

TERMS AND CONDITIONS OF YOUR ACCOUNT

In consideration for opening or maintaining Account(s) at Banco do Brasil, S.A., Miami Branch ("Branch"), you (jointly and severally, if more than one), agree that your Account(s) with the Branch, shall be governed by the additional terms and conditions set forth in this document (the "Agreement").

DEPOSITS MAINTAINED BY YOU WITH THE BRANCH INCLUDING INITIAL AND FUTURE DEPOSITS, ARE NOT INSURED OR GUARANTEED BY THE BRANCH, THE BRANCH'S AFFILIATES, FEDERAL DEPOSIT INSURANCE CORPORATION ("FDIC") OR ANY U.S. GOVERNMENT AGENCY. IF THE BRANCH OR BANCO DO BRASIL, S.A., WERE TO FAIL, NEITHER THE FDIC NOR ANY OTHER U.S. GOVERNMENT AGENCY WILL HAVE ANY OBLIGATION TO COMPENSATE YOU FOR ANY LOSSES YOU MAY SUSTAIN.

1. Definitions. When used throughout in this document, the following terms shall have the indicated meanings:

- A. "Account(s)" means any and all account(s) or deposit(s) maintained by Customer with the Branch.
- B. "Account Opening Application" means the application submitted by you to the Branch to open one or more Account(s) at the Branch.
- C. "Authorized Person(s)" means any individual whose signature appears on the signature card(s) of an Account.
- D. "Branch", "we", "us", "our" or "ours" shall mean Banco do Brasil, S.A., Miami Branch.
- E. "Banking Day" means Monday through Friday. Sundays, Saturdays, holidays, and any other day not a Banking Day in Miami, Florida, U.S. are not Banking Days.
- F. "Banking Hours" means 9:00a.m. ET to 4:00 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. "Office" means the office of the Branch in Miami-Dade County, Florida, USA.
- I. "Parties" means the Branch and the Customer.
- J. "United States" or "U.S." means the United States of America.

2. Information/Documentation on Identity, Source of Funds and Transactions: You shall promptly provide us with such information/documentation as the we may require, at our sole discretion and from time to time, on any of your Account(s) in order to establish and verify: (a) your identity and that of any authorized person on an Account; (b) the identity of any nominal or beneficial owner of an Account; (c) the source of any funds deposited in an Account; and (d) any transaction/activity passing through an Account. You shall promptly notify us of any changes to the information provided. Furthermore, you shall also promptly provide us with all information/documentation as we may require, at its sole discretion and from time to time, to satisfy customer due diligence requirements.

3. Authorized Signature(s) / Authorized Persons: You confirm that the specimen signature(s) appearing on the signature card(s) delivered to us on an Account is/are the genuine signature(s) of the person(s) indicated. Unless otherwise specified in the signature card(s) delivered to us, we are expressly authorized, without limitation, to recognize and rely upon the signature of any Authorized Person of an Account 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. We are authorized, at our 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, we are 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. We are further authorized to honor as genuine the signature or purported facsimile signature of any Authorized Person.

You may change an Authorized Person from time to time by giving us written notice thereof certified by you or, in the case of a corporation, by one of your officers (other than any person to be named Authorized Person in such notice) whose signature shall be verified in accordance with procedures established by us. Any such notice purporting to be certified by one of your officers whose signature is so verified shall be deemed to have been certified by such officer and to have been executed on your behalf and shall be binding upon you.

You agree that for a period of no less than five (5) Banking Days after we receive written notification of any change or revocation of Authorized Persons, we shall continue to be authorized to honor any items or instruments bearing the signature of any previously named Authorized Persons on the Account. In any case, we shall not be obligated to accept changes in Authorized Persons on an Account until we shall first have received an appropriately executed resolution or other written document revoking or modifying authorizations as well as appropriate signature cards duly

completed and signed by all new Authorized Persons on 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. Collection and Deposits: In receiving items for deposit or collection in an Account, we act only as your agent and assume no liability in connection therewith, except for gross negligence. Any item received for deposit or collection in an Account or cashed by any Customer on an Account, or cashed for others on the endorsement of any 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 us. We may, at any time, charge-back an Account any item as to which final payment is not received in cash or unconditional credit acceptable to us. We may refuse to effectuate any transfer or withdrawal from an account or to make payment on any item drawn on an Account against funds held for collection. Any item made payable to us may be deposited to an Account without our notice or endorsement.

Deposits may be made in an Account only at our Office. We shall not be deemed to have received any items sent by mail or delivered to us or any of our affiliates or subsidiaries or duly selected correspondents outside of the United States, until we have actually received delivery of same at our Office, during a regular Banking Day and during Banking Hours. Deposits received during regular Banking Hours will not be posted to an Account until the end of the Banking Day. Items received on any Banking Day after 2:00 p.m. shall be deemed received on our next Banking Day.

We may at our sole discretion refuse a deposit, limit the amount which may be deposited or return all or any part of a deposit. Items deposited to an Account either by paper check or by electronic image will receive credit and become available for withdrawal or for other use by the Customer in accordance with federal and state law and as outlined in our Funds Availability Policy, as established from time to time. Deposits received by us during non-Banking Hours will be considered to be made in the next full Banking Day. If we accept for deposit into a U.S. dollar denominated Account any funds in a currency other than U.S. dollars, we will convert such funds into U.S. dollars at the conversion rate we use on the date of the conversion.

Items deposited in an Account may, at our sole and absolute discretion, be given provisional credit prior to the receipt of final payment. If such provisional credit is given, it may be withdrawn by us at any time before the receipt of final payment of the deposited item. Should we fail to receive final payment on an item for which provisional credit has been given, we 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 of your other Accounts at the Branch and you shall pay us 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 of your Accounts at the Branch.

All items and their proceeds may be handled by us through any Federal Reserve Bank and through any correspondent or intermediary of the Branch, in accordance with applicable Federal Reserve rules and applicable law. We will not be liable for the loss of any item in transit unless such loss stems from our gross negligence. You agree to fully cooperate with us in any effort to collect on any lost or missing item.

5. Funds Availability and Substitute Checks Policy.

Your Ability to Withdraw Funds

Our policy is to make funds from your cash and check deposits available to you on the second business day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. If you make a deposit before 2:00 pm on a Business Day, we will consider that day to be the day of your deposit. However, if you make a deposit after 2:00 pm on any day or on a day that is not a Business Day, we will consider the deposit to be made on the next Business Day.

Longer Delays May Apply

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

- We believe a check you deposit will not be paid;
- You deposit checks totaling more than \$5,000 on any one (1) day;
- You redeposit a check that has been returned unpaid;
- You have overdrawn your Account repeatedly in the last six (6) months; or
- There is an occurrence of a Force Majeure (as defined below).

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the fifth (5th) Business Day after the day of your deposit.

Special Rules for New Accounts

If you are a new customer, the following special rules will apply during the first thirty (30) days your Account is open. Funds from electronic direct deposits to your Account will be available on the day we receive the deposit. Funds from deposits of

cash, wire transfers, and the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first Business Day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you (and you may have to use a special deposit slip). The remaining balance exceeding \$5,000 will be available on the ninth (9th) Business Day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second Business Day after the day of your deposit. Funds from all other check deposits will be available on the ninth (9th) Business Day after the day of your deposit.

Substitute Checks and Your Rights What Is a Substitute Check?

