require Bank to revoke your check-writing privileges or to terminate your MMK Account in the event that you continue to violate these limitations. If you repeatedly are in violation of this paragraph, we may convert your MMK Account to a non-interest-bearing account.

c. Time Deposit Account.

- **General Information and Time Requirements:** We offer Time Deposit Accounts only to Customers with existing Accounts at Bank with various terms for the payment of interest and with interest paid at maturity. With a Time Deposit Account, you agree to leave your funds in the Account for a specific period of time called the "term." The last day of the term is the "maturity date." The maturity date is the first day you may withdraw funds without paying an early withdrawal penalty.
- **Minimum Balance Requirements:** We will require a minimum deposit to open and maintain a Time Deposit Account. This Minimum Balance Requirement may be varied by Bank from time to time. Refer to the Bank's Fee Schedule made available by Bank, as same may be amended from time to time.
- **Interest Calculation:** The Time Deposit Account will earn simple interest at such rate as is set by Bank at its sole discretion from time to time. The interest will be paid as per the agreement between Bank and the Customer.

- **Early Withdrawal Penalties:** When you open a Time Deposit Account, you agree to keep the principal on deposit with us for the term you have selected. We may impose a substantial penalty if you withdraw any principal before the maturity date. It may be necessary to deduct all or portion of the penalty from the principal amount of the deposit. Any Time Deposit subject to a partial/total withdrawal during the first seven (7) days will be subject to a minimum penalty of seven (7) days interest on the amount withdrawn. (No exceptions are permitted). Refer to the Bank's Fee Schedule made available by Bank, as same may be amended from time to time for information regarding applicable early withdrawal penalties.
 - **Automatic Renewal and Grace Period:** Whenever you establish a Time Deposit Account, we will provide you with written confirmation of the amount of principal, the dates of opening and maturity and the rate of interest to be paid. A Time Deposit Account shall be renewed automatically and successively for a period identical to its original term unless Bank receives contrary instructions in writing. The renewal will be at the rate of interest prevailing on the renewal date and for a period equal to the previous term of the Time Deposit Account or for a period as Bank may deem appropriate under the circumstances at its sole discretion. There is a ten (10) calendar-day grace period after the maturity date, during which you may request Bank not to renew the Time Deposit Account and during which additional funds can be deposited or funds can be withdrawn without paying an early withdrawal penalty. At your written request, the maturity interest may be credited to your Demand Deposit or MMK Account, otherwise, interest will be added to the principal balance of the Time Deposit Account upon renewal.
- d. **Personal Savings Accounts.** Personal Savings Accounts may only be established by individuals. Bank will require a minimum average daily balance to open and maintain a Personal Savings Account, which minimum shall be set by Bank from time to time. There will be no maintenance fee on a Personal Savings Account in any calendar month when the average daily balance is higher than the required minimum. In any calendar month when the average daily balance is less than the required minimum the Personal Savings Account will be debited a maintenance fee for that month. The maintenance fee may be varied by the Bank at its sole discretion from time to time. The balance of the Personal Savings Account will earn simple interest on collected funds at such rate as Bank deems appropriate at its sole discretion, from time to time, during any calendar month when the average daily balance of such Account is higher than the required minimum. Interest will be compounded quarterly and credited to your Account at the end of each quarter. There are no limitations on the amount, number or frequency of personal withdrawals (such as by ATM). However, pursuant to federal regulations, you are not permitted to make more than six (6) third party transfers during each statement period. A third-party transfer is a payment or transfer that is payable to someone other than an accountholder of the Personal Savings Account. The "date paid" appearing on the account statement will be used for applying these limitations. Federal regulations may require Bank to impose penalties in the event you continue to violate these limitations. Bank is also required under federal regulations to retain the right to ask for seven (7) days' written notice before you may withdraw from the above referenced Accounts.
- e. **NOW Accounts.** NOW Accounts may only be established by individuals, by certain non-profit organizations and by governmental entities. Bank will require a minimum average daily balance to open and maintain a Now Account, which minimum shall be set by Bank from time to time. There will be no maintenance fee on a Now Account in any calendar month when the average daily balance is higher than the required minimum. In any calendar month when

the average daily balance is less than the required minimum the Now Account will be debited a maintenance fee for that month. The maintenance fee may be varied by the Bank at its sole discretion from time to time. The balance of the Now Account will earn simple interest on collected funds at such rate as Bank deems appropriate from time to time at its sole discretion, during any calendar month when the average daily balance of such Account is higher than the required minimum. The Bank will credit your Account monthly with the interest due. There is no limitation as to the number of checks or transfers made from such Account. Bank, however, is required under federal regulation to retain the right to ask for seven (7) days' written notice before you may withdraw from the above referenced Accounts.

- f. International Banking Facility (IBF) Time Deposits. If a Time Deposit is established in the Bank's International Banking Facility (IBF), federal regulations require a minimum maturity, or required notice period prior to withdrawal, of two (2) Banking Days. Additionally, federal regulations will not permit a deposit or withdrawal of less than US\$100,000 except withdrawal of interest earned or to close the Account. It is policy of the Board of Governors of the Federal Reserve System that, with respect to non-bank customers, deposits received by International Banking Facilities may be used only to support the non U.S. operations of a depositor (or its foreign affiliates), located outside of the United States and that extensions of credit by International Banking Facilities may be used only to finance the non U.S. operations of a customer (or its foreign affiliate) located outside of the U.S.
- g. Pay/Transfer on Death Account. If you establish and maintain a deposit or investment account payable to a third party upon your death, you agree to and acknowledge the following terms and conditions:
- In case there is more than one accountholder, all accountholders shall direct to the Bank that all funds deposited in the Account during the lives of the accountholders shall constitute the joint property of all accountholders, payable to any of the accountholders, in whole or in part. Accountholders also agree that during their lifetime, withdrawals are to be made from the Account only upon a draft or order signed by any one of the accountholders.
 - Upon the death of all of the accountholder(s), the balance, if any, of funds on deposit in the Account shall vest in, and shall be payable to, the Beneficiary(ies) named by the accountholders in the Account Opening Form, in equal shares. If none of the Beneficiary(ies) survive the accountholder(s), the balance, if any, of funds on deposit in the Account shall vest in and be payable to the estate of the last survivor of the accountholder(s). If any of the Beneficiaries survive the accountholders(s) but die(s) before payment is made by the Bank, the amount owing to such Beneficiary shall be payable to such Beneficiary's estate. If a Beneficiary who would be entitled to payment under this Agreement is a minor, the Bank, at its sole discretion, may withhold payment to such Beneficiary until he/she reaches the age of eighteen (18) years or the Bank may make payment to a court appointed guardian of the minor Beneficiary.
 - The Bank may require, at its sole discretion, the delivery of certified death certificates, IRS Transfer Certificates and such other documents as it deems appropriate, as a precondition of its payments to the Beneficiary(ies). The receipt or acknowledgement of the accountholder(s), or upon the death of the same, of any of the aforesaid

Beneficiary(ies), of any payment made from the Account shall be a valid release of the Bank and will discharge the Bank from any responsibility to the accountholder(s) and Beneficiary(ies) relevant to such payment.

- Accountholder(s) authorize the Bank to charge against any funds on deposit in the Account any indebtedness owing to the Bank at any time by the accountholder(s).
- Accountholder(s) for his/her(them)self(ves), his/her(their) heirs, executors, administrators, assigns and successors in interest, including the aforementioned Beneficiary(ies), do hereby indemnify and hold harmless the Bank from and against any and all liability and loss which the Bank may incur by reason of or in connection with any action taken by the Bank in the management of the Account or in its performance of any actions under this Paragraph. Furthermore, the accountholder(s) for his/her/(them)self(ves), his/her(their) heirs, executors, administrators, assigns, and successors in interest, including the aforementioned Beneficiary(ies), hereby agree to reimburse the Bank for all costs and expenses, including attorney's fees, incurred by the Bank in the management of the Account or in its performance of any actions under this Paragraph, regardless of whether or not any suit is pending.

INTEREST:

We reserve the right, at our sole discretion to change the interest rates and annual percentage yield paid by us on any interest-bearing Account.

The interest rate and annual percentage yield we offer on the same type of Account may be higher or lower based on the specific Customer, Account location or channel through which the Account is opened. We may also consider your relationship with us in setting interest rates on your Account, such as whether you have other Accounts with us, your balances with us in your other Accounts and how you use services that we offer with your Accounts. We occasionally offer special promotions on specific Accounts and/or to specific Customers. These offers do not apply to all Accounts, Customers, or methods of Account opening. For current interest rates and annual percentage yields, visit our website for terms and conditions or call your relationship manager.

