# SINGLE CONTRACT FOR BANKING PRODUCTS SINGLE CONTRACT FOR BANKING PRODUCTS



This contract regulates the relationship between THE CLIENT and THE BANK, regarding the use of each of the banking products and services that THE BANK offers or may offer from time to time, detailed in this contract, but not limited to them, in accordance with the following terms and conditions, which will come into force upon signing this contract and in order for THE CLIENT to access them, he/she must sign the corresponding PRODUCT ACTIVATION FORM, which must be previously accepted and approved by THE BANK.

#### I. DEFINITIONS

BANK: At all times when the word "BANK" is used in this contract, it refers exclusively to PRIVAL BANK. SA and its branches in the Republic of Panama.

**SAFE DEPOSIT BOX:** It is the safe deposit box that THE CLIENT rents from THE BANK in order to store personal items permitted and acceptable to THE BANK in accordance with the Safe Deposit Box Contract found in this document.

CERTIFICATE: Non-negotiable document that certifies the opening, renewal or validity of a Fixed Term Deposit account at THE BANK.

**CUSTOMER:** Means, in general terms, the natural or legal person or persons holding the corresponding products, including those authorized to draw on the accounts, use the available funds, use the credit card, debit card, and give instructions to THE BANK, as recorded in the latter's files, and enter into obligations with THE BANK in accordance with the provisions of this contract. In any case, the status of CUSTOMER is subject to THE BANK verifying the veracity of the information provided by the former, either through requests for local or foreign banking, commercial, and personal references, as well as by requesting any legal document that verifies the latter's identity. Notwithstanding the foregoing, when this contract specifically mentions the MAIN CUSTOMER or the ADDITIONAL CUSTOMER, it will specifically refer to the following:

MAIN CUSTOMER: The person who signs this contract or the person or persons designated as such or who is the owner of the corresponding product.

**ADDITIONAL CUSTOMER:** The person or persons authorized by a PRIMARY CUSTOMER to use the products contained in this contract. It is understood that when there are primary and additional CUSTOMERS, both will be jointly and severally liable to THE BANK and as principal debtors for the obligations arising from the use of banking products and services.

**GENERAL CONDITIONS:** These are the conditions contained in the second part of this contract and shall apply to all banking products and services offered by THE BANK, as well as to all operations and transactions that, even if not mentioned in this document, establish or may establish a legal relationship between the parties.

**SPECIAL CONDITIONS:** These are the conditions contained in this contract and/or that can be found within a PRODUCT ACTIVATION FORM or in any other form that THE BANK provides to THE CUSTOMER, which exclusively regulate a specific product and which will apply only to the product that they specifically regulate.

**SINGLE CONTRACT:** This is the present contract entered into between THE CLIENT and THE BANK, which contains the terms and conditions that govern the products and services offered by THE BANK to THE CLIENT, which are beneficial to the interests of both parties and which will be mandatory, and which will come into force from the date of subscription by THE CLIENT of THE RESPECTIVE ACTIVATION FORM and prior acceptance and/or approval by THE BANK.

**ACCOUNT:** This is the savings, current or term deposit account, regardless of its type, of which THE CLIENT is the holder and which is governed by the terms and conditions of this contract.

**CURRENCY:** An instrument made of gold, copper, silver, or other metal, bearing the distinctive features chosen by the issuing authority to demonstrate its legitimacy and value, as well as a banknote or legal tender accepted as a unit of account, measure of value, and means of payment representing the money in circulation in a country.

PIN OR SECRET NUMBER: This is the code that is confidentially given to the CARDHOLDER that allows them to access ATMs.

**PRODUCTS AND SERVICES:** For the purposes of this contract, this refers to any of the banking products and services that THE BANK offers to its clients at any given time, and which must be contained in a PRODUCT ACTIVATION FORM signed by THE CLIENT with prior approval and/or acceptance by THE BANK so that THE CLIENT can have access to said product.

**ONLINE BANKING SYSTEM:** It is a system of banking inquiries and transactions, which allows THE CLIENT to access information and transact on the accounts he or she holds at any given time with THE BANK and whose information is available through the Internet www.prival.com, after having been validated through a USER ID and PASSWORD.

**MOBILE BANKING SYSTEM:** It is a system of banking inquiries and transactions, which allows THE CLIENT to access information and transact on the accounts that he or she maintains at any given time with THE BANK and whose information is available through a downloadable application via a mobile device.

**PRODUCT ACTIVATION FORM:** Refers to the application by which THE CUSTOMER requests the activation of a specific banking product, from the range of banking products and services that THE BANK offers at a given time, which must be signed by THE CUSTOMER and must have the prior approval and/or acceptance of THE BANK so that THE CUSTOMER can have access to the requested product or service. THE PRODUCT ACTIVATION FORM will form an integral part of this SINGLE CONTRACT.

**CREDIT CARD:** A plastic card or any other material that THE BANK decides to use, owned by THE BANK, issued by THE BANK in favor of THE CARDHOLDER CUSTOMER and any additional cards, in accordance with THE CUSTOMER's request, arising from the execution of a credit agreement, in order to facilitate the leasing or obtaining of goods and services or the obtaining of money from merchants affiliated with the system. The Credit Card may display the assigned card number, THE CARDHOLDER CUSTOMER's name, expiration date, the distinctive emblem of the Credit Card and that of THE BANK, as well as any other emblem or information that THE BANK decides to incorporate, on the front, and on the back the CARDHOLDER CUSTOMER's signature.

**DEBIT CARD:** Plastic card or any other material that THE BANK decides to use, which allows THE CUSTOMER to make purchases or cash withdrawals with automatic debit to the funds in his/her affiliated bank account, accessing, managing and using his/her savings account, regardless of its type, or checking account through

ATMs or points of sale.

**RECORD:** This is the signature record that can be made through a document provided by THE BANK to THE CLIENT, so that THE CLIENT, their representatives and the persons authorized by THE CLIENT to handle banking products, can stamp their legal signature on it, in an autograph, in the same way that it appears on their personal identification document, so that THE BANK keeps them in its records as proof of authenticity. The signature entered on the signature card will be the same one that must be used with THE BANK to sign all banking documents, forms, applications and instructions, to carry out a transaction with the banking product, or to access any service of THE BANK.

In the event of a change in the identification of THE CLIENT or of authorized persons, where a change is made to the signature currently registered in the signature register, it will be THE CLIENT'S obligation to immediately notify THE BANK of said change, as well as to provide the new identification and request the change of signature in the signature register.

CARDHOLDER: The PRINCIPAL CUSTOMER in whose name a debit or credit card is issued, according to THE CUSTOMER 'S request.

**ADDITIONAL CARDHOLDERS:** These are ADDITIONAL CUSTOMER(S) who, at the request and authorized by the CARDHOLDER or MAIN CUSTOMER, receive(s) a credit or debit CARD, whether or not with the same CREDIT CARD number, to be used by them in accordance with the terms and conditions of this contract and the PRODUCT ACTIVATION FORM. Each and every one of the persons authorized as additional to use the CREDIT or DEBIT CARD on behalf of the CARDHOLDER.

**ELECTRONIC TRANSFERS:** For the purposes of this contract, these are those made through Online Banking or through Mobile Banking and /or through any other means that THE BANK may implement in the future and make available to THE CLIENT.

#### II. GENERAL CONDITIONS

- 1.- Interpretations. If any type of contradiction arises between the provisions of the general conditions and the special conditions, the special condition applicable to the product in question shall prevail.
- 2.- Scope of application. This SINGLE CONTRACT for banking products is applicable to all present and future banking products and services that THE BANK provides to THE CLIENT, which are covered by this contract, so THE CLIENT agrees to know that it will not be necessary to sign new banking contracts in the future for the products contained herein, or those products and services that at a given time are offered by THE BANK, from time to time, to which THE CLIENT may have access by signing the respective PRODUCT ACTIVATION FORM, upon approval and/or acceptance by THE BANK, which, upon its acceptance by THE BANK, will form an integral part of this SINGLE CONTRACT. THE PARTIES declare that unless another currency is expressly contracted by THE CLIENT in the activation request, it is understood that the deposits and other payment obligations of THE BANK under the SINGLE CONTRACT or related to it, are in DOLLARS of the United States of America, however, THE CLIENT may select another currency in the PRODUCT ACTIVATION FORM, THE PARTIES declaring that in the event that a currency other than the DOLLAR is selected, it will be understood that throughout the SINGLE BANKING SERVICES CONTRACT where THE Dollar or Dollars are indicated or mentioned, said currency must be replaced or substituted by the type of currency selected by THE CLIENT in THE PRODUCT ACTIVATION FORM, the SINGLE BANKING SERVICES CONTRACT remaining in full force and application, for those cases where THE CLIENT requires the opening of an account or product or service in another currency.