To make check processing faster, federal law permits banks to replace original checks with "substitute checks." These checks are similar in size to 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 of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your Account. However, you have rights under other law with respect to those transactions.

What Are My Rights Regarding Substitute Checks?

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

The amount of your refund under this procedure is limited to the amount of your loss or the amount of the substitute check, whichever is less. You also are entitled to interest on the amount of your refund if your Account is an interest-bearing Account. If your loss exceeds the amount of the substitute check, you may be able to recover additional amounts under other law.

If you use this procedure, you may receive up to (amount, not lower than \$2,500) of your refund (plus interest if your account earns interest) within ten (10) Business Days after we received your claim and the remainder of your refund (plus interest if your account earns interest) 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.

How Do I Make a Claim for a Refund?

If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your Account, please contact your Account officer. You must contact us within sixty (60) calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include—

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

An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and

A copy of the substitute check and/or the following identifying information to help us identify the substitute check: the check number, the name of the person to whom you wrote the check, and the amount of the check.

6. Payment of Items: We may, at our 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. We accept 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 and readily available funds in the Account to pay the total amount of such item. Payment of an item may be refused by us, at our 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.

7. Endorsements: We may, at our 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. The deposit of any 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. We 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.

8. 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 Accounts, if the item is not paid you may receive from us a substitute check instead of the original.

A substitute check is a paper copy of the front and back of the original check, which is slightly larger than a standard personal check so that it can contain a picture of your original check. A substitute check must be printed in accordance with very specific standards imposed by United States law. A substitute check is the legal equivalent of the original check if it accurately represents the information on the original check and includes the following statement: "This is a legal copy of your check. You can use it the same way you would use the original 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/presented for payment by a bank (see Section 3(2) of Check 21 Act; 12 USC 5002(2)) in the U.S. check collection process. This means that, unless we enter into a specific 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.

9. Internet Banking Services: Your access to and use of Internet Banking Services ("Internet Banking") is granted to you upon your account opening and shall be governed by the terms and conditions of the separate Bank's Electronic Banking Services Agreement and Disclosure Statement for Individual accounts and BB USA Internet Banking User Agreement for Business Account. If you do not have access to use of certain Internet Banking services offered by us, a request may be made to us by completing a written application form for internet banking services.

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 avoid sharing Customer's Account number with third parties to help prevent unauthorized transactions on Customer's Accounts. Customer must notify us immediately of any unauthorized activity appearing in the Customer's Account(s).

11. ACH Stop Payment Orders: From time to time, we may receive Automated Clearing House debits to Customer's Account from senders Customer previously authorized to debit Customer's Account. Customer may ask us to stop payment on a future ACH debit to Customer's Account if the item has not already been paid (an "ACH Stop Payment"). 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, we also need information such as: Customer's name and telephone number and the type of Account (demand deposit, money market, etc.). We may also need the date on which a prior ACH debit from this sender was posted to the Account so that we can obtain the sender name and sender identification number used by the Customer's sender and printed on Customer's statement. Otherwise, Customer must provide us with the company name and company identification number. A request for ACH 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 in our sole discretion. Each renewal is treated as a new ACH Stop Payment order. If Customer wants the ACH Stop Payment order to expire in less than six months, Customer must cancel the ACH Stop Payment order on or before the date Customer wants it to expire. Customer may cancel an ACH Stop Payment order by mail. Customer's request to cancel the ACH Stop Payment order is not effective until we have a reasonable opportunity to act on it. We will cancel the ACH Stop Payment order automatically when the Account on which the item is drawn is closed. No ACH 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, 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 (we 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 our Office on a Banking Day during regular Banking Hours with sufficient time to provide is 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 we reserve the right, at our discretion, to change from time to time:

A. Demand Deposit Account (DDA Account): In order to establish a banking relationship with us you must first open a Demand Deposit Account with the Branch.

- **Definition of Account:** This type of Account is a transactional account that has a minimum balance requirement and unlimited debit and check-writing privileges. DDA Accounts are generally non-interest bearing Accounts. Notwithstanding the foregoing, the Branch may, at its sole and absolute discretion, offer interest-bearing DDA Accounts to its Customers, on a case-by-case basis and from time to time on such terms and conditions acceptable to the Branch in its sole and absolute discretion. Funds in your DDA Account will be made available to you in accordance with our Funds Availability Policy.

- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain a DDA Account, which minimum average daily balance may be changed by us from time to time.

- **Maintenance Fees:** There will be a maintenance fee on a DDA Account, which will be debited in every calendar month, according to BB Miami Fee Schedule, that may be changed by us from time to time.

- **Interest-Bearing DDA Accounts:** Most DDA Accounts do not earn interest. Notwithstanding the foregoing, the Branch may, at its sole and absolute discretion, offer interest-bearing DDA Accounts to its Customers, on a case-by-case basis and from time to time on such terms and conditions acceptable to the Branch in its sole and absolute discretion. For more information on interest rates and annual percentage yields for interest-bearing DDA Accounts, please refer to Paragraphs 12(E) and 13 of this Agreement and visit our website for terms and conditions or call your relationship manager.

B. Money Market Accounts (MMA Accounts):

- **Definition of Account:** This is an interest-bearing Account subject to specific transfer/withdrawal restrictions. You may make unlimited withdrawals in person from an MMA Account. However, under federal regulations, the number of withdrawals you may make from an MMA 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), and of those six (6) withdrawals or transfers per month no more than three (3) may be made by check or draft. We reserve the right to impose a penalty for violations of these limitations, including (without limitation), nonpayment of interest in the MMA Account that month. Moreover, federal regulations may require us to revoke your check-writing privileges or to terminate your Money Market Account in the event that you continue to violate these limitations. If you repeatedly are in violation of this section, we may convert your MMA Account to a DDA Account. We reserve the right to require at least seven (7) days' written notice prior to withdrawal of funds from an MMA Account.

- **Minimum Balance Requirements:** We will require a minimum average daily balance to open and maintain a Money Market Account, which minimum average daily balance may be changed by us from time to time. If the average daily balance on an MMA Account falls below the minimum balance requirements during any calendar month we will not pay interest on the funds deposited in the MMA Account during that calendar month. Interest accrued on the balance of an MMA Account shall be credited to such Account on the last Business Day of each calendar month.

C. Time Deposit Accounts:

- **General Information and Time Requirements:** With a Time Deposit Account, you authorize us to debit your Demand Deposit Account (DDA), open a Time Deposit account and to keep your deposit with us 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. Whenever you establish a Time Deposit Account, a written confirmation of the amount of principal, opening date, maturity date and the rate of interest to be paid, will be reflected on the Statement of Account sent via mail and in the Internet Banking. We offer Time Deposit Accounts with interest paid at maturity.

- **Minimum Requirements:** We will require a minimum deposit amount to open and maintain a Time Deposit Account, which minimum requirement and term may be changed by us from time to time.

- **Interest Calculation:** The Time Deposit Account will earn simple interest based on an Interest Rate and Annual Percentage Yield (APY) calculated using the Daily Balance Method. Interest will be paid at maturity of the Time Deposit Account. Nevertheless, we reserve the right, at our sole discretion and from time to time, to change the interest rate and Annual Percentage Yield (APY).