Your Account(s) will earn simple interest on the collected balance during any calendar month when the daily balance of such Account is higher than the required minimum. Bank will compute interest on the funds in your Accounts on a 360-or 365-day basis, depending on the actual number of days the collected funds are on deposit. To determine the amount of interest to be paid to your Account, we use the daily balance method.

This method applies a daily periodic rate to the collected balance in the Account each day. Interest is credited to your Account monthly. Interest begins to accrue when we receive credit for the funds deposited to the Account. We receive credit for cash, electronic payments and the deposit of a Bank check on the same Banking Day the cash or check is deposited into the Account. We receive credit for checks drawn on other financial institutions based on the availability schedule established by the Federal Reserve Bank of Atlanta. The balance in an interest-bearing deposit Account for which Bank has received credit is called the collected balance. We may not pay interest on funds deposited by a check which is returned unpaid. Interest will not be paid if your Account is closed before accrued interest is credited to the Account.

We may offer new, discontinue and/or convert Accounts, products and services from time to time and in its sole and absolute discretion. The types of Accounts, products and services we offer may vary depending on the specific Customer, Account location or channel through which the Account, product or service is opened or maintained. In determining which Accounts, products or services we may offer to you from time to time, we may consider your relationship with us, whether you have other Accounts with us, your balances with us in your other Accounts and how you use services that we offer with your Accounts. We occasionally offer special promotions on specific Accounts, products and services and/or to specific Customers. These offers do not apply to all Accounts, products, services. Customers, or methods of Account opening.

13. Processing and Posting Orders. This paragraph summarizes how Bank generally posts transactions to your Accounts. The system prioritizes the order of posting categories based on a hierarchical structure that incorporates three main levels of control: Posting Method, Posting Group, and Posting Category. Here's how prioritization works:

a. Posting Method

The posting method is the foundational element that dictates how transactions are prioritized within a posting category. There are several methods available:

- High to Low Order: Transactions are presented starting from the highest monetary value to the lowest.
- Low to High Order: Transactions are processed from the lowest monetary value to the highest.
- Order Received: Transactions are sorted by the date and time they were received.
- Serial Number Order: Transactions without serial numbers are processed first, followed by those with increasing serial numbers.

b. Posting Group

Each posting category contains several posting groups, which are user-defined four-digit identifiers. Each group can utilize only one of the posting methods. The transactions within a posting group are processed according to the defined posting method of that group.

c. Posting Category

The posting category is the highest level of control, which can contain multiple posting groups. Each category is assigned a user-defined name and can execute all transactions within it using the same posting method.

Posting Order Execution

When transactions are processed, the system follows this order:

1. **Process all transactions within a posting category based on the defined posting method.** For example, if a posting category uses the “Low to High Order” method, all transactions within that category will be presented starting from the lowest amount.
2. **Within each category, transactions are sorted by their posting group.** The order of posting groups is based on the defined posting method, meaning that the rules applied will vary depending on whether the transactions are sorted by value, time, or serial number.

3. Finally, each group is processed according to its respective posting method before moving on to the next group within the category.

Example of Prioritization

As an example, consider that a posting category has three groups with the following methods:

- Group A (Low to High Order)
- Group B (Order Received)
- Group C (Serial Number Order)

The system will:

1. Process all transactions in Group A first, in ascending order based on transaction value.
2. Next, process Group B transactions based on the order they were received.
3. Finally, process Group C transactions based on the serial number order.

By following this structured approach, the system effectively manages the posting order, ensuring that transactions are processed accurately and efficiently.

14. Overdrafts. If the balance of collected funds in an Account is insufficient to pay an item or items drawn by you thereon, we will not be required to pay such item(s), but you agree to pay a service charge for the processing and return of the item(s). If we, at our sole discretion, agree to pay such item, we may deduct an overdraft charge from the Account ("Overdraft Charge"), and you agree to pay the overdraft balance and the Overdraft Charge within five (5) calendar days from the date of the overdraft. In the event of an overdraft balance in an Account, we shall have the right, at our sole discretion, to charge you interest on the amount of the overdraft at such interest rate as we deem appropriate (but not to exceed the highest interest rate allowed by applicable law) ("Overdraft Interest"), and to set-off against or charge to any Account which you may have at Bank, the amount of such overdraft and Overdraft Interest thereon, without prior notice to or the consent of the Customer. Bank makes no representation that Bank's Overdraft Interest is the lowest or best rate of interest offered by Bank for overdrafts or for loans of any other kind. In order to provide funds with which to pay an item presented for payment on an Account, or to cover an overdraft in an Account we may, at our sole discretion, transfer funds from one Account of yours to another Account of yours, regardless of whether either Account is joint or single and/or a Demand Deposit, Money Market or a Time Deposit Account; however, in the absence of a specific written agreement to the contrary with you. Bank shall be under no obligation to provide funds from another Account.

You may specifically request in writing, in the appropriate form provided by Bank, that Bank grant you, subject to such terms and conditions we deem appropriate, a credit facility whereby you will be permitted from time to time to overdraft a specified Account up to a specified aggregate maximum amount not to be exceeded at any one time ("Overdraft Facility"). Notwithstanding the foregoing, the Bank may grant your request to establish an Overdraft Facility only at its sole and absolute discretion and on such terms and conditions acceptable to Bank.

15. Joint Account. If an Account is in the name of more than one individual, we shall treat the Account as a joint tenancy with right of survivorship and not as a tenancy in common (“joint Account”). A joint Account shall be subject to the terms and conditions generally governing such an Account, including but not limited to the following: (a) upon the death of any Customer to the Joint Account, the survivor(s) shall be the sole owner(s) of the Joint Account; (b) all funds deposited in the Joint Account shall be held and owned by any one Customer as his or her undivided property with right of survivorship; (c) each Customer shall have full power to control and to act singly in all matters related to the Joint Account as if it were owned by that Customer individually including but not limited to, the following: (i) any Customer is authorized to deposit in the joint Account monies belonging to and/or items payable to one or more Customer and to endorse same or deposit same to Bank without endorsement; (ii) any Customer is authorized to withdraw and/or transfer funds from a Joint Account; (iii) any Customer is authorized to obtain any information regarding the joint Account; and (iv) any Customer may pledge, assign or grant a security interest in the Joint Account; and in any funds deposited therein.

We are authorized to withdraw, transfer or pay any monies on such Joint Account upon the order of: (a) any Customer, (b) any surviving Customer, or (c) in the event of the death of all Customers, to the executor, administrator or personal representative of any Customer, without regard to the original ownership of the monies deposited. Any Customer may request a Stop Payment (pursuant to Paragraph 17 of this Agreement) on any items drawn on the Joint Account. We may, at any time and at our sole discretion, decline to pay any or all items drawn on a joint Account except for items drawn by or to the order of every Customer thereunder.

Each Customer to a Joint Account shall be jointly and severally liable to Bank for all charges and overdrafts or any other liabilities occurring in the Joint Account, regardless of which Customer participated in such overdraft or liability, or benefited from its proceeds.

We shall have no obligation to notify any Customer regarding any action in the joint Account or changes to a Joint Account made by any other Customer. Although Bank shall have no obligation to notify a Customer regarding any change to or other action concerning the Account made or taken by Customer, Bank may, notwithstanding any other provisions of this paragraph, require the signatures of all Customers in order to pay any item or take any other action relating to the Account, if Bank has received conflicting demands or instructions from any two or more Customers, has received an instruction signed by less than all Customers seeking to change the title of (or restrict the payment or transfer of funds in) the Account, or has concluded for any other reason, in Bank’s discretion, that it is prudent to require the signatures of all Customers.

If a joint Account is in the name of a husband and wife, we shall treat such joint Account as a tenancy by the entireties rather than a joint Account; however, such tenancy by the entireties will nevertheless be subject to the provisions for joint Accounts set forth herein.

16. Prohibited Pledge or Encumbrance. No Account may be pledged and/or encumbered without the prior written consent of Bank, which must be obtained after reasonable written notice has been given to Bank of such intended pledge or encumbrance. Any pledge and/or encumbrance of an Account must be effectuated through a written instrument acceptable to Bank in form and substance. You cannot transfer legal or beneficial ownership of an Account without our consent except as a result of death, bankruptcy, divorce, marriage, incompetency, or judicial attachments. No transfer

or assignment of an Account shall be valid unless notice of the assignment has been given to the Bank in written form satisfactory to the Bank, and then only after the Bank has given written approval and has had reasonable time to record the transfer or assignment on its books and records. In general, it is not the policy of the Bank to allow transfers or assignments of Accounts.