THE CLIENT declares that he/she knows and accepts that in the event that he/she selects a currency other than THE DOLLAR at the time of product activation, the applicable exchange rate will be the one corresponding to the day in which THE BANK executes the payment or transfer, also considering a margin for liquidity and market volatility., all charges and taxes generated by the management of the account, currency convertibility, among others, must be covered by THE CLIENT, with THE BANK having the authority to debit the corresponding amounts from THE CLIENT's account. THE BANK shall not be liable to THE CUSTOMER if the account is reduced due to taxes, duties or devaluations or due to the unavailability of all or part of the deposited assets or securities, due to exchange controls, seizures, embargoes, acts of authority or for any reason beyond THE BANK's control.

- 3.- Minimum amount required to open an account. THE BANK will establish, at its sole discretion and in accordance with the regulations applicable to the specific product, if any, the minimum amount required to open a savings, checking, or fixed-term account. This amount may vary from time to time, also in accordance with THE BANK's internal policies.
- **4.- Account statements.** THE BANK may make the account statement available to THE CUSTOMER through the online banking or mobile banking portal or by sending it monthly to THE CUSTOMER at the email address registered in THE BANK's system or records.

The Bank may, at its discretion, (i) accompany the statement with a reproduction of the images of the cleared checks or (iii) simply not accompany the statement with either the checks or the reproduction of the images; however, in the latter case, the Bank will make available to the Client, upon reasonable request, the reproduction of the check images. THE BANK may provide check reprinting services at THE CLIENT'S request and may apply fees for said service.

If THE CLIENT does not object to the statement of account within ten (10) calendar days following the date of sending by email, or having been made available to him/her through online banking or mobile banking, it will be understood that it has been accepted by THE CLIENT, and that he/she agrees with it and it will be final.

To this end, any claim within the aforementioned period must be made by THE CUSTOMER to THE BANK in writing.

The Bank may charge service fees for the retention of correspondence or mail requested by the Customer. The presentation or delivery of the account statement constitutes a request by the Bank for the Customer's consent to the settlement. The Bank assumes no responsibility for the loss or misplacement of emails, account statements, and attached documents sent to the email address registered in THE Bank's system or records. The Bank may provide the service of reprinting Account Statements at THE CUSTOMER'S request and apply charges for said service.

- 5.- Communications with THE BANK and notification of changes to the CUSTOMER's information. Communications made by THE BANK to THE CUSTOMER will be considered, for all legal purposes, as received by the recipient if they have been made in person at THE BANK, if they have been sent to the email address or through the electronic communication channel enabled by THE BANK and that is registered by THE CUSTOMER in THE BANK's system to receive communications. THE CUSTOMER undertakes to inform THE BANK in writing or by any means or communication channel enabled by THE BANK to receive this type of updates, of any change or modification that occurs in THE CUSTOMER's information or identity, which has been provided at the time of the application for banking products, such as proof of income, source of funds, change of name, address or postal address, email, change of marital status, modifications to social agreements, authorizations, etc. and in the absence of such notice, any correspondence directed to THE CLIENT at the address and/or data recorded in THE Bank's files will be considered correct and in force. The changes or updates made by THE CLIENT will take effect when they have been notified in writing to THE BANK and THE BANK has replied regarding its acceptance of the change. In those cases in which THE BANK has special forms for the communication or registration of such changes, THE CLIENT is obligated to use them so that THE BANK can process the corresponding CLIENT information. THE CLIENT hereby agrees to provide and deliver to THE BANK, within the time stipulated or required, any information and documents in order to keep THE CLIENT's information updated, once the same is requested by THE BANK. Likewise, THE CLIENT accepts that in case of non-compliance with this obligation, THE BANK and/or subsidiaries; THE BANK may even terminate this agreement, definitively ending the relationship established hereunder, without this entailing any liability on the part of THE BANK to any customer or third party who may be aff
- **6.- Joint Accounts.** In the case of joint accounts held by two or more account holders, the rules contained in Law 42 of 1984, which regulates the expressions "and," "and/or," and "or" in bank accounts for deposits held in the name of two or more persons and establishes other provisions, shall apply. Any modification thereto shall automatically apply to this contract, without the need to sign a separate document. Instructions for the inclusion or elimination of account holders must be signed by all account holders, regardless of the type of account held. It is agreed that THE BANK will refrain from following instructions that do not comply with this requirement.
- 7.- Transfers between Accounts. THE CLIENT will make transfers between accounts, using the special forms provided for such purposes or the communication channels enabled and provided by THE BANK, completing them with all the data required therein, and in accordance with the policies and procedures established by THE BANK from time to time. Likewise, THE CLIENT may make transfers between accounts through online banking, accessing www.prival.com. For these purposes, transfers will be governed by the terms and conditions for the use and management of the online banking system contemplated in Section III, letter D of this contract.
- 8.- Debit of obligations. The CLIENT hereby authorizes THE BANK to charge any of the accounts that THE CLIENT holds with THE BANK, its subsidiaries, affiliates or related companies, the amount of any obligation or document representing an obligation existing in favor of THE BANK, including interest, fees, expenses of any kind, without prior notice. THE BANK will not be liable to THE CLIENT in the event that the account is reduced by taxes, duties or charges or by the unavailability of all or part of the deposited assets or securities due to exchange controls, seizures, embargoes or for any other reason beyond THE BANK's control. This right recognized herein in favor of THE BANK does not imply the extinction of THE CLIENT's obligations to pay any outstanding balances that it continues to owe, nor the extinction of the guarantees granted in favor of THE BANK through this agreement and other guarantee agreements that THE CLIENT has entered into with THE BANK. In addition to the above, THE CLIENT releases THE BANK from any liability for failure to comply with instructions for local or international transfers or transfers between accounts issued by THE CLIENT in the event that at the time said instructions are executed by THE BANK the account does not have sufficient funds available.
- 9.- Limitation of THE BANK's liability. THE BANK is only liable to THE CUSTOMER in relation to banking products, for gross negligence and up to the amount of the sum affected in the claimed transaction. The obligations set forth in these regulations shall be the sole and exclusive responsibility of Prival Bank, SA, to the exclusion of any subsidiary, affiliate, or related company. Only the assets of Prival Bank, SA shall be used to satisfy THE CLIENT'S deposits, and it shall have no liability for any lack of funds for payment or for any loss, damage, or other consequences resulting from the delay, failure, or inability to fulfill any of the obligations contained herein or related to this agreement due to restrictions imposed on currency transferability, acts of war, civil disturbances, or acts performed by any governmental entity, or any other cause of force majeure or fortuitous event, or other circumstances beyond its control. Under no circumstances may payment of any deposit be required from any other subsidiary, affiliate, or company related to Prival Bank, SA, and THE CLIENT hereby expressly waives the right to request or require payment from any entity other than Prival Bank, SA, or in a place other than the territory of the Republic of Panama. The obligations and liabilities of THE BANK under this agreement or related thereto are payable and shall be satisfied exclusively at branches in the Republic of Panama and shall be subject to the exclusive jurisdiction of the Courts of the Republic of Panama. The obligations and liabilities of THE BANK under this agreement or related thereto are payable in any currency that is legal tender in the Republic of Panama, at THE BANK's option, at the time of payment. All payments shall be made at the offices designated by THE BANK for these purposes or by electronic means.
- 10.- Legitimacy of checks deposited in THE BANK. THE CUSTOMER guarantees to THE BANK the legitimacy of the checks deposited in its account(s) for collection and, consequently, guarantees to THE BANK that it has good title to them, that the aforementioned checks have not been altered, that the persons who have drawn, endorsed, or guaranteed them have the authority to do so, and that their signatures are authentic.
- 11.- Instructions, authorizations and orders. All orders, authorizations and instructions that THE CLIENT gives to THE BANK must be given using the method and through the communications channel enabled by THE BANK from time to time for this purpose, which must be the one selected by THE CLIENT in the corresponding Form, and which THE BANK establishes from time to time and which is kept in THE BANK's records. Such instructions must be given with due notice and in a clear and precise manner. THE BANK will at all times comply with the instructions given by THE CLIENT in the established manner, reserving the right to verify any order with THE CLIENT before proceeding. However, in the event of non-compliance or imperfect compliance with these, THE BANK will not be liable if they are imprecise, vague, contradictory, confusing, misleading, or if they were not given in a timely manner or if they were given by a means or form other than the communications channel enabled for this purpose by THE BANK or through a means other than that chosen by THE CLIENT in the respective form. In all cases in which THE BANK has forms available to process orders, authorizations or instructions, THE CLIENT must use them. However, THE BANK may, at its discretion, comply with such orders or instructions, even if they are not given in the aforementioned forms. THE CLIENT irrevocably accepts and authorizes THE BANK to comply with orders it receives from the competent authorities of the Republic of Panama and foreign authorities regarding the disposition of the funds in the account and to provide documents and information related to the account, without any liability for THE BANK. THE BANK reserves the right to request