- **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 are not required to permit an early withdrawal from a time deposit, and if we do, we may impose a substantial penalty if you withdraw any principal before the maturity date. Notwithstanding the foregoing, if you cancel a Time Deposit or withdraw a portion of its principal within six (6) calendar days from the date of the establishment of the Time Deposit, we will allow such cancellation or withdrawal without payment of any accrued interest and without penalty. Any early withdrawal of principal at any time after the aforementioned sixth (6th) calendar day and before the "maturity date", will be subject to an Administrative Fee as per BB Miami Fee Schedule and a penalty which shall be determined as follows: (a) if the original term of the Time Deposit is less than one (1) year, the penalty will be thirty (30) days' interest on the principal withdrawn; or (b) if the original term is one (1) year or greater, the penalty will be sixty (60) days' interest on the principal withdrawn. Notwithstanding the foregoing, we may, at our sole and absolute discretion, waive the withdrawal penalty if the Customer dies or is declared legally incompetent.

- **Automatic Renewal:** There will be no Automatic Renewal unless renewal instructions were provided at the time of the original deposit term. If renewal instructions were given, the Time Deposit will be renewed automatically and successively for a period of its original term, under the condition that your Demand Deposit Account is active. In case you have not established renewal instructions and you wish to renew your Time Deposit, we must receive the instructions in writing via facsimile, telephone, e-mail or via Internet Banking at least three (3) Business Days prior to the maturity of the Time Deposit Account. 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. We reserve the right not to renew the Time Deposit, as we may deem appropriate under the circumstances at our sole discretion. You may deposit additional funds (in increments of not less than \$5,000.00) in an existing Time Deposit Account, provided that such additional funds remain deposited for at least seven (7) days prior to the maturity date of the Time Deposit. The maturity interest will be added to the principal balance of the Time Deposit Account upon renewal.

D. International Banking Facility (IBF) Time Deposits: If you are not a resident of the U.S. for tax purposes, you may establish an International Banking Facility (IBF) Account with the Branch. To establish a Time Deposit in the International Banking Facility, federal regulations require a minimum maturity, or required notice period prior to withdrawal, of two (2) Business Days. Additionally, federal regulations will not permit a deposit or withdrawal of less than US\$100,000, except for a 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 in an International Banking Facility 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 from an International Banking Facility may be used only to finance the non-U.S. operations of a depositor (or its foreign affiliate) located outside of the U.S.

We may permit you to withdraw all or a portion of an IBF Time Deposit prior to its maturity date. Any such early withdrawal will be subject to an early withdrawal penalty described in Paragraph 12(C), above. An IBF deposit must, however, remain on deposit with us for a minimum of two (2) Business Days, and we reserve the right to not permit any withdrawals prior to the passage of two (2) Business Days.

E. Accounts, Products and Services: The Branch 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. Interest Information / Calculation: Your interest-bearing Account(s) will earn simple interest on the collected balance during any calendar month, except when the average daily balance of an MMA Account is below the required minimum. The Annual Percentage Yield (APY) calculation for interest on the funds in your interest-bearing Accounts will be computed on a 360-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. Notwithstanding the foregoing, we reserve the right, at our sole discretion, to change the interest rates and Annual Percentage Yield (APY) on any interest-bearing Account. At our discretion, we may change the interest on your MMA Account daily. 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 (APY), visit our website for terms and conditions or call your relationship manager.

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 our 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 we have 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.

14. Pay-on-Death and Transfer-on-Death Accounts: Unless the Branch agrees in writing to a different arrangement, if an Account is opened "in trust for", or to be paid or transferred on death to, one or more beneficiaries (or is opened in substantially the same manner), it is considered to be a "pay-on-death account" under Section 655.82, Florida Statutes. With respect to any such pay-on-death account, the Customer (not the beneficiary(ies)), can withdraw money or other assets, or close the account, at any time. However, if any Customer dies (or, if there is more than one Customer, all of the Customers die), ownership of the cash in a pay-on-death account passes to the beneficiary(ies). The Branch may pay to the beneficiary(ies) any cash in a pay-on-death account at the time the Customer dies (or if there is more than one Customer, the last surviving Customer dies) after all conditions imposed by the Branch (at its sole discretion) to such payment, including without limitation those conditions relating to the payment of any federal and/or state inheritance, gift, or estate or other taxes, have been fully satisfied. If the beneficiary dies (or, if there is more than one beneficiary, if all of them die) before the death of the last surviving Customer, then the above-mentioned pay-on-death or transfer-on-death feature of a pay-on-death account automatically terminates. No beneficiary can claim a joint account unless all of the Customers have died. If more than one beneficiary is named, only those who remain alive after all of the Customers have died will have a claim to the Account. If more than one beneficiary outlives all of the Customers, each of such beneficiaries may be treated as owning or claiming an equal share of a pay-on-death account. The Branch may pay any such share to the beneficiary in question without any resulting responsibility or liability to the other beneficiaries. Any payment to be made to any beneficiary hereunder may be made, in the Branch's sole discretion, to such beneficiary directly or to whomever the Branch believes to be his or her guardian or other appropriate legal representative; provided that any payment to be made to a beneficiary who has not reached eighteen (18) years of age shall (a) if all such payments to such beneficiary do not exceed US\$15,000 (or such other amount as may hereafter be provided under Florida law), be made to whomever the Branch reasonably believes is the natural parent of such beneficiary having custody of him or her; or (b) if all such payments to such beneficiary do exceed US\$15,000 (or such other amount), be made to whomever the Branch reasonably believes to be a guardian of such beneficiary duly appointed by a court of competent jurisdiction. The receipt or acquiescence of any Customer (or upon the death of all of the Customers, of any of the beneficiaries) to any payment made from the Account shall be a valid release to us and will discharge us of any responsibility to all Customers and/or beneficiaries relevant to such payment.

The designations of beneficiaries made in the Account Opening Application may be canceled or changed only by means the execution and delivery to the Branch of a Pay on Death/ Transfer on-Death Agreement, executed by all of the owner(s) of the pay-on-death account and its acceptance by the Branch.

The beneficiary(ies) shall provide the Branch with any documentation to evidence or establish the death or any Customer, the identity of the beneficiary and the payment of any taxes. Any federal and/or state inheritance taxes and any related charges or fees may be paid by the Branch, at its election, from the cash or non-cash assets held in the Accounts prior to the distribution of such assets to the beneficiary(ies).

You hereby agree to jointly and severally indemnify the Branch and its affiliates, agents, officers, directors, employees, attorneys, successors and assigns (collectively, the "Indemnified Parties") against, and jointly and severally defend and hold them harmless from, any claims, losses, liabilities, and expenses of any kind, including attorney's fees, suffered or incurred by the Indemnified Parties in connection with the provisions of this paragraph, any payments made by the Branch to any beneficiary(ies), and/or any other actions taken by any of the Indemnified Parties pursuant to this Agreement or in accordance with Section 655.82, Florida

Statutes. The Indemnified Parties' rights under this paragraph are in addition to all of their other rights and remedies under the applicable law.