17. Stop or Hold Payments. You may request in writing the stop payment of an item, or the conditional hold payment (until its date) of a “post-dated” item, if the item has not already been paid (hereinafter collectively a “Stop Payment”).

No Stop Payment request, nor the renewal or revocation thereof, shall be valid or effective unless it: (a) is in writing and is signed by Customer (or if more than one Customer, then any one of them) or any Authorized Person on the particular Account, (b) specifies the Account number and the number, date, amount and payee of the check, and (c) is delivered to a Bank Office on a Banking Day during Banking Hours with sufficient time to provide Bank with the opportunity to act. A Stop Payment received by Bank during Banking Hours will be posted to the Account after the close of Bank’s Banking Day. If the Stop Payment is received after 2:00 p.m. ET, the Stop Payment will be posted on the next Banking Day.

A request for Stop Payment will be effective for a maximum period of six (6) months, but a renewal may be requested in writing prior to the expiration of the six (6) month period. Renewals may be granted at Bank’s sole discretion. Each renewal is treated as a new Stop Payment order. If Customer wants the Stop Payment order to expire in less than six months. Customer must cancel the order on or before the date Customer wants it to expire. Customer may cancel the Stop Payment order in writing. Customer’s request to cancel the Stop Payment order is not effective until it is received by Bank and Bank has had a reasonable opportunity to act on it. Bank will cancel the Stop Payment order automatically when the Account on which the item is drawn is closed. If the item is presented for payment after the Stop Payment request expires, Bank may pay the item.

If Bank pays an item for which a valid and effective Stop Payment request was received. Bank will not be liable to you for any indirect or consequential damages. You agree not to hold Bank responsible if the item is paid because of misidentification so long as Bank has followed its usual procedures for handling a Stop Payment order.

By requesting a Stop Payment, you agree to: (a) reimburse us for any loss that results from nonpayment of the check; (b) cancel the Stop Payment promptly and in writing if the check is destroyed or otherwise taken out of circulation; (c) notify us in writing before you issue a replacement for the check; and (iv) write on the face of the new check the word “Replacement” and a number and date different from that of the original check.

18. Stale Dated and other Checks. If a stale dated check (that is, one which is more than six months old) is presented against an Account, Bank may pay the check or return it at its sole discretion. Furthermore, if a check is presented against an Account which contains an expiration date. Bank may pay the check or return it at its sole discretion. This paragraph will apply to any check which contains an expiration date, including, but limited to, a check which contains a legend on the fact of the check stating. “Void after [any specified date or time period]”.

It is your duty to notify the Bank in writing of your issuance of any post-dated check prior to its presentment for payment, giving a complete description of the item, including the payee, the date, the check number, and the amount of the check; in the absence of such written notice, the Bank shall not be liable for paying any post-dated check before

the date written on the check, or in the case of a check with an expiration date, after its expiration date. A charge may be made for each such item issued by the Customer.

- 19. Statements of Account.** Bank is authorized and directed to mail for each Account (except Time Deposits), to your last known address and at the close of each accounting period for the particular Account (as determined by Bank from time to time), a statement pertaining to the Account activity for the preceding accounting period ("Statement"), unless Bank is directed by you in writing to place the Account is subject to E-Statement arrangement (see Paragraph 20) or a Hold Mail arrangement (see Paragraph 21). Bank will also send confirmations on your Time Deposits ("Confirmations") unless your Accounts are subject to a Hold Mail arrangement or E-Statement arrangement. Bank shall have no liability for the safe delivery of Statements/Confirmations and accompanying items and documents mailed to Customer, if any Statements/Confirmations are returned to Bank because of an incorrect address, Bank may stop sending Statements/Confirmations to you until the address is rectified by Customer.

You agree to exercise reasonable care by promptly examining each statement and all accompanying items and documentation upon receipt, and promptly reporting to Bank any problem, irregularity or error in the Statements/Confirmations or in the Account, and particularly, any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account. Because you are in the best position to detect problems, irregularities or errors of account, unauthorized signatures, endorsements or alterations of items, Customer shall be fully precluded from asserting any dispute or difference as to a Statement/Confirmation and from asserting any claim or cause of action against Bank for any payment, withdrawal, debit or transfer described in a Statement/Confirmation or evidenced by any of the accompanying items or documentation if: (a) you fail to exercise reasonable care in delivering written notice to Bank at the Bank Office of any alleged problem, irregularity or error within twenty (20) calendar days after the Statement/Confirmation, items or documentation shall have been mailed or made available to Customer, whichever is earlier, or (b) the item was forged so cleverly (as by unauthorized use of facsimile machine or otherwise) that the forgery or alteration could not be detected by a Bank employee. If you fail to provide such notice, you shall also be precluded from asserting against Bank any unauthorized signatures or alterations by the same wrongdoer on items paid by Bank after the time period mentioned above lapsed, but before Bank receives notice. You shall not be relieved of this obligation by reason of the fact that you obtained your E-Statements pursuant to Paragraph 20 or the Statement/Confirmation and accompanying documentation have been placed on Hold Mail in pursuant to Paragraph 21; Customer being under an affirmative obligation to retrieve such Statement/Confirmation and accompanying documentation at the Bank Office on the date that the Statement/Confirmation and documentation are customarily sent or made available, and to review them within the twenty (20) calendar day period specified above. Similarly, you shall not be relieved of this duty by reason of the fact that any Statement/Confirmation and accompanying items or documents were not received or made available to you, unless you shall notify Bank in writing thereof within twenty (20) calendar days from the date they are customarily sent or made available.

- 20. E-Statements.** You may elect, in writing, to instruct the Bank to make monthly Statements of Account (and copies of checks) and the Confirmations of Time Deposits available to you exclusively in electronic form (collectively "E-Statement(s)") via BDB Internet Services. You understand that by electing to receive E-Statements, you will not receive any Statements/Confirmations or copies of checks, except as otherwise provided herein. Notwithstanding the foregoing. Bank shall have the right, at its sole discretion, should it deem it necessary or advisable in order to protect,

maintain and/or assert any rights of Bank in regards to you, the Account(s) or any of your transactions with Bank, or for any other reason, to mail, send and/or deliver any Statements/Confirmations as well as checks, items, debit memos, and/or credit memos in printed form to you at your last known address appearing in Bank's records.

You expressly agree and acknowledge that by electing to utilize E Statements you are not relieved of your obligation to carefully review and examine each E-Statement immediately upon receipt, and to promptly report to Bank any problem, irregularity or error in any E-Statement or in any items or documents accompanying same, and particularly any problem, irregularity or error relating to any payment, transfer, withdrawal, debit or credit in the Account(s), pursuant to Paragraph 19 of this Agreement. You agree and acknowledge that you are under an affirmative obligation to access and review the E Statement on the date that an E Statement is customarily made available to you via BDB Internet Services. Each E-Statement delivered by Bank at the Customer's request shall be deemed to have been made available to and received by Customer as of the date of the E-Statement. You hereby agree to indemnify (and to hold harmless) Bank and its officers, directors, employees, agents and affiliates against and from any and all losses, damages, fines, penalties, expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal or without litigation) and other liabilities that may at any time or times result from or relate to your election to receive E-Statements.

Except as otherwise required by law, Bank shall have no obligation whatsoever to notify you about the availability of any E Statement posted by Bank hereunder. Bank may terminate the E Statement arrangement at any time.

FOR CONSUMER ACCOUNTS ONLY: You agree and acknowledge, as set forth in Paragraph 19 of this Agreement, that you shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against Bank for the payment of any item listed or evidenced by any E Statement, unless the Bank receives written notice from you of the alleged problem, irregularity or error within sixty (60) days of the date that such E-Statement is made available to you.

Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to you via Bank's internet Service, unless Customer notifies Bank, in writing, of the non-availability of such E Statement within sixty (60) days of the date the E-Statement is customarily made available.

FOR NON-CONSUMER ACCOUNTS. You agree and acknowledge, as set forth in Paragraph 19 of this Agreement, that you shall be fully precluded from asserting any dispute or difference as to any E-Statement and from asserting any claim, demand or cause of action against Bank for the payment of any item listed or evidenced by any E Statement, unless the Bank receives written notice from you of the alleged problem, irregularity or error within twenty (20) days of the date that such E-Statement is made available to you.