confirmations from THE CUSTOMER by letter before fulfilling orders received by telephone, electronically, or by any other means. THE CUSTOMER accepts full responsibility for all instructions made through the method they select and authorizes THE BANK to process any instructions signed by the duly authorized person(s) as identified on the signature cards maintained by their records. Additionally, THE CUSTOMER agrees that, as long as the instruction is sent through the selected method, THE BANK shall have no further obligation to verify the content of any instruction or communication, or the identity of the sender or confirmer thereof. THE CUSTOMER acknowledges that THE BANK shall have absolute discretion, for any reason whatsoever, to act or not act on and/or require verification or confirmation of any instruction received through the systems selected by THE CUSTOMER. THE CLIENT hereby irrevocably agrees, unless there is proven gross negligence, bad faith or fraudulent intent on the part of THE BANK, and as long as THE BANK acts in accordance with what has been authorized by THE CLIENT, to release THE BANK from all responsibility or obligation for all costs, damages, losses, claims, and losses of any nature (direct or indirect), contingent or not, that result or may result from any delay, act or omission in response to instructions received to transfer funds or establish time deposits or to open accounts, along with any and all related costs and expenses. The Client understands and agrees that THE Bank may, at its discretion, refrain from carrying out or following instructions from THE CLIENT when it considers that such instructions may violate compliance with its internal policies, rules, laws or regulations in force, or when it considers that it does not have sufficient information about the client or the transaction in question.

- 12.- Inactive accounts. These are those in which no deposits or withdrawals are reflected by order of the holder, over the course of five (5) consecutive years, and belong to persons whose whereabouts are unknown after proven reliable attempts to locate them. The collection of surcharges applied to these accounts, as well as the interest they generate, does not entail the activity of said accounts. In the case of fixed-term deposits in which automatic renewal has been agreed upon in the contract, they will be considered inactive when they are automatically renewed for one or more periods that in total add up to five (5) consecutive years or more, counted from the first renewal, the whereabouts of the holder being unknown after proven reliable attempts to locate him. The Bank will notify the Superintendency of Banks of Panama and the balance of the account or deposit will be sent to the National Bank of Panama, in compliance with current legal stipulations and THE BANK may proceed to close the deposit account.
- 13.- Accounts with Little or No Activity. These are current accounts that have not shown any activity on the part of THE CLIENT for six (6) consecutive months. Specifically, in the case of current accounts with little or no activity, after six (6) months, THE BANK will give the CLIENT thirty (30) days' notice regarding the collection of a monthly charge under this concept. After thirty (30) days from the date of notice to the CLIENT, THE BANK may proceed with the collection of the charge during the following three (3) months. After three (3) months, THE BANK will not charge anything for this concept. After this period, THE BANK may proceed with the closure of the account and the transfer of the funds to a special collective account, where the funds will be available to the CLIENT upon request. These funds will not generate interest or charges for their collection.
- In the case of local fixed-term accounts whose characteristics require the account to remain inactive for a period previously agreed upon between THE CLIENT and THE BANK, as well as in local savings deposits, no fee will be charged for little or no activity, for inactivity, for balances below minimum balances, or for maintenance. THE CLIENT agrees that THE BANK must notify the Superintendency of Banks of any funds in its possession that remain inactive for five (5) years and belong to persons whose whereabouts are unknown. The Superintendency, after verifying this fact, will order that their net value be transferred to the National Treasury.
- 14.- Rules for the collection of fees or surcharges on passive transactions. Any fees or surcharges charged by THE BANK will be detailed in THE BANK's price list and will be based on the guidelines and provisions established by the Superintendency of Banks of Panama.
- 15.- CLOSURE OF ACCOUNTS THE BANK may at any time and without just cause, close any deposit or credit account of THE CLIENT, even if it is subject to termination, terminate any service as well as declare any obligation of THE CLIENT with THE BANK overdue. In such cases, THE CLIENT must cancel THE BANK, upon request, any balance in its account and, in turn, THE BANK will cancel THE CLIENT, by cashier's check or electronic transfer, with said refund of funds being issued exclusively in the name of the holder of the closed account, less any costs or expenses that are pending to be covered by the client.
- 16.- Signatures on the contract and documents. The signature(s) appearing on this document, as well as on THE BANK's signature record, will be the one(s) that THE BANK will use as samples to establish THE CUSTOMER'S identity (whether acting on their own behalf or on behalf of and representing another person) on the due date or cancellation of the account, as well as to verify the validity of any instructions received at any time during the term of this contract.
- 17.- Contract Term. The term of this contract is indefinite, unless special conditions establish terms in force for the corresponding product or service. Notwithstanding the foregoing, either party may terminate it at any time with written notice to the other. After THE CLIENT gives notice of termination, THE BANK may refuse to accept new deposits, pay withdrawals, or fulfill orders, authorizations, transfers, or instructions given on, against, or in relation to the account and will return to THE CLIENT, by cashier's check, any balances in its favor. In the event that THE CLIENT does not notify, THE BANK reserves the right to close any account, without the need to send notice to THE CLIENT, if the account reflects a zero balance for a period of one (1) month. Additionally, THE BANK may terminate the contract at any time by written notice to THE CLIENT.
- 18.- Modifications. THE BANK reserves the right to modify, at any time, one or more times the terms, conditions and modalities of this document, being able to vary even the amounts, percentages or rates set for the commissions or charges, or to establish new charges, which is expressly accepted by THE CLIENT. In this case, THE BANK will notify THE CLIENT by any mass means of communication that THE BANK considers at its sole discretion, including email, with the necessary advance notice that allows THE CLIENT to take the measures it considers convenient to its interests before the entry into force of the respective modification. THE CLIENT has a period of ten (10) business days to give its response. The lack of response by THE CLIENT will be interpreted as a sign of acceptance or conformity on its part, in relation to the modification.
- 19.- Nullity. It is agreed that if any of the provisions contained in this contract are found to be null and void under the laws in force in the Republic of Panama, such nullity will not invalidate the contract in its entirety. Rather, it will be interpreted as if it did not include the provision or provisions declared null and void, and the rights and obligations of the contracting parties will be interpreted and observed in the manner appropriate by law.
- 20.- Plurals. It is understood and agreed between the contracting parties that the terms whose plurals have been indicated below, enclosed in parentheses, will effectively be interpreted in the plural when the text so requires.

21.- Terms. It is understood and agreed between the contracting parties that terms mentioned in the singular, but which for the purposes of this contract must be considered plural, will be effectively interpreted in the plural when the context so requires. Likewise, it is understood that terms mentioned in the plural and for the purposes of this regulation must be considered singular will be effectively interpreted in the singular when the context so requires.

## 22.- Bank confirmations from auditors, credit references and exchange of banking information, confidentiality and protection of personal data.