15. Joint Account: If an Account is in the name of more than one individual, we shall treat the joint Account as a joint tenancy with right of survivorship and not as a tenancy in common ("Joint Account"). A Joint Account is an Account that is owned by two (2) or more individuals with right of survivorship. You agree that if your Account was opened by two (2) or more individuals it is a Joint Account, unless all Customers for such Account have given the Branch written instructions to the contrary. If yours is a Joint Account, you agree that (unless you elected, in the Account Opening Application, not to exercise signing authority when acting alone) any one of the Account owners may endorse, deposit, or cash checks which are payable to any or all of the Account owners and any of the Account owners is authorized to act for the others (and the Branch may accept instructions regarding the Account from any of them). Each of you will be liable to the Branch for all charges and overdrafts created in this Account. In effect (unless you elected, in the Account Opening Application, not to exercise signing authority when acting alone), any of the Account owners may control the Account as if it were owned by that Account owner individually. If a check is returned unpaid, each of you is liable to the Branch regardless of who deposited or cashed the check. Upon the death of any of you, the monies on deposit or other assets in the Account will belong to the survivor(s). The Branch may require the survivor(s) to produce legal documents before releasing the monies on deposit or other assets, however, and may condition any such release upon the full satisfaction of the requirements of Paragraph 17 of this Agreement. Each of you may approve statements of Account and obtain information regarding the Account, and may order payment stopped on any items drawn against the Account. Each of you (unless you elected, in the Account Opening Application, not to exercise signing authority when acting alone) may pledge, assign, or grant a security interest in the Account or any or all amounts therein (whether to secure indebtedness of the signatory or of one of more third parties), may otherwise deal with any securities and other property at any time or times held by the Branch and belonging to you, and may issue checks and drafts against the Account. Although the Branch shall have no obligation to notify any one or more of you regarding any change to or other action concerning the Account made or taken by another of you, the Branch may in its sole and absolute discretion, notwithstanding any other provision of this paragraph, require the signatures of all of you in order to pay any item or take any other action relating to the Account, if the Branch has received conflicting demands or instructions from any of you, has received an instruction seeking to change the title of (or restrict the payment or transfer of funds in) the Account, or has concluded for any other reason, in the Branch's discretion, that signature of all of you is required for the Account. In the event of the death of all of you, the Bank is authorized to transfer or pay any monies in the Account to or to the order of any personal representative or executor of any of you (without regard to the original ownership of the monies deposited); provided, however, that the Branch may condition any such payment upon the full satisfaction of the requirements of Paragraph 17 of this Agreement.

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. Security Procedures / Record of Telephone Communications: To provide better services and for your protection, the Branch may (but is not required to) record, electronically or otherwise, any telephonic communications between you or any Authorizer Person and the Branch, that relate to or affect your transactions and activities with the Branch. Customer gives his/her/its prior consent to these recordings, and it is the parties' intent that this prior consent be the prior consent to such recording, if any, required under applicable state law. The Branch 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. The decision to record any telephonic communication shall be solely within the Branch's sole discretion and the Branch has no liability whatsoever for failing to do so.

17. Customer Death: If any owner of an Account dies, we must be provided with a certified copy of the death certificate and any other document which in our sole discretion may be necessary to establish the ownership of the Account before we release the balance in the Account to any survivor or to the estate of the decedent or to any beneficiary of the Account. However, you agree that we shall have no obligation to release such balance or any part thereof or any other asset of the decedent, unless and until we are fully satisfied, in our sole judgment, that we will have no resulting liability or potential liability for any estate tax, gift tax, or similar tax under the federal law of the United States or under any other applicable law of any jurisdiction.

18. Certification of Foreign Status or Tax Identification Number: Every Authorized Person on an Account must: (i) independently certify his, her or, in the

case of a corporation, partnership, trust, or other entity not organized under the laws of the United States, its status as a non-resident alien for United States income tax purposes by providing a completed Internal Revenue Service Form W-8BEN or other appropriate Form W-8 series form; or (ii) certify the accuracy of his, her or, in the case of a corporation, partnership, trust, or other entity organized under the laws of the United States, its U.S. tax identification number by providing a completed Internal Revenue Service Form W-9. Alternatively, the above certifications may be provided on any substitute Form W-8BEN or substitute Form W-9, as the case may be. A Customer's certification of non-resident alien status for United States income tax purposes must be renewed by the last day of the third calendar year following the year in which the certification is signed. If we do not have a current certification for each Customer in any interest-bearing Account, we will not pay interest on that Account until the properly completed certification is received by us. We reserve the right to close an Account or to refuse any transaction to or from the Account if the certification forms are not filed with us or are not timely renewed. If a Customer who has certified non-resident alien status for United States income tax purposes at the time of opening an Account with us later becomes a U.S. Citizen or resident for United States income tax purposes, written certification must be given to us within ten (10) days of the change in status, on a form to be obtained from us. We will report the interest earned on each Account owned by the Customer and will also backup withhold, unless the Customer provides us with the required certifications. You will indemnify us from any liability, loss or penalty that we may incur as a result of your failure to comply with these requirements.

19. Insufficient Funds/Overdrafts: We will generally not pay items such as ATM or one-time debit card transactions when the balance of collected funds in your Account is insufficient to pay such ATM or one-time debit card transaction(s). We will also not charge a service fee for processing and declining such item. In cases where we do pay ATM or one-time debit card transactions that would result in an overdraft of your Account, we will not assess an overdraft fee. With respect to items other than ATM or one-time debit card transactions, we are not required to pay these items when doing so would result in an overdraft on your Account and you agree to pay a service charge for the processing and return of such item(s). If we, at our sole discretion, agree to pay an item other than an ATM or one-time debit card transaction that would create an overdraft on your Account, we may charge and deduct a flat minimum overdraft fee (set forth from time to time in our Fee Schedule) from your Account, and you agree to pay the overdraft balance and the overdraft fee within five (5) calendar days from the date of the overdraft.

While any of your Accounts remain in overdraft due to items other than ATM or one-time debit card transactions, we will charge you interest. Such interest will be charged on the amount of the overdrafts caused by items other than ATM or one-time debit card transactions. Such interest will be at the fluctuating per annum rate equal to two percent (2%) (subject to change at any time, but not to exceed four percent (4%)) above the rate which the Branch designates from time to time as its prime or reference rate of interest, in addition to the flat minimum overdraft fee set forth from time to time in our Fee Schedule. This rate will change each time a new prime or reference rate of interest is so designated by us. Such interest will be calculated on the basis of a 360-day year for the actual number of days elapsed, and will be charged to any of your Accounts on the last Business Day of each month.

If you maintain more than one (1) account at the Branch, you agree that, in the event of an overdraft balance in an Account, the Branch shall have the right, at its sole discretion, to set-off against or charge to any Account you may have with us, the amount of the overdraft without the prior notice to or the consent of the Customer. For overdrafts caused by items other than ATM or one-time debit card transactions, the Branch shall also have the right, at its sole discretion, to set-off against or charge to any Account the amount of interest due on such overdraft and the minimum overdraft fee, without the prior notice to or the consent of the Customer. 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, we shall be under no obligation to provide funds from another Account.

If you maintain an overdraft credit facility with the Branch to secure the payment of any overdraft, any interest accruing thereon and any fee therefore, you hereby grant us the pledge and security interest set forth in Paragraph 37 of this Agreement.