Customer shall not be relieved of the duty to examine any E-Statement by reason of the fact that such E-Statement was not made available to you via Bank's internet Service, unless Customer notifies Bank, in writing, of the non-availability of such E Statement within twenty (20) days of the date the E-Statement is customarily made available.

21. Hold Mail: You may specifically request this service on the Account Opening Agreement, or through any equivalent applicable application form. In such an event, Bank will retain and not forward Mail (as hereinafter defined) to you.

Except as otherwise required by law, Bank is hereby expressly authorized and directed to hold and retain at the Bank, all mail, correspondence, notices, legal process, statements of account, checks, items, debit and credit memos, and any other written documents (collectively, the "Mail") which Bank, from time to time, may produce and/or receive in connection with, or which Bank may be obligated or wish to deliver to Customer with regard to, an Account and any loans, deposits, letters of credit or other transactions that Customer may have with Bank. Each item of Mail held by Bank at the Customer's request shall be deemed to have been made available to and received by Customer as of the date of the item. Notwithstanding the foregoing, Bank shall have the right, at its sole discretion, should it deem it necessary or advisable in order to create, protect, maintain and/or assert any rights of Bank with regard to Customer, the Account(s) or any transactions of Customer with Bank, or for any other reason, to send and/or deliver any Mail to you at your most recent address as reflected in Bank's records. Except as otherwise required by law, Bank shall have no obligation whatsoever to notify you about the existence of any Mail held by Bank hereunder or about any Mail sent or delivered by Bank to you.

Customer shall regularly arrange to examine any Mail held by Bank hereunder by personally (or by proxy) retrieving such Mail at the Bank Office and/or by delivering written instructions to the Bank Office (in form and substance satisfactory to Bank) designating the manner of delivery of the Mail to Customer. Bank shall hold the Mail for a period of one (1) year after same is ready for mailing or forwarding. At the retention of Mail for one (1) year without pick up by Customer, such Mail will either be forwarded to your most recent address as reflected in Bank's records or destroyed, in the Bank's sole discretion. Either party may discontinue the hold mail arrangement at any time by giving written notice to the other of such discontinuance, provided however, that Bank may continue to rely upon the terms herein until Bank has had a reasonable opportunity to act on the notice of discontinuance. If your Account with Bank is closed, you shall have ninety (90) days from the date of closing to instruct Bank in writing as to how to make your mail available to you, and if you fail to do so and/or to retrieve your mail within such ninety (90) day period, Bank is hereby authorized, at its sole discretion, to destroy such mail without any risk or liability whatsoever on our part. You hereby agree to indemnify (and to hold harmless) Bank and its officers, directors, employees, agents and affiliates against and from any and all losses, damages, fines, penalties, expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal or without litigation) and other liabilities that may at any time or times result from or relate to this service.

Customer agrees that Bank shall charge, and the Customer shall pay Bank promptly, any fees as Bank may charge from time to time for hold-mail services. Such fees shall be posted in Bank's fee schedules published at the Bank's international online platform "bancodebogotainternacional.com" (Fee Schedule) and may be changed from time to time without prior notice to the Customer.

22. Power of Attorney. Bank may, at its sole discretion, accept or act upon your designation of an attorney in fact to operate or transact business through an Account. Any instrument or document purporting to constitute a grant by Customer of a power of attorney or other authorization to any other person or entity relating to an Account must be in form and substance acceptable to Bank. If and to the extent that Bank determines to honor a power of attorney or other authorization by Customer, Bank shall be entitled to rely thereon and shall not be liable to you by acting in reliance thereon, provided that any action taken by Bank occurs before Bank receives and has reasonable opportunity to act

upon, written: (i) revocation of the power of attorney; (ii) notice of the death of Customer; or (iii) notice that Customer has been declared legally incompetent.

- 23. Forms & Checks.** Bank will arrange for the printing of all checks, deposit slips, stop payment requests and other forms and documents necessary for the handling and operation of an Account (“Account Form(s)”). Bank shall not be required to accept any document or instrument other than an Account Form with reference to any transaction pertaining to an Account, unless Bank, at its discretion, has agreed in writing with Customer to accept such instrument or document. Customer shall maintain custody and control of all checks and checkbooks received from Bank relating to an Account in a safe and sound manner, so as to avoid any possibility of theft, loss or alteration. Furthermore, Customer shall immediately report to Bank in writing, by facsimile or expedited mail, the theft, loss or alteration of any check or checkbook.
- 24. Dormant Accounts.** If no deposits shall have been made or items drawn on an Account for a period of one (1) year, the Account shall be classified as a Dormant Account and as such will be subject to Dormant Account fees in addition to other normal Account fees. Dormant Account fees will be varied by the Bank at its sole discretion from time to time. Bank reserves the right to withhold any payment, withdrawal or transfer from a Dormant Account until Bank, to its complete satisfaction, is able to reestablish contact with you.
- 25. Account Ownership and Control.** The ownership of an Account (or any part thereof) may not be assigned without Bank’s prior written consent. In the event that the ownership and/or control of an Account or of any funds deposited therein becomes at issue. Bank may, at its sole discretion and without any liability to Customer whatsoever, place a hold on the balance of funds in such Account and withhold any payment, withdrawal or transfer from such Account until the issue has been resolved to Bank’s sole and complete satisfaction.
- 26. Closing of Account.** Bank may, at its sole discretion, close an Account at any time by giving written notice to you of such intention through the U.S. Mail, which notice shall be directed to you at your last known address. After the expiration of five (5) Banking Days from the date of the mailing of such notice, the Account, shall be considered closed. Bank shall mail to Customer a check for the balance, if any, of funds in deposit in the Account. Upon the mailing of notice of intention to close an Account, Bank may thereafter refuse to accept deposits to such an Account, permit withdrawals, collect any item deposited therefor and/or to transact any matter in relation to the Account. Bank shall not be liable for dishonoring any item drawn on an Account which is to be closed if the item is presented for payment after remittance of Bank’s notice of its intention to close the Account. Upon the close of an Account, Bank shall thereafter be relieved of any further legal responsibility or liability on such Account.
- 27. Fees and Charges.** All Accounts shall be subject to those service and maintenance fees/charges heretofore adopted by Bank and now in effect, as reflected in Bank’s current Fee Schedule, and such fees and charges as may be hereafter adopted by Bank from time to time. New service and maintenance fees/charges and changes in existing fees/charges shall become effective by posting notice thereof in a conspicuous place at the Bank’s office, without need of prior notice to Customer. Fees and charges may be regularly deducted from each Account and Bank shall not be liable for the dishonor of any item because of insufficient funds resulting from the deduction of such fees/charges. Customer acknowledges the receipt of the current Fee Schedule.

- 28. Change of Address:** Any notice of a change of address must be in writing, signed by a Customer, and delivered to the Bank. Any mailings, including account statements, which are returned to Bank as undeliverable, may result in the suspension of further mailings until a correct address is received by Bank.
- 29. Correspondents and Affiliates:** Bank will not be liable to Customer for any act, omission, misconduct or negligence of any of its representative offices, correspondents, intermediaries, affiliates or subsidiaries and each correspondent, affiliate, intermediary, or subsidiary shall be liable for its own acts, omissions, misconduct and/or negligence.
- 30. Information/Sharing/Release of Information.** You acknowledge receipt of our Privacy Policy Notice. Our Privacy Policy Notice 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 Notice. We provide a copy of our Privacy Policy Notice with this Agreement and will provide it thereafter as required by applicable law.

Bank is authorized to release any information and/or documentation relevant to Customer and/or any Account that is requested by a governmental authority (whether 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 Customer and/or any Account to any consumer reporting agency, bank or financial institution, as well as to any person or entity to whom Customer gives 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.

- 31. Legal Process/Proceeding.** Should Bank be served or receive any process, subpoena, summons, complaint, order, injunction, execution, distraint, garnishment, levy, lien, pleading or other legal process and/or should Bank become involved in any judicial or administrative action or proceeding (hereinafter jointly or severally referred to as "Process"), which involves you or affects an Account, or which Bank believes involves you or affects an Account, then Bank may, at its discretion, and without liability to Customer: (a) comply with such Process; (b) freeze all or a portion of the funds deposited in any Account and withhold any payment, withdrawal or transfer from such Account until the Process is resolved to Bank's complete satisfaction even if such action results in insufficient funds to pay checks you have written or transfers you have ordered; and (c) follow (and rely or absolutely on) the advice of its legal counsel as to the appropriate response to such Process, even if such advice shall turn out to be incorrect. Bank shall be under no obligation to notify Customer of any Process nor to contest any Process on Customer's behalf.