THE CLIENT irrevocably authorizes THE BANK to obtain and verify his/her credit history with the Panamanian Credit Association (APC), as well as to verify banking, commercial, and personal references, his/her tax residence, as well as to verify any other data or information that is provided by THE CLIENT to THE BANK in order to document the relationship with THE BANK. Hereby, THE CLIENT irrevocably authorizes THE BANK to verify his/her identity through the Identity Verification Service of the Electoral Tribunal and to share information with other entities at the level of the banking Group, regulatory and oversight agents, correspondent banks, data processors, insurers, reinsurers, assignees, financial entities that need to measure the BANK's risk or other entities that require it for processing purposes, provision of services or products and regulatory requirements of competent authorities. THE CLIENT releases THE BANK, its attorneys, officers, shareholders, directors, agents or employees from any liability that may arise in relation to the information provided by THE BANK in the exchange of banking information and all information in general that is stored in the files, with other banks, economic agents, correspondent banks, insurers, reinsurers, credit associations, competent authorities in the Republic of Panama, professional advisors, assignees, financial entities that require measuring THE BANK's credit risk in order to provide financing or services, data processing offices or service providers of the BANK and similar or when verifying banking, commercial or personal references, as well as their tax residence or any other data or information that is provided by THE CLIENT to THE BANK. Likewise, if in the banking confirmations issued by THE BANK to auditors, at THE CLIENT'S request, in which THE BANK certifies sums deposited in bank accounts of any kind, pledged balances, guarantee balances, warranties, restricted amounts, balances owed to THE BANK in the form of loans, interest, commissions, overdrafts, lines of credit and any other types of outstanding obligations, resulting from banking operations or transactions, if any, the information is inaccurate, erroneous, outdated, incomplete or ineffective for the purposes for which said confirmations were issued. THE CLIENT exempts THE BANK from payment or compensation for any damage or loss that may be caused to him or third parties as a result of said inaccuracy, error, outdatedness or ineffectiveness, THE CLIENT assuming all risk or responsibility that may arise from the banking confirmations of auditors, references or exchange of banking information.

The above authorization also applies when: (i) The Bank is required by the competent authorities or supervisory bodies in accordance with the law; (ii) The Bank must do so in compliance with its internal policies, stipulations, laws, regulations, current legal regulations or similar and/or; (iii) The Bank is requested by correspondent banks in order to verify the legality of the transaction in question, verify data, origin and destination of the funds, as well as any other information that is required of the Bank by them in order to carry out said transaction or provision of a service or product or comply with transparency, anti-money laundering or anti-corruption regulations, among others; (iv) The Bank, at its discretion, when it deems it convenient to properly execute its operations or the operations requested by the Client (in this sense, the Client agrees to provide, cooperate and/or confirm to the Bank all the information required to carry out its operations); (v) The Bank transfers, assigns, sells or otherwise transfers to a third party the credits, or other obligations and/or rights that the Client has with the Bank; (vi) In the case of subsidiaries, affiliates or related companies of the Bank when the purpose is to offer the Client products or services offered by them, send advertising material, invitations to events or activities offered by the Bank and/or its subsidiaries and/or affiliates and/or to exchange information within the group for the purposes of preventing money laundering, terrorist financing and financing the proliferation of weapons of mass destruction. The Bank may provide information about the Client when required by a competent authority in accordance with the law; or in compliance with current legal stipulations; by risk rating agencies, and by data processing agencies or offices for accounting and operational purposes. The Client expressly authorizes The Bank to share and provide, by any means, any information about The Client and/or the transactions it has or acquires with The Ban

Likewise, the CLIENT expressly authorizes THE BANK to contract with third parties located in Panama or abroad for services related to the processing of account data, transmission and storage of orders and information related to the DEBIT and CREDIT CARD, for use on a national or international scale, including ATM networks, computerized services or other similar services that are made available to the CLIENT. Consequently, the use of the DEBIT CARD or CREDIT CARD or the execution of transactions on a national or international level constitutes the CLIENT's acceptance for such third parties to obtain, store and process the information necessary to fulfill the requested transactions, with such information being subject to the laws that regulate the confidentiality of banking information in those countries and in the Republic of Panama.

Likewise, THE CLIENT authorizes THE BANK to use his/her personal data to send advertising material, invitations to events or activities offered by THE BANK or its subsidiaries or affiliates.

23.- Deposited Items and Proof of Funds. Deposits will be made in cash, checks, or electronic transfers and must be made using the special forms provided by THE BANK for such purposes, completing them with all the required information. THE BANK will accept deposits made to THE CLIENT'S account, even when the receipts or vouchers for these deposits are not signed by THE CLIENT. In these cases, THE CLIENT is responsible for the amounts deposited. THE BANK reserves the right to reject any deposit or transfer of funds received to THE CLIENT'S account when it deems them to be irregular or inconsistent with THE CLIENT's business. If, in THE BANK's judgment, the transaction is irregular for the reasons set forth in the legislation regarding irregular or suspicious transactions, THE BANK will proceed in accordance with the provisions set forth in said legislation for these cases. When making each deposit or withdrawal, THE CLIENT will receive a copy of the deposit or withdrawal with THE BANK's corresponding seal. In the case of electronic transfers, said deposits or withdrawals may be verified through the respective account statements. Deposits made by check or electronic transfer drawn on other banks will only be definitively credited to THE CLIENT's accounts after they have been paid or cleared by said banks. It is further agreed that the value of deposits made by check or electronic transfer against banks with offices located outside the National territory will not be available to THE CLIENT until THE BANK receives notification from the correspondent that the checks have been accepted. Consequently, THE CLIENT agrees that the expenses incurred by THE BANK for the negotiation of said documents will be assumed by THE CLIENT in accordance with the current exchange rate. It is also agreed that THE CLIENT shall bear all risks related to circumstances that may adversely affect documents drawn on banks located outside the national territory and in particular those drawn on banks with currencies other than legal tender in the Republic of Panama. THE CLIENT expressly authorizes THE BANK to debit from its account the amount of any checks that, having been deposited or electronic transfers made, are not collected by THE BANK, as well as those checks or electronic transfers made that, having been collected by THE BANK and credited by it to THE CLIENT's account, must be reimbursed to the drawee bank because, in the opinion of said bank, they have been unduly paid. It is agreed that any deposit made by THE CLIENT with checks or electronic transfers from other banks implies authorization for THE BANK to charge THE CLIENT's account the amount of the commission for the transfer of funds . THE BANK

is also hereby authorized by THE CLIENT to perform any reversal of funds or debit from THE CLIENT's account for any funds credited to the account erroneously or improperly paid by THE BANK. THE BANK undertakes to return dishonored checks to THE CLIENT; however, it is not obligated vis-à-vis THE CLIENT to perform any conservative diligence intended to avoid the lapse of the actions, if due to the lack of such diligence such actions are extinguished.

- 24.- Telephone Complaint Reception Center. THE BANK provides THE CUSTOMER with a 24-hour complaint reception center, through which they may file any complaint or claim related to the services described in this credit card agreement.
- 25.- Deaths. The BANK will proceed in accordance with the wishes of THE CLIENT, the account holder, provided THE CLIENT has previously authorized THE BANK, to directly pay, regardless of the nature, amount, and balance of his or her account, and without any further formalities or judicial proceedings, to the person or persons designated by THE CLIENT as beneficiary or beneficiaries. (Art. 219 of the Banking Law and Agreement No. 009 of October 22, 2009, and any amendments thereto). If such prior authorization is not granted, THE BANK will proceed as follows: If there is only one ACCOUNT holder, THE BANK will refrain from making changes to the ownership or availability of said ACCOUNT until a specific court order is received authorizing the person or persons to whom said funds are to be delivered. In the event that the ACCOUNT is joint, the provisions of the Joint Bank Accounts Act (Act No. 42 of November 1984 and any amendments thereto) shall apply.
- **26.- Changes in the Identity, Address, and Contact Information of the CUSTOMER.** Any change or modification that occurs in the identity, existence, or legal structure of the CUSTOMER will only take effect when notified in writing to the BANK and confirmed in writing by the BANK.

The Client must immediately notify The Bank in writing or through any communication channel enabled by The Bank to receive such updates, of any change in its address or contact information and, in the absence of such notice, any correspondence addressed to The Client at the address and/or information recorded in The Bank's files will be considered correct and given in due form.