The term "prime rate" shall be the rate of interest per annum announced by the Branch from time to time as its prime interest rate. It is the intention of the parties hereto that the provisions herein and all agreements between the Customer and the Branch shall not provide directly or indirectly for the payment of a greater rate of interest or the retention of any other charge than is allowed by governing law. If, from any circumstances whatsoever, the fulfillment of any obligation hereunder, or of any other agreement between Customer and the Branch, at the time performance of such obligation shall be due, shall cause the effective rate of interest upon the

sums evidenced hereby to exceed the maximum rate of interest allowed by governing law, then the obligation to be fulfilled shall be automatically reduced to the extent necessary to prevent the effective rate of interest hereunder from exceeding the maximum rate allowable by governing law, and to the extent that the Branch shall receive any sum which would constitute excessive interest, such sum shall be applied to the reduction of the unpaid principal balance due hereunder and not the payment of interest or, if such excessive interest exceeds the unpaid balance of principal, the excess shall be refunded to the Customer and Customer agrees to accept such refund. This provision shall control every other provision of all agreements between the Customer and the Branch.

20. Prohibited Pledge or Encumbrance: You cannot pledge and/or encumber an Account or any interest therein without our prior written consent, which must be obtained after reasonable written notice has been given to us of such intended pledge or encumbrance. Any such pledge and/or encumbrance must be effectuated through a written instrument acceptable to us in form and substance. You cannot transfer legal or beneficial ownership of an Account without our prior written 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 us in written form satisfactory to us, and then only after the Branch has given written approval and has had reasonable time to record the transfer or assignment on its books and records.

21. 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 our Office on a Banking Day during Banking Hours with sufficient time to provide us with the opportunity to act. A Stop Payment received by us during Banking Hours will be posted to the Account after the close of our 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 our 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 us and we have a reasonable opportunity to act on it. We 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, we may pay the item.

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

By requesting a Stop Payment, you agree to: (i) reimburse us for any loss that results from nonpayment of the check; (ii) cancel the Stop Payment promptly and in writing if the check is destroyed or otherwise taken out of circulation; (iii) 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.

22. Stale-Dated, Post-Dated and other Checks: If a stale-dated check (that is, one which is more than six (6) months old) is presented for payment against an Account, we may pay the check or return it at our sole discretion. Furthermore, if a post-dated check is presented for payment against an Account or a check is presented which contains an expiration date, we may pay the check or return it at our sole discretion. This provision will apply to any check which contains an expiration date, including, a check which contains a legend on the face of the check stating: "Void after [any specified date or time period]."

It is your duty to notify us 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, we 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.

23. Statements of Account: We are authorized and directed to mail for each Account, to your last known address and at the close of each calendar month for each Account (as determined by us from time to time), a statement pertaining to the Account activity for the preceding month ("Statement(s)"). We shall have no

liability for the safe delivery of Statements and accompanying items and documents mailed to you. If any Statement is returned to us because of an incorrect address, we may stop sending Statements to you until you have rectified the address.

You agree to exercise reasonable care by promptly examining each Statement and the accompanying copies and documents upon receipt, and promptly reporting to us any problem, irregularity or error in the Statement or in the Account indicated in the Statement or evidenced by any of the accompanying copies or documents, 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, you shall be: (a) deemed to have agreed to the correctness of a Statement, (b) fully precluded from asserting any dispute or difference as to a Statement and (c) fully precluded from asserting any claim or cause of action against us for any payment, withdrawal, debit or transfer described in a Statement or evidenced by any of the accompanying copies or documentation if: (i) you fail to exercise reasonable care in delivering written notice to us at our Office of any alleged problem, irregularity or error within twenty (20) calendar days after the Statement, items or documentation shall have been mailed or made available to you, whichever is earlier, or (ii) 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 us. If you fail to provide such notice, you shall also be precluded from asserting against us any unauthorized signatures or alterations by the same wrongdoer on items paid by us after the time period mentioned above lapsed, but before we receive notice. You shall not be relieved of this obligation by reason of the fact that the Statement and accompanying copies and documents have been placed on E-Statement arrangement; you being under an affirmative obligation to retrieve at our Office or access on-line such Statement and accompanying copies and documents on the date that the Statement and accompanying copies and documents are customarily sent or made available, to promptly review them and to deliver written notice to us of any alleged problem, irregularity or error 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 and accompanying copies and documents were not received or made available to you, unless you shall notify us in writing of your non-receipt thereof within twenty (20) calendar days from the date they are customarily sent or made available.

24. E-Statements: When made available by the Bank, you may elect, in writing, to instruct us to make your monthly Statement and accompanying items and documents available to you exclusively in electronic form (collectively "E-Statement(s)") via our internet services. You understand that by electing to receive E-Statements, you shall not receive any Statements or copies of checks, except as otherwise provided herein. Notwithstanding the foregoing, we shall have the right, at its sole discretion, should it deem it necessary or advisable in order to protect, maintain and/or assert any of our rights in regards to you, the Account(s) or any of your transactions with us, or for any other reason, to mail, send and/or deliver any Statements as well as checks, items, debit memos, and/or credit memos in printed form to you at your last known address appearing in our 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 us 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 23 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 our internet service. You agree and acknowledge, as set forth in Paragraph 23 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 us for the payment of any item listed or evidenced by any E-Statement, unless we receive 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 our internet service, unless Customer notifies us, in writing, of the non-availability of such E-Statement within twenty (20) days of the date the E-Statement is customarily made available.

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

25. Power-of-Attorney: We may, at our 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 you of a power-of-attorney or other authorization to any other person or entity relating to an Account must be in the Power-of-Attorney form required by us. Without limiting

the generality of the foregoing, we, in our sole discretion, may or may not honor or accept a Power-of-Attorney sought to be used to open or close an Account or to deposit or withdraw funds from an Account or to supply endorsements on checks or any other items.

If and to the extent that we determine to honor a Power-of-Attorney, we shall be entitled to rely thereon and shall not be liable to you by acting in reliance thereon, provided that any action taken by us occurs before we receive and have reasonable opportunity to act upon a written: (a) revocation of the Power-of-Attorney; (b) notice of your death; or (c) notice that you have been declared legally incompetent.

26. Forms & Checks: We 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)"). We 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 we, at our sole discretion, have agreed in writing with you to accept such instrument or document. You shall maintain custody and control of all checks and checkbooks received from us relating to an Account in a safe and sound manner, so as to avoid any possibility of theft, loss or alteration. Furthermore, you shall immediately report to us in writing, by facsimile or rapid mail, the theft, loss or alteration of any check or checkbook.

27. Dormant Accounts: You agree to maintain your Account(s) active. Nevertheless, if no deposits have been made or no items have been drawn on an Account for a period of twelve (12) months, the Account shall be classified as a Dormant Account and shall be subject to monthly Dormant Account fees in addition to any applicable Account fees set forth herein. Dormant Account fees may be changed by us from time to time at our sole discretion. We reserve the right to withhold any payment, withdrawal or transfer from a Dormant Account until we, to our sole and complete satisfaction, are able to reestablish contact with you.

Under applicable Florida law, we must turn over to the appropriate State of Florida authorities any funds deposited in an Account, if you have not done at least one of the following for at least five (5) years:

- Deposited or withdrawn funds when you presented your Passbook or Certificate to have us record your interest.
- Signed our active Account confirmation form
- Written to us concerning the Account

Prior to turning funds to the state authorities, we will mail a notice to your last known address according to Branch records. If you do not respond by the date set forth for response in the notice, we will forward the funds in the Dormant Account to the appropriate state authority. You can retrieve the funds by contacting the appropriate state authority at the address set forth in the notice.