You shall be liable to the Bank for the payment of, and the Bank may charge to any of your Accounts (whether or not it is the same Account with respect to which the Process relates) for any costs and expenses, including without limitation attorneys' fees incurred by the Bank in addressing and/or responding to any Process. In addition, you agree that if we are not fully reimbursed for our record research, reproduction and handling costs by the party which served the Process, you shall be similarly liable to us. Any garnishment, attachment or other levy against your Account shall be subject to our right of setoff and security interest.

You agree that we will not pay, and you shall not be entitled to receive interest on any funds we hold or set aside in connection with or response to Process. Finally, you agree that we may accept and comply with legal process, irrespective of how and/or where it was received even if the law requires any particular method of service.

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

32. Force Majeure. Without Bank limiting the generality of other provisions of this Agreement, Bank shall not be liable to Customer for any failure, omission, delay, interruption or error in the performance of any of the terms, covenants and conditions of this Agreement or otherwise, due to causes beyond the control of Bank including, without limitation, bank moratoriums or holidays, currency restrictions, trading suspensions, acts of God, public enemy or superior governmental authority, war, civil commotion, legal compulsion, insolvency or ordinary negligence of other financial institutions. Furthermore, Bank shall have no responsibility or liability for any blockage or reduction in the availability of funds in an Account due to restrictions imposed or actions taken by any governmental, supervisory or monetary authority or by any other third party.

33. Pledge and Security Interest. In consideration of any extensions(s) of credit or other financial accommodations(s) now or hereafter given or continued by Bank, or any of its branches, agencies, offices, parent company, subsidiaries, or other affiliates (all of the foregoing, including Banco de Bogota, S.A., the Miami Agency and the New York Agency, being the "Secured Parties") to you or any of you, and as security for the payment of all obligations and liabilities (whether direct or indirect, several or joint, matured or unmatured, liquidated or unliquidated, absolute or contingent, original or arising by purchase or assignment, and whether for principal, interest, attorney's fees, other expenses, or any other amounts) which are now or hereafter owing to any of the Secured Parties by you or any of you (with or without other obligors) (all of such obligations and liabilities being the "Indebtedness"), you hereby assign transfer and pledge to the Secured Parties and grant the Secured Parties a security interest in all of the following, whether now or hereafter existing (the "Collateral"): (a) all Accounts (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, and balances and credits maintained with Bank or with any other Secured Party by you or any of you, (b) any and all other assets (including without limitation all notes, instruments, bonds, and securities) held at or in the possession and/or control of Bank or with any other Secured Party on behalf of you or any of you; (c) all obligations of Bank to you, whether now existing or hereinafter arising; and (d) any and all proceeds of any Collateral. Upon any default by you or any of you in the payment when due of any Indebtedness, Bank and all other Secured Parties are hereby authorized to set off and apply any Collateral constituting funds or the equivalent of funds against such Indebtedness, and to sell or otherwise realize upon any other Collateral and apply the proceeds thereof against such Indebtedness pursuant to any applicable provisions of Article 9 of the Uniform Commercial Code (as adopted in the state where the Customer's Account is held) or in any other manner authorized by law, all at such time or times, to such extent and in such order as Bank and the other Secured Parties may in their discretion elect. The lien,



pledge, security interest, and assignment made hereunder shall be and remain irrevocable until such time as all Indebtedness (including any and every contingent obligation) is paid or otherwise discharged in full and Bank and any other Secured Party are satisfied that no further Indebtedness shall thereafter arise.

34. Indemnification. In consideration for opening and maintaining Account(s), as well as other financial accommodations and services extended from time to time by Bank to Customer, Customer hereby agrees to indemnify and hold Bank harmless from and against any and all claims, causes of action, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses, fees, taxes and any other liabilities, 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 whomsoever brought or caused, which may be imposed upon, incurred by, or asserted against Bank, in any way relating to, or arising out of: (a) this Agreement and Bank's compliance with and/or performance of its duties and obligations hereunder; (b) any dispute or potential dispute arising under this Agreement, including but not limited to, disputes involving Account owners, beneficiaries, and representatives of owners and/or beneficiaries; (c) the presentation, payment or dishonor of any item drawn on an Account (including but not limited to wrongful dishonor claims made against Bank); (d) the acceptance of any item for deposit in an Account; (e) Bank's execution of any funds transfer payment order in accordance with its terms; (f) any action taken by Bank or which Bank refrains from taking with regard to any Collateral; (g) any Process involving or affecting an Account; (h) any transaction effectuated through an Account; (i) any issue as to the ownership of, or authority on, an Account; (j) Bank's compliance with a stop payment request; and/or (k) any breach of the terms and conditions of this Agreement by Customer (the "Indemnified Liabilities").

35. Right of Set Off. In addition to any general banker's lien or right of setoff or similar right to which Bank may be entitled by law, Bank may at any time and without prior notice to you (such notice being hereby expressly waived by you) combine or consolidate (a) all or any of the obligations and liabilities, including all Indemnified Liabilities (whether direct or indirect, several or joint, original or arising by purchase or assignment, and whether for principal, interest, attorneys' fees, other expenses, or any other amounts) which are at any time due and payable to Bank, or any of its branches, agencies, offices, parent company, subsidiaries, or other affiliates (including Banco de Bogota, S.A.) by you or any of you (with or without other obligors), together with (b) all or any of the accounts, deposits (whether general or special, including without limitation deposits owned jointly or by the entireties), interest thereon, balances and credits maintained with Bank, or any of its branches, agencies, offices, parent company, subsidiaries, or other affiliates (including Banco de Bogota, S.A.) by you or any of you (and any obligations of any other types owing by Bank, or any of its branches, agencies, offices, parent company, subsidiaries, or other affiliates (including Banco de Bogota, S.A.) to you or any of you), thereby setting off and applying those assets of yours described in clause (b) above, in such order as Bank may elect, against those obligations and liabilities of yours described in clause (a) above. The rights of Bank, or any of its branches, agencies, offices, parent company, subsidiaries, or other affiliates (including Banco de Bogota, S.A.) under the foregoing paragraph shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded Bank, or any of its branches, agencies, offices, subsidiaries, or other affiliates by law or other contract.

36. Funds Transfers. The provisions of this Paragraph 36 shall, at all times, govern all funds transfer transactions effectuated by you through any of your Accounts at the Bank.



- a. **Definitions.** Unless the context otherwise requires, the terms used in this Paragraph 36 shall have the meanings ascribed to such terms in Article 4A of the Uniform Commercial Code (as adopted in the state where the Customer's Account is maintained) or, if such funds transfers are made through Fedwire, in Regulation issued by the Board of Governors of the Federal Reserve System.
- b. **Disclaimers.** SUBJECT TO PARAGRAPH 36(R) BELOW, NOTHING SET FORTH HEREIN SHALL OBLIGATE BANK TO ACCEPT AND EXECUTE A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF; AND BANK SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF, UPON ITS EXECUTION THEREOF. BANK SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN A PAYMENT ORDER, AND CUSTOMER CONFIRMS THAT THE SECURITY PROCEDURE (HEREINAFTER DESCRIBED) IS NOT DESIGNED TO DETECT ERRORS.
- c. **Payment Orders.** Instructions for funds transfer transactions, and the cancellation or amendment thereof ("Payment Order(s)"), shall be communicated to Bank only via facsimile, E Mail (through BDB Internet Services) or by original writing. Payment Orders must be sent to and received at the Bank Office. Payment orders must be received at the Bank Office on a funds transfer Banking Day and before such cut off time(s) as Bank designates from time to time for Payment Orders. Payment Orders not received on a funds transfer Banking Day or received after the designated cut off time(s) shall not be processed by Bank until its next succeeding funds transfer Banking Day.

Bank reserves the right to process Payment Orders received by Bank from its various customers in such order as is determined by Bank, at its sole discretion. Bank further reserves the right to reject or delay its acceptance and/or execution of any Payment Order which Bank determines is unclear, incomplete or otherwise unsatisfactory to Bank.

If a Payment Order does not specifically designate the Account which is to serve as the source of payment of the Payment Order, any of your Accounts at Bank shall be an authorized Account for such Payment Order, if payment of the Payment Order from that Account is not inconsistent with any restrictions imposed by you on the use of that Account.

Bank will use its best efforts to provide you with written notice of its rejection of any Payment Order on or prior to the execution date of the Payment Order, using the same means of communication used by you to transmit the Payment Order to Bank; provided, however, that Bank shall not be liable to you for interest compensation as a result of its failure to give such notice. You agree that this procedure constitutes a commercially reasonable means of notice.