- 27.- Powers of Attorney. Any power of attorney of any kind that has been brought to the attention of THE BANK, as well as the record of authorized signatures for the management of an account, shall be considered valid until THE BANK has received written notice of the revocation or expiration of such powers or authorizations. The modification or revocation of a power of attorney, as well as any change in the relationship between the account holders regarding the capacity or authority of the holder(s), their representatives, or the persons authorized to sign on the account, shall only be binding on THE BANK as of the date on which THE BANK is notified in writing of such facts and THE BANK has confirmed receipt of such notification in writing. Therefore, if THE BANK has not been notified in writing and has not been notified of its knowledge, THE CUSTOMER may not revoke facts or circumstances related to him or her from THE BANK, even if such facts have been published, registered, and entered.
- 28.- Changes in Legal Entity. In the case of legal entities, THE CLIENT is obliged to inform THE BANK, immediately and in writing, of all agreements made, circumstances or events relating to its legal entity or administrative and social structure, including any change or modification to its Articles of Incorporation and bylaws, as well as in the integration or structure of its corporate bodies, the granting, alteration or revocation of powers and mandates, appointment and dismissal of directors, officers, and main officials of the company, likewise THE CLIENT is obliged to immediately inform THE BANK in the event that THE CLIENT's legal entity is affected by being in suspension, dissolution process, bankruptcy or reorganization process. It is understood that the notarization, registration in the Public Registry and/or publication of such changes will not be sufficient to bind THE BANK, but, on the contrary, it will be necessary that they be notified in writing, with THE BANK being relieved of all liability if it carries out operations based on the information contained in its files.
- 29.- Assignments. THE CLIENT acknowledges and accepts that THE BANK, at its sole discretion, may assign, negotiate, or transfer to any other title, either all or part of the credits, assets, deposits, and other rights arising in favor of THE BANK by virtue of this agreement without prior notification to THE CLIENT. For the stated purpose, THE BANK is hereby authorized in advance by THE CLIENT to provide any buyer, assignee or acquirer of the aforementioned credits, assets, deposits and/or other rights of THE BANK arising from this contract, all documents and information related to THE CLIENT's financial situation and the status of the credits, assets, deposits and other rights of THE BANK and all information that THE BANK deems appropriate to facilitate the sale, assignment or transfer to any other title, THE CLIENT expressly exonerating THE BANK, its affiliated companies, subsidiaries, assignees and/or successors, its employees, executives, directors, officers or attorneys, as well as any company that through an assignment, administration or portfolio purchase transaction acquires the rights to its credit, from any consequence resulting from THE BANK's exercise of its right to provide the documents and information referred to in this clause.
- **30.- Effects of allowing non-compliance.** The obligations arising from this contract will not be extinguished or diminished by any act or omission of the BANK or by the fact that the CUSTOMER(S) fail to comply with their obligations one or more times, or comply with them imperfectly or in a manner different from that agreed without the BANK demanding the exact fulfillment of such obligations either judicially or extrajudicially, since such attitude, on the part of the latter, does not imply nor will it be deemed as a modification to the terms of this contract, nor as acceptance of non-compliance, imperfect fulfillment or fulfillment different from those agreed, nor will it be considered as a waiver of the contractual or legal rights that correspond to THE BANK and will not prevent the BANK from demanding in the future judicially or extrajudicially the faithful fulfillment of the agreed obligations or exercising the rights of which it is entitled.
- 31.- Collection costs. THE BANK will charge THE CLIENT'S account for all expenses and taxes incurred in connection with this contract, including attorneys' fees or collection costs, whether judicial or extrajudicial, if applicable.
- **32.** [1] **Other Expenses.** THE CUSTOMER hereby agrees that THE BANK will charge and may charge THE CUSTOMER'S account, without prejudice to other services provided for in other clauses, the following expenses: a) All expenses incurred by THE BANK to comply with orders and instructions from THE CUSTOMER to take prompt measures to protect the latter's interests shall be for THE CUSTOMER's account, whether they refer to mail, telephone, cable, special messengers, insurance, transportation, money orders, etc. B) Expenses for the monthly maintenance of accounts, whether personal or commercial, whose average monthly available balance is less than the minimum balance required by THE BANK, with the exception of savings accounts. Likewise, THE BANK is authorized to apply an additional charge to accounts that show an unusual activity or that require special service from THE BANK. C) Expenses for issuing duplicate account statements or any other document that THE CUSTOMER requests from THE BANK. This fee will be charged based on the type of document requested and the age of the document. D) Fees for reprinting checks. E) Monthly charge for account inactivity, based on section 11 described above, and according to the procedure established by the

Superintendency of Banks, except for savings accounts, closure, return of deposited checks, loss of checkbook, or for any other reason determined by THE BANK. The amount of the fees charged will be determined by THE BANK and may vary from time to time. It is agreed that THE BANK may, from time to time, set the minimum balance applicable to each type of account, and this will be payable in accordance with the communication made by THE BANK with the corresponding advance notice by any mass media, including email, so that THE CUSTOMER may accept or reject said change.

- **33.- Waivers.** In all cases in which THE CUSTOMER is liable to THE BANK for being a signatory, grantor, debtor, co-debtor, drawer, acceptor, beneficiary, endorser, surety, guarantor or endorser, THE CUSTOMER hereby waives the address and all notifications, notices, requirements, benefits (of order, of excussion and division), proceedings, presentations, protests that THE BANK has or should make by uses, customs or by legal provision. Likewise, THE CUSTOMER waives the procedures of the executive trial.
- **34.- Executive Merit.** For all legal purposes, including the issuance of execution against THE CLIENT, the principal and/or additional, it is agreed that the correct and true balance of THE CLIENT's obligations will be considered as that recorded in THE BANK's books, according to THE BANK's own declaration. Therefore, the certification issued by THE BANK regarding the amount and due date of the outstanding balance, once reviewed or certified by the Certified Public Accountant, will be fully valid in court and will provide executive merit, considering the amount expressed in said certification as clear, liquid, and due. If for any reason THE BANK is unable to present this certification, the sum for which the claim is filed will be considered true. In all these cases, THE BANK may jointly and severally sue any of the CLIENTS or one, several, or all of the CLIENTS, for the total debt, in equal or unequal parts, at the BANK's discretion.
- **35.- Jurisdiction.** This contract shall be governed, in turn, by the terms and conditions agreed upon herein, by THE BANK's General Business Conditions, if any, by Panamanian laws, and by the customs and practices of the region. For all legal purposes, THE CLIENT(S) submit(s) to the jurisdiction of the Panamanian courts, without prejudice to THE BANK's right to sue before any court outside the Republic of Panama. For the purposes of the Credit Card contract, the operating regulations of the international Credit Card operator shall also apply, whichever applies depending on the card issued to THE CLIENT or CARDHOLDER.
- **36- Seizure or Seizure Orders.** The seizure, attachment, freezing, or withholding of payments order issued by a competent authority on a person's funds in a bank deposit account applies to the existing balance (less any checks or payment orders pending internal registration by the depositary) corresponding to that person at the time and date the bank receives the order, up to the limit indicated in the respective order.
- **37.- Cashier's Checks:** The purchase of a Cashier's Check may be carried out through the express request of THE CLIENT, either through the forms that THE BANK keeps available to THE CLIENT for these purposes, as well as by email or letter addressed to THE BANK.

The Bank shall not be liable for any loss resulting from a delay in presenting the cashier's check to the issuer for payment, or as a result of any other cause beyond its control. If the check is lost, stolen, or destroyed before being cashed by the beneficiary, the Customer must submit a note identifying the check, stating that it has not been cashed, and requesting its suspension, signed by both the Customer and the beneficiary. In the event of theft, a judicial report filed with the competent authority must be attached.

The CUSTOMER assumes all liability, as well as any damages resulting from providing THE BANK with erroneous information. The CUSTOMER agrees to indemnify THE BANK if, as a result of the check stop order, THE BANK is subject to any legal action or measure, or for any damages it may suffer due to compliance with said stop order. The CUSTOMER releases THE BANK from all liability in the event that, through omission, error, or inadvertent oversight, THE BANK pays or certifies the check for payment made by the Bank on checks for which THE CUSTOMER has ordered the payment to be stopped. This check will expire one year from the date of issue.

**38.- Rights.** Every bank customer has the right to file a claim against THE BANK if they believe that any of the rights granted by Article 206 of the Banking Law have been violated.

III. SPECIAL CONDITIONS Special conditions apply individually to each product:

### A.- SAVINGS ACCOUNT.

The Bank will open a savings account in the name of the Client on the date it processes the respective Product Activation Form.