28. Account Ownership/Control and Claims: The ownership of an Account (or any part thereof) may not be transferred and/or assigned without our prior written consent. You may request a change of ownership of your Account by submitting such a request and obtaining our written consent. In the event that the ownership and/or control of an Account or of any funds deposited therein, or any portion thereof, is the subject of a claim against us or otherwise becomes at issue, we may, at its sole discretion and without any liability to you whatsoever, place a hold on the Account or on the balance of funds deposited in the Account, or any portion thereof, and withhold any payment, withdrawal or transfer from such Account until the claims issue has been resolved to our sole and complete satisfaction.

29. Closing of Account: We reserve the right, at our sole discretion, to discontinue, limit or to decline to process any transactions in Account, to refuse to accept deposits or permit withdrawals in an Account or to close an Account at any time and for any reason, without any prior notice to Customer thereof. In the event we decide to close an Account, we will make written notice to you of such intention via the U.S. Mail and directed to you at your last known address in our records ("Notice of Closure"). After the expiration of five (5) Banking Days from the date of the mailing of the Notice of Closure, the Account shall be considered closed. We, at our sole discretion, may either (a) mail a check to you via the U.S. Mail to the aforementioned address; or (b) wire transfer to you the balance, if any, of funds in deposit in the Account. Upon mailing to you a Notice of Closure, we may thereafter refuse to accept deposits to such an Account, permit withdrawals, collect any item deposited therefore and/or transact any matter in relation to the Account. We shall not be liable for dishonoring any item drawn on an Account and/or for failing to act upon any funds transfer payment order submitted on an Account which is to be closed if the item is presented for payment or the payment order is submitted for execution after remittance of the Notice of Closure. Upon the closing of an Account, we shall thereafter be relieved of any further legal responsibility or liability related to such Account. Upon the closing of an Account, it shall be your responsibility to destroy any unused checks in your possession.

30. Fees and Charges: All Accounts shall be subject to those service and maintenance fees/charges heretofore adopted by us and now in effect, as reflected in our current Fee Schedule, and such fees and charges are subject to change from

time to time at our sole discretion without prior notice to you. You hereby acknowledge the receipt of the current Fee Schedule. We will notify you of new service and/or maintenance fees/charges (either by mailing it to you to your last known address, by posting it in a conspicuous place at our Office, or by posting it in our Web-page) at least fifteen (15) calendar days before such fees/charges become effective. We will also mail a notice to you at least fifteen (15) calendar days before we change an existing fee/charge if such change will adversely affect you. Fees and charges may be regularly debited from an Account without notifying you in advance. If there are insufficient funds in the Account to which charges and/or fees correspond, we may, at our sole discretion, debit another of your Accounts for such charge/fees. We shall not be liable for the dishonor of any item drawn on an Account or the failure to conduct any funds transfer ordered on an Account because of insufficient funds resulting from the deduction of fees/charges. In case there are no sufficient funds in the account to cover applicable fees, the fees shall accumulate and will be charged when account has sufficient funds.

31. Change of Address: You must notify us of any change in your address. Any notice of a change in your address must be in writing, signed by you, and delivered to us at our Office or via our Internet Services. Any mailings, including Account statements, which are returned to us as undeliverable, may result in the suspension of further mailings until a correct address is received by us.

32. Correspondents and Affiliates: We will not be liable to you for any act, omission, misconduct or negligence of any of our 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.

33. Information/Sharing/Release of Information: You acknowledge receipt of our Privacy Policy. Our Privacy 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 Notice. We provide a copy of our Privacy Notice with this Agreement and will provide it thereafter as required by applicable law.

We are authorized to release any information and/or documentation relevant to you and/or any Account that is requested by a governmental authority (whether local, state or federal); or by any third party pursuant to any Process (hereafter defined). If authorized by you in writing, we shall have the right to report information about you and/or any Account to any consumer reporting agency, bank or financial institution, as well as to any person or entity to whom you give us as a reference. We are 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.

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

35. Legal Process/Proceeding: Should we be served or receive any process, subpoena, summons, complaint, order, injunction, execution, distraint, garnishment, levy, lien, pleading or other legal process and/or should we become involved in any judicial or administrative action or proceeding (hereinafter jointly or severally referred to as "Process"), relating (or appearing to relate) to you or an Account, or which we believe involves you or any Account, then we may, at our sole discretion: (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 our sole and 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 absolutely on) the advice of our legal counsel as to the appropriate response to such Process. We shall be under no

obligation to notify you of any Process nor to contest any Process on your behalf.

You shall be liable to us for the payment of, and we 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 us 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 us or by any third party), or in the event we receive conflicting instructions, claims, or demands relating to such Account, we 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 ours, including without limitation any attorneys' fees (and attorneys' expenses) incurred at trial, on appeal, or without litigation, shall be reimbursed by you to us upon its demand (and you hereby authorize us to debit any of your Accounts for such amounts).

36. Pledge and Security Interest: In consideration of any extensions(s) of credit or other financial accommodations(s) now or hereafter given or continued by us, or any of its branches, agencies, offices, subsidiaries, or other affiliates (all of the foregoing, including us, being the "Secured Parties") to you or any of you, and as security for the payment of all indebtedness, 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 us 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 us or with any other Secured Party on behalf of you or any of you; (c) all obligations of us 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, we 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 by the State of Florida (or in any other manner authorized by law), all at such time or times, to such extent and in such order as we 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 we and any other Secured Party are satisfied that no further Indebtedness shall thereafter arise.

37. Right of Set-Off: In addition to any general banker's lien or right of setoff or similar right to which we may be entitled by law, we 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 as defined in Paragraph 41 below (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 us, or any of its branches, agencies, offices, subsidiaries, or other affiliates 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 us, or any of its branches, agencies, offices, subsidiaries, or other affiliates by you or any of you (and any obligations of any other types owing by us, or any of its branches, agencies, offices, subsidiaries, or other affiliates to you or any of you), thereby setting off and applying those assets of yours described in clause (b) above, in such order as we may elect, against those obligations and liabilities of yours described in clause (a) above. Our rights and that of any of our branches, agencies, offices, subsidiaries, or

other affiliates under the foregoing provision shall be in addition to, and not exclusive of, any similar rights, including any setoff rights, afforded us, or any of its branches, agencies, offices, subsidiaries, or other affiliates by law or other contract.

38. Funds Transfers: The following rules and conditions shall, at all times, govern all funds transfer transactions effectuated by you through any of your Accounts with us:

A. **Definitions.** The funds transfers conducted by the Branch shall be governed by the terms used in this paragraph (in addition to the terms defined elsewhere in this Agreement), by the provisions of Article 4A of the Uniform Commercial Code as adopted by the State of Florida, and, if applicable, by Federal Reserve Board Regulation J, as amended from time to time.

B. Disclaimers. NOTHING SET FORTH HEREIN SHALL OBLIGATE US TO ACCEPT AND EXECUTE A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF; AND WE SHALL ONLY BE DEEMED TO HAVE ACCEPTED A PAYMENT ORDER, OR THE CANCELLATION OR AMENDMENT THEREOF, UPON ITS EXECUTION THEREOF. WE 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.** Payment orders for funds transfer transactions, and the cancellation or amendment thereof ("Payment Order(s)"), shall be communicated to us only via such means as we specifically agree with you in writing. Payment Orders must be received at the Funds Transfer Department at our Office on a Banking Day and before such cut-off time(s) as we designates from time to time for Payment Orders. Payment Orders not received on a Banking Day or received after the designated cut-off time(s) shall not be processed by us until its next succeeding Banking Day.