Bank may condition its acceptance and/or execution of a cancellation or amendment of the Payment Order by any one or all of the following: (a) receipt of adequate information reasonably identifying the original Payment Order, (b) an indemnity or bond holding Bank harmless from any and all liability arising from Bank's execution of the amendment or cancellation, (c) Bank's receipt of sufficient notice to provide it with a reasonable opportunity to act, and (d) compliance with the Security Procedure (hereafter described).

- d. **Security Procedure and Verification.** All Payment Orders issued by you to Bank on an Account shall be subject to verification by Bank, prior to execution, in accordance with the Security Procedure described in the Account Opening Application to be delivered by you to Bank, the terms of which are incorporated herein by reference (the "Security

Procedure”). You hereby confirm that the Security Procedure is **COMMERCIALY REASONABLE** in light of your circumstances and requirements and the type and frequency of funds transfer transactions contemplated by you through the Accounts. You further confirm that the Security Procedure was mutually agreed upon between you and Bank after consideration of several commercially reasonable security procedures offered by Bank. At Bank’s request, you will execute and deliver to Bank a receipt for the Security Procedure materials, in the form requested by Bank.

The Security Procedure is strictly confidential and should not be disclosed by you or an Authorized Person (hereinafter defined) to anyone else. You covenant to establish and maintain adequate procedures to safeguard the Security Procedure. You further covenant that, should you or an Authorized Person (hereinafter defined) have reason to believe that the Security Procedure has become known to any unauthorized person, you shall immediately notify Bank (via verified facsimile) of such disclosure.

Upon verification of a Payment Order pursuant to the Security Procedure, Bank is authorized and directed to execute, pay, and/or act upon such Payment Order pursuant to its terms, without need of any further inquiry of you, and to debit the Account from which the funds transfer is to be effectuated. If a Payment Order is duly verified pursuant to the Security Procedure, except as otherwise provided by applicable law, such a Payment Order will be deemed effective as your Payment Order and you shall be obligated to pay Bank the amount of the Payment Order as provided therein, whether or not such Payment Order was in fact authorized by you or any of its Authorized Persons (hereinafter defined).

Notwithstanding any provisions herein to the contrary, Bank may refrain from executing a Payment Order if Bank believes that it may not have been authorized by you or that there may be a security breach with respect to any Account(s) affected thereby.

- e. **Authorized Persons.** The Bank may accept Payment Orders from any Authorized Person on the Account and in doing so is not required to obtain the consent or authorization of any other Authorized Person on the Account or accountholder.
- f. **Beneficiary and Intermediary.** You shall be solely responsible for correctly identifying the beneficiary’s account and beneficiary’s bank in each Payment Order. Furthermore, Bank may, at its discretion, require you to select, and identify in a Payment Order, the intermediary bank(s) to be used in the funds transfer.

Bank shall rely exclusively upon the identifying number contained in a Payment Order for the intermediary or beneficiary's bank, as well as for the beneficiary’s account (even if the number does not in fact correspond either). In the event of an inconsistency in a Payment Order between the name and identifying number of any intermediary or beneficiary’s bank or beneficiary’s account, you shall be solely and fully liable to Bank for any loss, damage, liability, expense and cost, including reasonable attorneys’ fees, incurred by Bank as a result of such misdescription or inconsistency.

- g. **Funds Transfer System.** Bank shall be authorized to use any funds transfer system that Bank, in its sole discretion, deems appropriate. You acknowledge that each funds transfer system is governed by its own operating rules and regulations and you agree that each Payment Order shall be subject to the rules and regulations of the funds transfer system through which it is transmitted, including all interbank compensation rules governing the settlement of

claims for compensation or adjustments of errors between member banks. You further agree that the funds transfer system selected by Bank in executing a Payment Order shall be considered the agent of you.

- h. Restrictions.** You confirm that each Payment Order is not subject to any restrictions and/or limitations whatsoever relevant to Payment Orders, other than those specifically noted in each Payment Order. Notwithstanding the foregoing, no such restrictions and/or limitations shall be binding upon Bank unless Bank has previously agreed to them in writing.
- i. Record of Telephonic or Other Instructions and Communications.** The Bank may (but is not required to) record, electronically or otherwise, any communications, instructions, and other discussions between you and the Bank that relate to the issue of past, present, or future funds transfers affecting your Account(s). You give your prior consent to these recordings, and it is the parties' intent that this prior consent be the prior consent to such recording, if any, required under applicable' state law.

 - i.** The Bank may retain these records for as long as it deems appropriate and may destroy them at any time in its sole discretion. We may disclose the contents of such records at such times, to such persons, and for such purposes as we deem appropriate in our sole discretion.
 - ii.** The decision to record any telephone conversation shall be solely within the Bank's discretion, and the Bank has no liability whatsoever for failing to do so.
- j. Overdraft.** You agree that each Payment Order shall not exceed the balance of readily available funds in the Account from which the funds transfer is to be effectuated, and that Bank shall have no duty to execute any Payment Order if it exceeds the balance of readily available funds in such Account, if Bank, at its sole discretion, agrees to execute a Payment Order, thereby creating an overdraft in an Account, you agree to promptly pay Bank any overdraft balance resulting in such Account, an overdraft charge, and any interest accruing on such overdraft at the rates established by the Bank according to its Fee Schedule which may be amended from time to time in Bank's sole discretion. Bank makes no representation that its Prime Rate is the lowest or best rate of interest offered by Bank for such overdrafts or for loans of any other kind. You agree that Bank may set off the amount of any such overdrafts, charge and interest against any of your Accounts at Bank. Each Customer is jointly and severally liable for paying any overdrafts. Overdraft Charge and interest created by any Authorized Person, or party to the Account, whether or not the Customer participated in the Payment Order.
- k. Limitation of Liability/Duty to Cooperate**

 - i.** To the maximum extent permitted by applicable law, bank shall not be liable to you for any special, indirect or consequential damages resulting from bank's delayed or improper execution of a payment order or for its failure to execute a payment order, and you shall be limited exclusively to your expenses directly related to the transaction, incidental expenses and interest losses.
 - ii.** The Bank shall not be responsible for any losses or damages resulting from its inability to complete a Payment Order requested by the Customer due to acts of God, fire, storms, floods, actions of any governmental authority, mechanical, computer, telecommunications or electrical failures, equipment malfunctions, war, civil insurrections

or unrest, urban or other guerrilla or terrorist activities, riots, strikes, lock-outs, boycotts, blockades, or any other similar circumstances.

- iii. The Customer confirms to the Bank that neither the provisions of this Paragraph 36 nor any transaction contemplated hereunder will violate any currency exchange control regulations or any other legal restrictions applicable to the Customer.
- iv. The Customer shall execute any documents and perform any acts reasonably requested by the Bank in order to assist in recovering funds from or in any other transaction with any third party or third parties.
- I. **Foreign Currency.** Should Bank receive a Payment Order from you requiring Bank to effectuate a payment in a currency other than U.S. Dollars, Bank shall proceed to debit your Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at Bank's prevailing rate of exchange prior to the execution or payment of the order. You further agree that the execution of a Payment Order which requires payment in a currency other than U.S. Dollars may be reasonably delayed by Bank, as appropriate, in order to permit Bank to complete the conversion of currency. You hereby acknowledge that the beneficiary of the Payment Order may receive less than the original amount of the Payment Order as a result of foreign taxes and fees charged by the beneficiary's bank.
- m. **Indemnification.** Except as may be limited by applicable law, you agree to indemnify Bank and to hold Bank harmless from and against each and all of the following (the "Liabilities"): (i) any costs and expenses incurred by Bank in its execution of a Payment Order or in its performance of the terms and conditions of this Agreement; (ii) all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement and/or Bank's execution of any Payment Order; (iii) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of Bank's execution of any Payment Order or otherwise performing any duties or obligations arising under the terms and conditions of this Agreement; and (iv) any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by Bank as a result of any of the foregoing or because of any breach of the terms and conditions by you. Bank is hereby authorized to set off the amount of any of the Liabilities against any of your Accounts at Bank and each Customer shall be jointly and severally liable for paying such setoff, whether or not the Customer participated in the Payment Order or benefited from its proceeds.
- n. **Advices/Statements: Notification of Error/Discrepancy:** Bank shall provide you with an advice of debit of Account and/or with a statement of Account, which advice and/or statement will provide you with sufficient information to identify the Payment Order. You agree to examine each advice and/or statement promptly upon receipt and to notify Bank immediately via verified written communication of any error or discrepancy in any such records. Bank shall not be liable to you for interest compensation unless Bank is notified of an error or discrepancy within twenty (20) days from the date of your receipt of the advice and/or statement identifying a Payment Order, whichever is earlier. Furthermore, you shall be precluded from asserting any claim against Bank with respect to the Payment Order (or from otherwise objecting to any debit therefore to your Account), unless Bank has received verified written notification from you of any error or discrepancy with regard to a Payment Order within ninety (90) days from the date of your earliest receipt of notification of the Payment Order. You shall not be relieved of these obligations and time limitations by reason of the fact that the advice and/or statement have been placed on "Hold Mail;" you being under an affirmative duty to retrieve such statements and/or advices at the Bank Office on the

date that the statements and/or advices are customarily sent or made available, and to review them within the period specified above.