1.- Conditions for deposits and withdrawals. By opening a Savings Account with THE BANK, all depositors accept and are bound by the special conditions thereof and accept any changes THE BANK may make to these special conditions. Any natural or legal person may be a depositor in a Savings Account, and must provide THE BANK with the necessary identification data. Savings accounts for minors will be opened with the prior authorization of their legal representatives, which authorization is also required for any withdrawals. All withdrawals will be made by THE CUSTOMER personally, by means of a written order on the forms that THE BANK will provide upon request, or through electronic means using the online banking system prival.com or mobile banking, or any other system that THE BANK may implement in the future. THE CUSTOMER is obligated to THE BANK to sign withdrawals, orders, authorizations and instructions of all kinds related to this account, with his/her autograph signature identical to the one registered in THE BANK's books and to clearly indicate the account number. THE BANK, exercising the usual caution regarding the verification of signatures, will only be liable for gross falsifications of the signature placed on the withdrawal request or withdrawal slip. In all cases, the Client is responsible for entering and placing the data and information requested by THE Bank to process the transaction, and in any case expressly exonerates THE Bank from any error or omission when completing the required information. THE BANK will only pay withdrawals made by THE CUSTOMER in accordance with the Law and this agreement, and THE BANK is authorized to refuse payment of any withdrawal or compliance with any order, authorization or instruction given by THE CUSTOMER if, in THE BANK's judgment, such withdrawals, orders, authorizations or instructions or THE CUSTOMER's signature are incomplete, altered, defective or falsified, for which reason THE BANK shall be released from all liability should it proceed as provided in this clause. Any payment made with customary care to any person submitting a withdrawal request together with written authorization shall be deemed good and valid and shall release THE BANK from all liability to THE CUSTOMER or its representatives, unless prior to the date on which such request is received, THE CUSTOMER has notified THE BANK in writing that the aforementioned authorization has been lost, stolen, or improperly passed into the hands of other persons. Until THE BANK has received and been able to record the notification, THE CUSTOMER will be responsible for any further withdrawals paid. Any consequences or damages resulting from the loss, theft, misuse, falsification, or alteration of withdrawal forms or authorizations, as well as the falsification or

alteration of THE CUSTOMER's signature, will be borne by THE CUSTOMER. The Bank shall not be liable, except in the event of proven gross negligence, and then only to the extent of the damage incurred. When depositing checks or other negotiable instruments, the Client agrees and accepts that these are received by the Bank, subject to subsequent verification and unless properly collected. Therefore, their amounts will be available only after they have been effectively paid to the Bank. The notation of these amounts in the account is merely provisional; therefore, the Bank has the right, at any time, to debit the amount of any check or negotiable instrument that, having been deposited, has not been paid to the Bank for any reason. It is understood and agreed that the Client may not issue checks or payment orders against savings accounts.

THE CLIENT expressly authorizes THE BANK to comply with any orders or instructions given by THE CLIENT regarding the savings account, whether in writing, by letter, computer terminals or any other means that THE CLIENT uses and that is acceptable to THE BANK according to the records maintained by THE BANK.

THE CUSTOMER agrees that if such orders or instructions are given in such a manner as to induce THE BANK to reasonably believe that they were duly given and it is not evident that said orders or instructions do not originate from THE CUSTOMER or an authorized person, THE BANK shall be deemed to have acted correctly in complying with them, and shall not incur any liability, even if such orders or instructions turn out to be not genuine. If THE BANK has reason to suspect that the orders or instructions were not given by THE CUSTOMER, it shall refrain from complying with them and shall communicate this circumstance to THE CUSTOMER, if possible, without THE BANK being liable for any damages or losses caused to THE CUSTOMER by the non-execution of said orders or instructions, even if they turn out to have been given by THE CUSTOMER.

2.- Interest. Savings account balances in local currency will accrue interest based on the rate(s) set from time to time by THE BANK for the savings deposit account type in question, in accordance with the types of savings accounts offered by THE BANK at any given time. It is understood and agreed that THE Bank may, at its sole discretion, choose to establish a tiered rate system based on amounts, which, also at THE Bank's discretion, will be applied in a combined or non-combined manner. This interest will be calculated on the available daily balance reflected in the savings account and may be credited to it monthly, or at the periodicity agreed upon by THE CLIENT and THE BANK, provided that the savings account has not been closed before the expiration of the month in question and that during said month the savings account has maintained available daily balances.

Savings accounts in foreign currency will not pay interest. THE BANK will notify THE CUSTOMER in writing from time to time of the new interest rate applicable to their account, without it being necessary to change, replace or vary THE CERTIFICATE, which will remain in effect at all times until the account is terminated. THE BANK may reduce or increase the agreed interest rate to the rate that THE BANK deems appropriate, and for this purpose, THE BANK will notify THE CUSTOMER of its decision to change the interest rate.

- 3.- Accounts for Minors. THE BANK may open savings accounts in the name of minors. To open accounts for minors, THE BANK will require the documents and information established in accordance with current laws, procedures, and internal policies. Savings accounts for minors will be opened with the prior authorization of their legal representatives or guardians, which authorization is also required for any withdrawals. For accounts held by minors, they must be represented by their legal representative, a parent, or a guardian designated in accordance with the Family Code. When the Client is a minor, the contract will be signed by the person(s) with sufficient legal capacity to represent them, that is, the person exercising parental authority or guardianship, hereinafter referred to as the Representative. In these cases, the account will be managed through the minor's Representative. To this end, the Bank will provide the Client Representative with access to the online banking and/or mobile banking system, provided that they are requested through the respective product activation form. Both services, once requested, will be governed by the corresponding Specific Conditions of Service, as set forth in this Agreement. The representative may request the debit card product related to the savings account in the name of the minor. If the card is used by the minor, this will be done under the strict supervision and consent of the Representative. The Representative agrees to release the Bank from any claim and/or compensation for any damages that such authorization may cause. The parties agree that all obligations and responsibilities assumed by the minor Client under the Contract shall be understood to be equally assumed by the Representative personally, until such time as the Representative and/or the Client give notice and make known to the Bank that, in terms of applicable legislation, the Client has attained the legal capacity to enter into contracts and be bound by the terms of the Contract without the need for legal
- **4.-Prohibitions:** In accordance with the guidelines issued by the Superintendency of Banks, regarding the rules for the collection of certain commissions and surcharges by banking entities, the Bank will not charge commissions or surcharges in the following cases:
- a. Due to limited or no activity, inactivity, failure to maintain a minimum average balance, or account maintenance or management issues. The above provision shall not apply to savings accounts opened for payroll payments.
- b. For opening or managing an account or for not maintaining a minimum average balance in the case of accounts opened at the request of the Bank to make charges related to the payment of a loan granted by the Bank;
- c. For the cancellation of accounts, when a period of more than 6 months has elapsed since the opening date.

Low- or no-activity accounts are defined as accounts that do not register any activity during a given period. The collection of fees applied to these accounts, as well as any interest they generate, will not be considered activity on these accounts.

## B- CURRENT ACCOUNT.

The Bank will open a checking account in the name of the Client on the date it processes the respective Product Activation Form.

1.- Availability of funds and check payment. THE CUSTOMER undertakes to maintain sufficient funds in the checking account to cover the payment of checks drawn on the checking account, in accordance with current legal provisions. These checks must be issued by THE BANK or issued through THE CUSTOMER, complying with current regulations, as indicated below, and which do not present, in THE BANK's judgment, any visible forgery. Before paying and charging to THE CLIENT's account the checks or other orders drawn by THE CLIENT and presented at the cashier, THE BANK will identify the person who presents it for

collection, will verify the authenticity of THE CLIENT's signature, the regular issuance of the check and the formal continuity in the endorsements, without THE BANK being responsible to THE CLIENT in the event that said endorsements are not authentic. THE CUSTOMER expressly authorizes THE BANK to comply with any orders or instructions given to it in relation to the current account, whether in writing, by letter, computer terminals or any other means that THE CUSTOMER uses and that is acceptable to THE BANK in accordance with its normal operating practices.

THE CUSTOMER agrees that if such orders or instructions are given in such a manner as to induce THE BANK to reasonably believe that they were duly given and it is not evident that said orders or instructions do not originate from THE CUSTOMER or an authorized person, THE BANK shall be deemed to have acted correctly in complying with them, and shall not incur any liability, even if such orders or instructions turn out to be not genuine. If THE BANK has reason to suspect that the orders or instructions were not given by THE CUSTOMER, it shall refrain from complying with them and shall communicate this circumstance to THE CUSTOMER, if possible, without THE BANK being liable for any damages or losses caused to THE CUSTOMER by the non-execution of said orders or instructions, even if they turn out to have been given by THE CUSTOMER.