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

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 the Branch 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.

We will use reasonable 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 us; provided, however, that we 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.

We may condition our 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 us harmless from any and all liability arising from our execution of the amendment or cancellation, (c) our 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 us on an Account shall be subject to verification by us prior to execution, in accordance with the Security Procedure described in the Account Opening Application or in the Designation of Security Procedure for Funds Transfer Transactions, to be delivered by us and completed by you, 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 us after consideration of several commercially reasonable security procedures offered by us. At our request, you will execute and deliver to us a receipt for the Security Procedure materials, in the form requested by us.

The Security Procedure is strictly confidential and should not be disclosed by you or an Authorized Person (hereinafter defined) to anyone else. You hereby agree and covenant to establish and maintain adequate procedures to safeguard the Security Procedure. You further agree and 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 us (via verified facsimile) of such disclosure.

Upon verification of a Payment Order pursuant to the Security Procedure, we are 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 us 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, we may refrain from executing a Payment Order if we believe 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.** Any person having authorized signature on the Account from which the funds transfer is to be effectuated shall be an Authorized Person on such Account for a Payment Order ("Authorized Person").

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, we may, at our discretion, require you to select and identify in a Payment Order, the intermediary bank(s) to be used in the funds-transfer. If you do not designate in a Payment Order the particular intermediary bank to be used by us in the funds transfer, we may choose in its sole discretion, the intermediary bank to be used.

If the Payment order does not designate the beneficiary's bank, we shall not be obligated to identify such bank, and we may seek further instructions from you identifying such bank.

In executing or otherwise acting on Payment Orders, we shall rely upon identifying account or identification numbers of a beneficiary, beneficiary's bank or intermediary bank rather than names. Likewise, payment of a Payment Order may be made by a beneficiary's bank on the basis of an identifying or bank account number even if it identifies a person different from the named beneficiary. We shall have no duty to detect any inconsistency between the name and number contained in a Payment Order. Accordingly, you are responsible for such inconsistencies and shall indemnify and hold us harmless from and against any loss, liability, expense or damage we may incur as a result of such inconsistency, including, without limitation, attorneys' fees and disbursements and expenses of litigation.

G. **Funds Transfer System.** We shall be authorized to use any funds-transfer system that we, in our sole discretion, deem 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 us in executing a Payment Order shall be considered your agent.

H. **Restrictions.** You confirm that you have not communicated to us, and will not communicate to us, 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 us unless we have previously agreed to them in writing.

I. Recording of Telephonic or Other Instructions and Communications.

(i) We may (but are not required to) record, electronically or otherwise, any communications, instructions, and other discussions between you and us 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 any applicable state law.

(ii) We may retain these records for as long as it deems appropriate and may destroy them at any time in its sole discretion. We may disclose the contents of such records at such times, to such persons, and for such purposes as we deem appropriate in our sole discretion.

(iii) The decision to record any telephone communication shall be solely within our discretion, and we have 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 we shall have no duty to execute any Payment Order if it exceeds the balance of readily available funds in such Account. If we, at our sole discretion, agree to execute a Payment Order, thereby creating an overdraft in an Account, you agree to promptly pay us any overdraft balance resulting in such Account ("Overdraft Charge"), and any interest accruing on such overdraft at the rate of two percent (2%) (subject to change at any time, not to exceed four (4%) above the floating prime rate, per annum (designated by the Branch, from time to time, as its prime rate. We make no representation that our prime rate is the lowest or best rate of interest offered by us for such overdrafts or for loans of any other kind. You agree that we may set-off the amount of any such overdrafts, any overdraft charge and any accrued interest on the overdraft against any of your Accounts with us. Each Customer is jointly and severally liable for paying any

overdrafts, overdraft charge and accrued interest resulting from a Payment Order effectuated by any Authorized Person.

K. **Limitation of Liability.** To the maximum extent permitted by applicable law, we shall not be liable to you for any special, indirect or consequential damages resulting from our 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.

L. **Foreign Currency.** Should we receive a Payment Order from you requiring us to effectuate a payment in a currency other than U.S. Dollars, we shall proceed to debit your Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at our prevailing rate of exchange prior to the execution or payment of the Payment 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 us, as appropriate, in order to permit us to complete the conversion of currency.

M. **Correspondents, Agents and Transmissions.** We may execute any Payment Order through the use of correspondents, agents, subagents, and funds transfer and communications systems, and you agree that we shall have no liability as a result of such selection (in the absence of our gross negligence or willful misconduct in making such selection). Such correspondents, agents, subagents and systems shall be deemed to be your agents and we shall not be liable for any errors, negligence, suspension or default of any of them or for any failure to identify the beneficiary or any mispayment by any of them, and we shall not be liable for any errors, mutilations, delay, misdelivery or failure of delivery in the transmission of any Payment Order or for any suspension of any means of communication or for any imposition of any censorship, exchange control or other restriction, all such risk being borne by you.

N. **Indemnification:** Except as may be limited by applicable law, you agree to indemnify and to hold the Indemnified Parties harmless from and against each and all of the following (the "Liabilities"): (a) any costs and expenses incurred by us in its execution of a Payment Order or in its performance of the terms and conditions of this Agreement; (b) all liability to third parties arising out of, or in connection with, the terms and conditions of this Agreement and/or our execution of any Payment Order; (c) any and all claims, causes of action, lawsuits, proceedings, fines and/or penalties arising out of our execution of any Payment Order or otherwise performing any duties or obligations arising under the terms and conditions of this Agreement; and (d) any damages, losses, costs and expenses (including reasonable attorneys' fees) suffered or incurred by us as a result of any of the foregoing or because of any breach of the terms and conditions by you. We are hereby authorized to set-off the amount of any of the Liabilities against any of your Accounts, and each Customer shall be jointly and severally liable for paying such set-off, whether or not the Customer participated in the Payment Order or benefited from its proceeds.

O. We shall provide you with periodic statements or individual advice describing each Payment Order executed on your behalf. Such statements or advice shall be delivered on a monthly or more frequent basis as determined by us. Within twenty (20) Business Days of the date of such a statement or the next business day following the receipt of an individual advice, you shall notify us in writing of any discrepancies, unauthorized transactions or other errors in such statements or individual advice. To the fullest extent permitted by applicable law, we shall have no liability to you for any loss of interest or otherwise on any Payment Order described in a statement or individual advice if you fail to notify us of a discrepancy, unauthorized transaction or other error with respect to such Payment Order within the time limits described above.

P. **Information / Records:** Upon request, you will provide us with any information necessary for us to handle inquiries and tracing, or otherwise to comply with applicable laws and regulations relating to Payment Orders and funds transfers, including but not limited to, Dollar amounts, Account(s) affected, dates and names of beneficiaries and third parties involved in the transfer.

Our records relating to Payment Orders or to any funds transfer transaction occurring through your Accounts, kept by us in the regular course of its business, shall be presumed to adequately reflect the correct terms and conditions of any Payment Order received by us from you.