- o. Records:** The Bank's records relating to Payment Orders or to any funds transfer transaction occurring through your Accounts, kept by Bank in the regular course of its business, shall be presumed to adequately reflect the correct terms and conditions of any Payment Order received by Bank from you.
- p. Fees:** You agree that Bank shall charge, and you shall pay to Bank promptly, such fees as Bank may charge from time to time for the funds transfer services. Such fees shall be posted in Bank's Fee Schedules and may be changed from time to time without prior notice to you, unless required by applicable law.
- q. Notice/Funds Transfers:** All notices directed to Bank relating to funds transfers shall be sent to the Bank Office to the Attn: Operations Manager. All notices directed to you shall be directed to your last known address as reflected in Bank's records.
- r. TERMS & CONDITIONS APPLICABLE TO CONSUMER ACCOUNTS ONLY.**

 - i. Error Resolution Procedures for Electronic Transfers.** For more information regarding the Bank's error resolution procedures regarding electronic funds transfers in consumer accounts, please refer to the Bank's Notice titled "ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS (FOR CONSUMER ACCOUNTS ONLY)."
 - ii. Error Resolution and Cancellation Procedures for International Remittance Transfers subject to Subpart B of Regulation E.** For more information regarding the Bank's error resolution and cancellation procedures that apply to international remittance transfers, within the meaning given to such term in Subpart B of Regulation E issued by the Consumer Financial Protection Bureau, please refer to the Bank's Notice titled: "ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT (For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only)."

37. Bill Payment Services. To establish a bill payment services arrangement with Bank, you shall execute and deliver to Bank a Bill Payment Services Agreement in the form required by Bank.

38. Source of Funds. You understand and acknowledge that the Bank is required under applicable law and its own policies and procedures to take steps to combat the use of the Bank's products, services, and facilities in furtherance of money laundering, terrorism, and other illegal activities. You represent, warrant, and covenant that all funds now or hereafter deposited in the Account shall have a lawful source, and that you shall not conduct or initiate any transaction in or through the Account or the Bank that is unlawful under the laws of the United States, the State of Florida, the State of New York or any other jurisdiction the laws of which are applicable to such transaction. In the event that Bank discovers or receives information indicating that the source of funds in the Account or a transaction conducted by you in or through the Account or the Bank maybe unlawful, the Bank may, in its sole discretion, freeze the Account until the matter is clarified to the Bank's satisfaction and take any other action permitted by applicable law.

You also agree to comply with all US laws and regulations (including but not limited to, the Bank Secrecy Act, USA Patriot Act, Office of Foreign Assets Control ("OFAC") regulations and other similar laws) applicable to the Account. Furthermore, the Bank is required by applicable law to monitor transactions in the Account, and upon request by the

Bank, you agree to provide to the Bank information and supporting documentation, about transactions in the Account on a case-by-case basis.

You shall not permit, directly or indirectly, any payment into the Account or any payment from the Account, with regards to any transaction with a country (including, but not limited to Cuba), entity or individual that may be subject to any sanction or embargo administered, enforced, or imposed by OFAC and/or any law of the Government of the USA (collectively, the "Applicable Restrictions"). Therefore, if a transaction has any relationship, directly or indirectly, with a country, entity or individual that may be subject of any such Applicable Restrictions, the transaction cannot be processed in or through the Account, in addition no proceeds from such transaction may be paid into the Account, whether or not such transaction is evidenced by an invoice, bill of landing, or other document bearing reference to such a country, entity or individual. This includes transactions of transshipment through any country affected by any Applicable Restrictions.

- 39. Limitation of Liability.** Bank and its directors, officers, employees, attorneys, and agents (each of the foregoing, including Bank, being an "Exculpated Party") shall not at any time incur any liability to you (and you hereby expressly waive and release any and all claims and causes of action which you may at any time have against any Exculpated Party) in connection with any acts, omissions, or circumstances at any time or times arising out of or relating to this Agreement, or the presentation, payment, or dishonor of any item drawn on any Account of yours, or the acceptance of any item for deposit in any such Account, or any Process relating to (or appearing to relate to) any such Account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of such Exculpated Party). In addition, each Exculpated Party shall at all times be indemnified, reimbursed, and held harmless by you (and, at the request of Bank be defended by you) from and against any and all claims, demands, causes of action, liabilities losses, damages, costs, and expenses (including without limitation any attorneys' fees, whether incurred at trial, on appeal or without litigation) which may at any time or times be imposed upon, incurred, or suffered by, or asserted against, such Exculpated Party in connection with any acts, omissions, or circumstances arising out of or relating to this Agreement, or any breach of this Agreement by you, or the presentation, payment, or dishonor of any item drawn on any Account of yours, or the acceptance of any item for deposit in any such Account, or any Process relating to (or appearing to relate to) any such Account, or any other matter or transaction contemplated by this Agreement (other than any such acts or omissions amounting to gross negligence or willful misconduct on the part of any such Exculpated Party).
- 40. Notices.** All notices and other communications or writings sought to be given by Bank to you shall be deemed to have been delivered to all Customers on an Account when (a) transmitted to any Customer on the Account via e-mail to such Customer's last known e-mail address; (b) deposited with the U.S. Mail, addressed to any Customer on the Account and directed to such Customer's last known address; or (c) posted in a conspicuous place at the Bank's office or website. Notice from you to Bank will be considered effective when delivered in writing to the Bank's office and received by a duly authorized officer of Bank on a regular Banking Day during regular banking hours.
- 41. Waivers.** Bank is authorized to waive demand, presentment, protest, notice of protest and notice of dishonor as to all items presented to or received by Bank for deposit, collection or payment with reference to any Account.

42. Corporate/Partnership Authority. If Customer is a corporation or partnership, Customer represents that it has complied with all necessary corporate/partnership formalities in relation to the execution and performance of this Agreement, including but not limited to obtaining or adopting all required authorizations, approvals, and resolutions of its board of directors, shareholders and/or partners, that the execution and performance of this Agreement by Customer does not and will not violate any provision of law or of Customer's organizational documents and/or partnership agreement, and that this Agreement represents a valid, binding, and enforceable obligation of Customer.

43. Prohibition Against Internet Gambling Business. The Unlawful Internet Gambling Enforcement Act of 2006 ("Act") prohibits any person engaged in the business of betting or wagering from knowingly accepting payments in connection with Unlawful Internet Gambling, including payments made through credit cards, electronic funds transfers and checks. The Act requires U.S. financial institutions, such as Bank, to identify, block or otherwise prevent or prohibit such payments. To comply with the Act, Bank will not open or maintain an account for any person and/or entities engaged in Internet Gambling Business.

At all times in which you maintain an Account with Bank, you hereby warrant and represent to Bank that: (a) you do not engage in an Internet Gambling Business and you will notify Bank in writing prior to entering into any Internet Gambling Business; (b) you will not process transactions for any person or entity engaged in Internet Gambling Business through your Account(s) at Bank; and/or (c) you will not transmit the payment of any wager or bet relating to Internet Gambling Business through your Account(s) at Bank.

For purposes of this Paragraph, the following terms shall have the following meaning:

- a. "Unlawful Internet Gambling" means the placing, receiving or otherwise knowingly transmitting of a bet or wager by any means which involve the use, at least in part, of the internet where such bet or wager is unlawful under any applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made.
- b. "Internet Gambling Business" means the business of placing, receiving or otherwise knowingly transmitting a bet or wager by any means which involves the use, at least in part, of the Internet.