- 2.- Legitimacy of deposited checks. THE CUSTOMER guarantees to THE BANK the legitimacy of the checks deposited in their account for collection and, consequently, guarantees to THE BANK that they have good title to them, that the aforementioned checks have not been altered, that the persons who have drawn, endorsed, or guaranteed them have the authority to do so, and that their signatures are authentic.
- 3.- Checkbook and use of checks. THE BANK will provide THE CUSTOMER with duly identified checkbooks upon written and signed request by THE CUSTOMER on a special form that the CUSTOMER will submit to THE BANK for such purpose. The Bank may refuse to supply checkbooks when requested by unauthorized persons or when the request is made without completing the special form. The Bank reserves the right to charge THE CUSTOMER for the cost of the checkbook material and printing. Likewise, THE CUSTOMER may issue their own checks, with prior authorization from THE BANK, provided that they comply with the corresponding dimensions and specifications. Checks that THE CUSTOMER issues with prior authorization from THE BANK will be mandatory for THE CUSTOMER, and THE BANK reserves the right to reject checks that do not meet the mandatory requirements contemplated in the Clearing House instructions. THE CUSTOMER authorizes THE BANK to debit their checking account for any fees charged for each check returned for failure to meet the corresponding specifications. THE CUSTOMER shall be responsible for paying the corresponding tax stamps on the checks they issue and processed by THE BANK. It is agreed that THE CUSTOMER will only use the checkbook provided or authorized by THE BANK to draw on their checking account. Consequently, THE BANK will reject payment on checks issued on universal forms or extracted from checkbooks belonging to other clients. THE CUSTOMER must immediately notify THE BANK in writing of any loss or misplacement of their checkbook. THE CUSTOMER shall be liable for any damages that may result from the delay or failure to provide such timely notification, or for any other damages arising from the circumstances contemplated herein.
- **4.- Issuance and signing of checks.** THE CLIENT undertakes to issue checks legibly, without erasures or deletions, stating the amount in figures and words, the date of issue, and to sign them with an autograph identical to the one recorded on the current account signature card, which must be the same as the one stamped by THE CLIENT on his or her personal identity card or passport if he or she is a foreigner, and to clearly indicate the account number.
- 5.- Prohibition of overdrafts and authorized occasional overdrafts. THE CLIENT agrees not to issue checks or other overdrawn payment orders, and consequently, THE BANK will not be obligated to pay any check or other payment order if there is not enough funds in the account, unless THE BANK has authorized it. It is agreed that checks drawn on other banks and deposited in THE CLIENT'S account for collection until THE BANK has actually received the amount thereof do not constitute sufficient funds. THE BANK may, at its sole discretion, authorize the occasional overdraft to THE CLIENT. For these purposes, THE CLIENT has a term of five (5) days from the date on which the overdraft is authorized to formalize it in accordance with the requirements demanded by THE BANK for such purpose, or cancel the debt. After the period of five (5) days has passed without THE CLIENT having complied with the conditions indicated by THE BANK, THE BANK may close THE CLIENT's account, in which case the balance reflected in the account in favor of THE BANK will be declared overdue and THE BANK may resort to judicial means for its collection. For all legal purposes, including the issuance of execution by THE BANK, THE CLIENT accepts as the correct and true balance of this account the one that appears in THE BANK's books according to the declaration made by THE BANK to that effect. Consequently, it is THE BANK's power to indicate the liquid and due balance and THE CLIENT declares that he accepts the balance indicated by THE BANK, which is why the certification issued by THE BANK regarding the amount of the CLIENT's balance of this account will be enforceable.

The Bank will charge overdraft interest at the stipulated rate or a minimum available balance fee, whichever is higher, including the balance drawn against funds due. The Bank may also charge an additional fee for each check drawn or electronic transfer made without sufficient funds in the account. Furthermore, the Customer agrees to pay or cover, at the Bank's request, any outstanding balance resulting from the payment of checks or money orders without sufficient funds, whether such payment was made with the Bank's authorization or through its inadvertence or error.

The determination made by THE BANK regarding the stipulated rate will be conclusive and definitive and THE CLIENT accepts the interest rate that THE BANK sets. It is agreed that THE BANK may, when it deems it convenient, one or more times, increase or decrease the stipulated rate and/or the commission for charging the minimum available balance. The payment made by THE CLIENT of these interests will constitute his/her recognition and acceptance of the outstanding balance of principal, interest and charges that appears in the BANK's books. THE BANK may capitalize the interest owed, with said sum accruing interest in favor of THE BANK. To calculate the interest, the number of calendar days elapsed will be taken into account and using as a base one (1) year of three hundred and sixty (360) days. THE CUSTOMER agrees that, in the event of delay or default in the payment of outstanding balances, THE CUSTOMER will pay THE BANK default interest, which will be applied according to the default interest rate being used by THE BANK at that time.

The overdraft amount and its interest will be paid in dollars, legal tender of the United States of America and in no other currency, in immediately available funds, free of any present or future rate, charge, levy, tax imposition, right to deduction that with respect to said payments must be paid to the Government of Panama or any political subdivision or tax authority, which will be borne by THE CLIENT.

THE BANK may additionally declare the debt reflected in THE BANK's books arising from the occasional overdraft due and demand its total payment judicially or extrajudicially immediately, including interest, commissions, costs, collection expenses, in the event that any of the following events occur: a) Breach of any of the obligations derived from this document. b) If any other credit granted by THE BANK to THE CLIENT is declared due. c) If any circumstance, act or event occurs, which

in THE BANK's sole judgment may adversely affect the collection of the occasional overdraft debt or its interest. d) If the seizure, retention or embargo of any of THE CLIENT's assets is ordered or decreed. e) If the CLIENT is subject to judicial interdiction or declared insolvent in bankruptcy or subject to creditor insolvency proceedings or if an administrator, receiver or liquidator is appointed, or if he/she transfers assets for the benefit of his/her creditors, or if he/she is in the process of reorganization f) In the event of the death of THE CLIENT g) If THE CLIENT does not comply with the account regulations that govern the management of this account.

- **6.- Handling stop payment instructions and checks.** Stop payment orders for checks will only be honored when they originate from THE CUSTOMER as the issuer, issued in writing through the communication channels authorized by THE BANK for this purpose, along with the proper supporting documentation for the instruction, or by instructions issued by duly constituted authorities. These orders will remain in effect as long as they are recorded in writing and state the reasons for the suspension. THE BANK will take appropriate action as of the date on which notification is actually given to THE BANK. **Notwithstanding the foregoing, if said payment is made in error or inadvertently, THE BANK will not be liable.** Non-payment orders will result in a charge to the checking account for operating costs. In the case of stop-payment orders, the Client agrees to indemnify the Bank for any damages or losses that the Bank or any third party may suffer due to compliance with said order. In any case, the Client releases the Bank from all liability should the Bank pay or certify the revoked check due to an omission, error, or inadvertent oversight.
- 7.- Rejection of check payments. THE CUSTOMER authorizes THE BANK to reject any check or payment order issued by THE CUSTOMER if, in THE BANK's judgment, said document is incomplete or defective, or if it believes it has been forged or altered. THE CUSTOMER releases THE BANK from all liability for those checks or payment orders handled by THE BANK, in the event that they are falsified or altered (provided that such forgery is not obvious, that is, that special knowledge is required to realize this fact) or stolen, or robbed (provided that such theft has not been promptly notified to THE BANK) and assumes liability for the same causes when it comes to checks and payment orders endorsed to THE BANK by THE CUSTOMER. In addition to the foregoing, THE BANK may, at its sole discretion, refuse to pay checks or reject payment thereof in any of the following cases: a) if THE CLIENT's account does not have sufficient funds, b) if THE CLIENT does not have an account with THE BANK, c) if THE CLIENT's account is closed, d) if the check was drawn against checks receivable, e) if the check has a current stop payment or non-payment order, f) if the check shows apparent signs of forgery, alteration, erasures or strikethroughs, visible to the naked eye, g) if the check does not have the corresponding endorsement or is incorrectly endorsed, h) if the amount in numbers and letters differ from each other i) if the check has been incorrectly drawn, j) if the check is not duly signed by THE CLIENT or the person authorized to sign according to THE BANK's records, k) if the check is undated, l) if the signature of THE CLIENT or the authorized person is incorrect or does not match the one registered with THE BANK, m) if the check is presented after the death of THE CLIENT or the persons authorized to sign the account, if such fact is known by THE BANK, n) if the check is postdated, o) checks drawn ninety (90) days or more prior to presentation for payment p) if the check has erasures or strikethroughs q) if the check is postdated, o) ch
- 8.- Check Certification. THE BANK only certifies checks in accordance with THE CLIENT'S express request, using the forms that THE BANK maintains at THE CLIENT'S disposal for such purposes. THE BANK may, at its sole discretion, accept THE CLIENT'S request if it is made by email or letter addressed to THE BANK. Once a check has been certified in accordance with the instructions received from THE CLIENT, THE CLIENT may not issue instructions to THE BANK related to the suspension of payment thereof, unless said instructions come from both THE CLIENT and the check payee, with an express indication of the reasons for its suspension. Notwithstanding the foregoing, THE BANK may, at its sole discretion, decide whether or not to comply with the order to suspend the certified check. THE BANK is authorized to charge a commission for operating costs related to the order to suspend a certified check.
- 9.- Care of the Checkbook and Liability for Losses. The checkbook, each of the checks contained therein, the checkbook, and any other document forming part thereof, must be kept with special care, and THE CUSTOMER shall be SOLELY responsible for their safekeeping and preservation. In the event that the checkbook, any of its checks, the checkbook, or any other document forming part thereof is lost, stolen, altered, misused, falsified, or presents any irregularity, THE CUSTOMER must immediately notify THE BANK of such circumstance in writing or through the communication channels enabled by THE BANK and recorded in THE BANK's records as the communication channel chosen by THE CUSTOMER. In any case, THE CUSTOMER shall be responsible for any damage or loss suffered due to or as a result of such irregularities. In the event that the notification has not been made in writing, THE CLIENT undertakes to confirm it in writing within the following twenty-four (24) hours. Once reported, THE CLIENT's liability will only cease when THE BANK could reasonably and in accordance with the pertinent banking procedures, prevent payment of the checks, and only in the event that they have not been paid at the time of notification. In the event that the notification referred to in this clause is not made, THE CLIENT's liability will be unlimited in terms of time and he will be responsible for the checks drawn against his account and paid by THE BANK. The checkbook and its checks may not be reused by THE CUSTOMER, even if they are recovered. Likewise, any checks that have become unusable must be destroyed by THE CUSTOMER to prevent their misuse. At the BANK's request, the checks must be returned to the bank, and upon termination of business relations, they must be delivered immediately, without further request, to the cashier.