Q. **Fees:** You agree that we may charge, and you shall promptly pay us, such fees as we may charge from time to time for the funds-transfer services. Such fees shall be posted in our Fee Schedules, and may be changed from time to time at our sole discretion. We will notify you of new or changes in fees when required by law. We may set-off such fees against any of your Accounts at the Branch.

R. **Notice/Funds Transfers:** All notices directed to us relating to funds transfers shall be sent to our Office to the Attn: Operations Manager. All notices directed to you shall be directed to your last known address as reflected in our records.

39. **Force Majeure:** Without limiting the generality of other provisions of this Agreement, we shall not be liable to you 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 our control

including, without limitation, power, electronic or telecommunications failures, equipment malfunctions, electrical failures, suspension of payment by other financial institutions, bank moratoriums or holidays, labor disputes, currency/exchange restrictions, confiscations, nationalizations, trading suspensions, acts of God, public enemy or superior governmental authority, declared or undeclared conflicts or wars, civil commotion, legal compulsion, insolvency or the negligence of other financial institutions (collectively, "Force Majeure"). Furthermore, we shall have no responsibility or liability for any blockage or reduction in the availability of funds in an Account due to any restrictions imposed or actions taken by any governmental, supervisory or monetary authority or by any other third party.

40. **Indemnification:** In consideration for opening and maintaining your Account(s), as well as other financial accommodations and services we extend to you from time to time, you hereby agree to indemnify and hold the Indemnified Parties 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 us, in any way relating to, or arising out of: (a) this Agreement and our 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 us); (d) the acceptance of any item for deposit in an Account; (e) our execution of any funds transfer Payment Order (hereinafter defined) in accordance with its terms; (f) any action taken by us or which we refrain from taking with regard to any Property; (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) our compliance with a Stop Payment request; and/or (k) any breach of the terms and conditions of this Agreement by you (collectively, the "Indemnified Liabilities").

41. **Source of Funds:** You understand and acknowledge that we are required under applicable law and its own policies and procedures to take steps to combat the use of our 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 any of your Accounts shall have a lawful source, and that you shall not conduct or initiate any transaction in or through an Account or the Branch that is unlawful under the laws of the United States, the State of Florida, or any other jurisdiction the laws of which are applicable to such transaction. In the event that we discover or receive information indicating that the source of funds in an Account or a transaction conducted by you in or through an Account or the Branch may be unlawful, we may, in our sole discretion, freeze the Account until the matter is clarified to our satisfaction and take any other action permitted by applicable law.

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

43. **Notices:** All notices and other communications or writings sought to be given by us to you shall be deemed to have been delivered to all Customers or

Authorized Person on an Account when: (a) transmitted to any Customer on the Account via e-mail to such Customer's last known e-mail address; or (b) deposited with the U.S. Mail, addressed to any Customer on the Account and directed to such Customer's last known address. If you use the Bank's Electronic Services as described in the Bank's Electronic Banking Services Agreement for Individuals and the BB USA Internet Banking User Agreement for Business Account, all notices and other communications or writings sought to be given by us to you shall be deemed to have been delivered when posted on the System (as defined in the Electronic Banking Services Agreement and the BB USA Internet Banking User Agreement for Business Account). Notice from you to us will be considered effective when delivered in writing to our Office and received by a duly authorized officer of the Branch on a regular Banking Day during regular Banking Hours. You agree to notify us immediately if your address or e-mail address changes, and you release, indemnify and hold us harmless from and against any losses or other damages that may result from delay or non-receipt of any notice sent by us in accordance with this provision by reason of your failure to notify us of any such change or by reason of technical failures, unauthorized interception or otherwise.

44. Waivers: We waive demand, presentment, protest, notice of protest and notice of dishonor as to all items presented to or received by us for deposit, collection or payment with reference to any Account.

45. 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.

46. 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 the Branch, to identify, block or otherwise prevent or prohibit such payments. To comply with the Act, the Branch 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 the Branch, you hereby warrant and represent to us that: (a) you do not engage in an Internet Gambling Business and you will notify us 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 the Branch; and/or (c) you will not transmit the payment of any wager or bet relating to Internet Gambling Business through your Account(s) at the Branch.

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.

47. Miscellaneous:

A. This Agreement and the transactions between us contemplated hereby shall be governed by, and construed in accordance with the laws of the State of Florida, United States, without giving effect to its conflicts of law principles.

B. You hereby acknowledge and agree that any suit, action or proceeding brought by us with respect to this Agreement or any transaction between us or contemplated hereby, may be brought in any competent court of the State of Florida or United States District Court for the Southern District of Florida, in each case sitting in the county of Miami Dade, City of Miami, State of Florida, United States, and the appellate courts thereof, or the courts of Brazil, as we may elect in our sole and absolute discretion, and you hereby irrevocably and unconditionally submit to the non-exclusive jurisdiction of such courts in connection with any such suit, action or proceeding and hereby waive, to the extent permitted by law, any objection which you may now or hereafter have to the laying of venue thereof and any claim that any such suit, action or proceeding brought in any such court of Florida, United States, or Brazil has been brought in an inconvenient forum. If a suit, action or proceeding is brought in any such court, then, in such event only, you irrevocably waive any and all of your rights to have such suit, action or proceeding brought in Brazil, provided that if any suit, action or proceeding is brought in Brazil at the option of the Branch, you irrevocably submit to the jurisdiction of such court and

waive any rights you may now or hereafter have to remove such proceedings from such courts upon the principle of forum non conveniens. You agree that a final judgment in any such suit, action or proceeding brought in any of the aforesaid courts shall be conclusive and binding upon you and may be enforced in any court to the jurisdiction of which you are subject by a suit upon such judgment.

C. For purposes of facilitating the personal jurisdiction of the state or federal courts situated in the State of Florida over you, each Customer, jointly and severally, does hereby irrevocably appoint and constitute the Secretary of State of Florida, or his successors in that office (the "Agent"), The Capital, Tallahassee, Florida 32301, as the agent of Customer on whom all process in any action or proceeding may be served. You, jointly and severally, hereby covenant and agree that the Agent, or his/her successors in that office, shall continue to serve as Agents for service of process until the Indemnified Liabilities are paid in full, and, that service of process by us 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) shall constitute good and effective service upon each Customer sufficient to grant the state and federal courts situated in the State of Florida full and complete personal jurisdiction over each Customer.

D. We reserve the right to change any provision of this Agreement at any time at our sole discretion, including the right to add, change, or delete any 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 fifteen (15) calendar day prior written notice (either by mailing it to you to your last known address, by posting in a conspicuous place at our Office, or by posting it on our Web-page) that will explain what is being changed prior to the effective date of the change. Your continuing use of your Account(s) at the Branch after receiving notice of any change in this Agreement will constitute your acceptance and concurrence with such change(s).

E. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision herein.

F. We reserve 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 our 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 that we, on any given occasion, may enforce or waive its rights does not obligate us 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.

G. 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.

H. 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.

I. This Agreement shall remain in full force and effect, unless subsequently cancelled or amended by us in accordance with the provisions of this Agreement.

J. Neither our signature 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.

K. This Agreement shall be binding upon your heirs, successors in interest and assigns. Notwithstanding the foregoing, your rights under this Agreement shall not be assignable without our prior written consent, and any assignment without such prior written consent shall be null and void.

48. 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, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR ACCOUNTS AT THE 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 OPENING AND MAINTAINING ACCOUNTS AT THE BANK.

Miami, Florida, USA – June, 2018.