44. Miscellaneous.

- a. The provisions of this Agreement and all related documents will be governed by and construed in accordance with: (i) the laws of the State of Florida, if the Account(s) is(are) held at Banco de Bogota S. A. Miami Agency; and (ii) the laws of the State of New York, the Account(s) is(are) held at Banco de Bogota S. A. New York Agency, and in any case, without regard to conflicts of law principles thereof.
- b. You hereby acknowledge and agree that any suit, action or proceeding arising out of or relating to this Agreement and all related documents shall be commenced and maintained: (a) in any state or federal court of competent jurisdiction in Miami-Dade County if this Account Agreement is governed by and construed in accordance with the laws of the State of Florida, or (b) in any state or federal court of competent jurisdiction in New York City, if this Account Agreement is governed by and construed in accordance with the laws of the State of New York; provided however, that without prejudice to the above mentioned, at its sole discretion, the Bank may elect to and is hereby authorized by the customer to, commence and maintain any suit, action or proceeding arising out of or relating to



this Agreement and any related document in any court of competent jurisdiction in the Republic of Colombia in which case, the provisions of this Account Agreement and any related document will be governed by and construed in accordance with the laws of the Republic of Colombia. The customer waives objection to the governing law as well as to the exclusive jurisdiction and venue of the aforementioned courts.

- c. With respect to any such actions, suits or proceeding, you hereby expressly and irrevocably (i) submit to the nonexclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (ii) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (iii) 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 waives 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; and (iv) waive any objection it may now or hereafter have based upon improper venue or forum non convenient with respect to such actions, suits or proceedings. 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 Customer 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 Bank to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of its assets or properties.
- d. For purposes of facilitating the personal jurisdiction of the state or federal courts situated in the State of Florida or the State of New York, respectively, over you, each Customer, jointly and severally, do hereby irrevocably appoint and constitute as the agent of the Customer on whom all process in any action or proceeding may be served: (i) the Secretary of the State of Florida, The Capital, Tallahassee, Florida 32301, if this Account Agreement is governed by and construed in accordance with the laws of the State of Florida; (ii) the Secretary of the State of New York, One Commerce Plaza, 99 Washington Avenue, Albany, New York 12231, if this Account Agreement is governed by and construed in accordance with the laws of the State of New York (collectively referred to as the "Agent"). You, jointly and severally, hereby covenant and agree that the Agent, or his successors in that office, shall continue to serve as its agent for service of process until the Indemnified Liabilities are paid in full, and, that service of process by Bank upon the Agent at the address shown above (or such other address as shall be employed by the Office of the Secretary of the State of Florida or New York, respectively, shall constitute good and effective service upon each Customer, sufficient to grant the state and federal courts situated in the State of Florida or New York, respectively, full and complete personal jurisdiction over each Customer.
- e. To the extent permitted by applicable law, we have the unilateral right to change any paragraph of this Agreement at any time, including the interests rates, and can add, change, or delete fees and other provisions relating to your Account, and to the nature, extent and enforcement of the rights and obligations you may have under this Agreement. If permitted by applicable law, the change may be applied to any Account balance outstanding on the effective date of the change. 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 Bank's Office) that will explain what is being changed prior to the effective date of the change. If you maintain your Account(s) with us after the effective date of the change, you will be deemed to have consented to the change as to such Account(s). No change to the terms of this Agreement is valid and binding on us unless authorized by us in writing.



- f. The inapplicability or unenforceability of any paragraph of this Agreement shall not limit or impair the operation or validity of any other paragraph herein.
 - g. Bank reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect Bank's right to enforce any of its rights with respect to other customers, or to enforce any of our rights with respect to later transactions with you. The fact Bank, on any given occasion, may enforce or waive its rights does not obligate Bank to enforce or waive similar rights in the future, nor will this be sufficient to modify the terms and conditions set forth in this Agreement.
 - h. This Agreement contains the complete understanding and agreement between the parties hereto on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters.
 - i. 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.
 - j. This Agreement shall remain in full force and effect, unless subsequently cancelled or amended by Bank in accordance with the provisions of this Agreement.
 - k. Neither the signature of Bank nor that of any Customer shall be required on this Agreement to give force and/or effect thereto and your use of an Account constitutes your consent to be bound by the terms and conditions herein, as amended from time to time.
 - l. This Agreement shall be binding upon the heirs, successors in interest and assigns of Customer. Notwithstanding the foregoing, the rights of Customer under this Agreement shall not be assignable without the prior written consent of Bank, and any assignment without such prior written consent shall be null and void.
 - m. Any version of this Agreement in a language other than the English language is provided only for the Customer's convenience, and the English language shall at all times govern the provisions of this Agreement and their interpretation
45. **Waiver of trial by jury.** 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, any account of customer at bank, 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 the opening and maintaining accounts at bank.

ERROR RESOLUTION PROCEDURES FOR ELECTRONIC TRANSFERS (FOR CONSUMER ACCOUNTS ONLY)

In Case of Errors or Questions About Your Electronic Transfers Telephone us at: (i) (305) 371 -4201 or write us at Banco de Bogota, S. A., Miami Agency, Attn: Operations Department, 701 Brickell Avenue, Suite 1450 Miami, Florida 33131, or (ii) (212) 230-1857 or write us at Banco de Bogota, S.A., New York Agency, Attn: Operations Department, 375 Park Avenue, Suite 3407, New York, New York 10152; as applicable, as soon as you can, if you think your statement or receipt is wrong

or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and account number (if any).
- Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Banking Days.

We will determine whether an error occurred within ten (10) Banking Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Banking Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it ten (10) Banking Days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) Banking Days to credit your account for the amount you think is in error.

We will tell you the results within three (3) Banking Days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

ERROR RESOLUTION AND CANCELLATION DISCLOSURE STATEMENT

(For International Remittance Transfers in Consumer Accounts subject to Subpart B of Regulation E Only)

What to do if you think there has been an error or problem:

If you think there has been an error or problem with your remittance transfer:

Banco de Bogotá, S.A. Miami Agency

If your account is at

Banco de Bogota, S.A. Miami Agency:

Banco de Bogotá, S.A. New York Agency

If your account is at

Banco de Bogota, S.A. New York Agency:



Call us at 305-371-4201; or.



Call us at (212) 230-1857; or.



Write us at Banco de Bogota, S.A.,
Miami Agency, Attn: Operations
Department, 701 Brickell Avenue,
Suite 1450 Miami, Florida 33131; or



Es Write us at Banco de Bogota, S.A.,
New York Agency, Attn: Operations
Department, 375 Park Avenue, Suite
3407, New York, New York 10152; or



E-mail us at
contactenos@bdbmiami.com



E-mail us at nromero@bdbnya.com

You must contact us within 180 days of the date we promised to you that funds would be made available to the recipient. When you do, please tell us:

- Your Name and address or telephone number.
- The error or problem with the transfer, and why you believe it is an error or problem.
- The name of the person receiving the funds, and if you know it, his or her telephone number or address,
- The dollar amount of the transfer; and
- The confirmation code or number of the de transaction.

We will determine whether an error occurred within 90 days after you contact us and we will correct any error promptly. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

What to do if you want to cancel a remittance transfer:

You have the right to cancel a remittance transfer and obtain a refund of all funds paid to us, including any fees. In order to cancel, you must contact us at telephone numbers listed above within 30 minutes of payment for the transfer. However, if this remittance transfer has been scheduled by you at least three (3) business days before the date of the transfer, you can only cancel for a full refund if we receive your request to cancel at least three (3) business days before the scheduled date of the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and location where the funds were sent. We will refund your money within three business days of your request to cancel a transfer as long as the funds have not already been picked up or deposited into a recipient's account.

You, the undersigned, hereby apply to Banco de Bogota, SA, Miami Agency ("Bank"), and authorize the Bank, now and from time to time hereafter, to open and maintain one or more deposits and accounts (jointly the "Accounts", and severally an "Account") in the name(s) indicated below and agree to be bound, with respect to each Account, by this Agreement, including the written Account Agreement issued by the Bank, which is incorporated herein and constitutes part of this Account Opening Agreement, and by the Schedule of Fees and Charges made available by the Bank, as the same may be amended from time to time.

Ustedes, los suscritos, le solicitan al Banco de Bogotá, S.A., Miami Agency (llamado en lo sucesivo simplemente el "Banco") que abra depósitos y cuentas (llamadas colectivamente las "Cuentas" y cada una de ellas la "Cuenta") y lo facultan para que en lo sucesivo y periódicamente las abra, en el nombre o los nombres que más adelante se indican, y convienen, con respecto de cada Cuenta, en considerarse obligados por este Convenio y por Convenio de Cuenta por escrito establecido por el Banco, que es incorporado aquí y que constituye parte de este Convenio de Apertura de Cuenta, así como por la Lista de Comisiones y Cargos que el Banco pone a la disposición de los interesados, la cual puede ser modificada en cualquier momento.