In the event of any of the irregularities described above in this section, THE CLIENT shall be obliged to file complaints regarding the case with the competent investigative or instructional authorities as soon as he or she becomes aware of them.

- 10.- Cashed Checks: THE CLIENT authorizes THE BANK to keep in its custody the checks issued by it and paid by THE BANK against the funds available in THE CLIENT'S account. However, if THE CLIENT so requests, THE BANK must, within ten (10) business days after the statement cut-off date for the month in which the check was cleared, deliver to THE CLIENT the original paid checks in its custody. THE BANK may destroy all paid checks it has in its custody if, after five (5) years from the date of collection, they have not been withdrawn by THE CLIENT.
- 11. Cash Withdrawals: THE CUSTOMER may make withdrawals from his or her checking account at THE BANK using the slips designated for this purpose or by means of checks drawn on the checking account, which must be signed by THE CUSTOMER. The CUSTOMER's signature on the slip must match or be identical to the one recorded on the signature card for the checking account held at THE BANK. It must also be identical to the one stamped by THE CUSTOMER on his or her personal identification card or passport if he or she is a foreigner.

## C. DEBIT CARD

The CUSTOMER may request a Debit Card service from THE BANK to access, manage, and use their savings or checking account through ATMs within the Bank's affiliated networks. Use of this service will be governed by the terms and conditions detailed below:

- 1.- Use of the Debit Card. The use of the Debit Card, as well as the use of the ATMs, will be limited to the account that THE CUSTOMER has designated in the service request and its availability and sufficiency of funds, and is governed by these terms and regulations.
- 2.- Withdrawal debit. The Bank will debit the designated account for cash withdrawals or transfers, transactions, and payments made using the Debit Card.
- 3.- The Password. THE BANK will provide a security number (hereinafter the "Password") that must be used in combination with the Debit Card to access the designated account through the ATMs. THE CUSTOMER will maintain the password in strict confidentiality and agrees to follow THE BANK's suggestions, instructions, and security guidelines regarding the use and handling of the Debit Card in order to prevent its misuse.
- 4.- Transactions carried out with the Debit Card. Any transaction carried out at ATMs using the Debit Card is deemed to have been carried out by THE CUSTOMER or authorized by them. Consequently, THE CUSTOMER shall be solely responsible for all transactions arising from such transactions until THE CUSTOMER has notified THE BANK in writing of the loss, misplacement, or misuse of the Debit Card or PIN, and THE BANK has acknowledged receipt of such notification in writing. If the CUSTOMER forgets the PIN, the CUSTOMER must promptly notify THE BANK.
- 5.- Withdrawal Limits. THE BANK will set limits as it sees fit regarding the amount of transactions carried out through ATMs. Any limit set by THE BANK regarding cash withdrawals is subject to the availability of funds in the designated account.
- 6.- Ownership of the Debit Card. The Debit Card is non-transferable and the property of THE BANK, and it may be withdrawn, canceled, or retained by THE BANK at any time and without prior notice.
- 7.- Additional Cards. If the designated account has more than one holder, THE BANK may issue a Debit Card to each of them. In such case, each CARDHOLDER shall be jointly and severally liable to THE BANK for any obligations arising from the use of the respective Debit Card in relation to the designated Account. It is understood that the reference in this agreement to "THE CUSTOMER" shall be understood as a reference to each of them.
- 8.- Fees. THE BANK may establish fees from time to time for the use of ATMs.
- 9.- Responsibility of the parties. THE BANK shall not be liable under any circumstances for deficiencies due to a power outage, damage, vandalism, mechanical failure, or force majeure at any of the ATMs. THE CUSTOMER or CARDHOLDER shall be jointly liable to THE BANK for any overdraft resulting from the use of the Debit Card and accepts as final, definitive, and enforceable THE BANK's settlement of the amount owed, and furthermore undertakes to pay THE BANK all charges (including interest and judicial or extrajudicial collection costs) resulting from the overdraft. Likewise, THE CLIENT authorizes and empowers THE BANK to offset or apply the payment of the overdraft or the amount obtained in excess of the balance of funds available in the respective designated account to any funds that THE BANK has or may have in the future to the credit of THE CLIENT that are otherwise in the possession of THE BANK by reason of deposit or for any other reason.
- 10.- Correct Balance. For all legal purposes, including the issuance of execution, THE CUSTOMER or CARDHOLDER accepts as correct the amounts indicated in the Audit lists, books or other records of THE BANK regarding the use of the Debit Card and that the certificate issued by THE BANK, in relation to the debit balance, if applicable, will provide executive merit, corresponding to THE CUSTOMER or CARDHOLDER, without presentation of evidence to the contrary. Likewise, THE CUSTOMER or CARDHOLDER declares that he/she waives the domicile and the procedures of the trial in case THE BANK has to resort to the courts to enforce its rights.
- 11. Termination of the Contract. In the event that THE CUSTOMER or THE BANK terminates this contract or the account is closed for any reason, THE CUSTOMER must return the Debit Card used to manage this account to THE BANK. Any event or situation that occurs after the account is closed and causes damages to THE BANK will be the responsibility of THE CUSTOMER, who must compensate THE BANK for the amount of the damages caused.

#### D. TERMS AND CONDITIONS FOR THE USE AND MANAGEMENT OF THE ONLINE BANKING OR MOBILE BANKING SYSTEM.

- 1.- Services offered. THE BANK offers THE CUSTOMER, who signs the corresponding PRODUCT ACTIVATION FORM, and who is approved and/or accepted by THE BANK, access to banking products and the provision of services through electronic means or channels, by means of the online banking service or mobile banking, through which THE CUSTOMER can make inquiries and carry out banking transactions by accessing the website. <a href="www.prival.com">www.prival.com</a> or through the app. This online or mobile banking system allows THE CUSTOMER to access a computerized system via the Internet (www.prival.com) or through the app to conduct transactions, including:
- (a) Consult information about our different products and services, check balances of your account (s), credit card(s), loan(s), line(s) of credit, consult transactions for the period allowed by the system at the time the inquiry is made, and about any other product that may be included in the future.
- (b) Check the movements of your account (s) by day or by date range, for the period allowed by the system.
- (c) Make general payments, including debiting accounts and any other services that may be included in the future. (d) Make transfers between THE CLIENT's related accounts. (e) Make transfers to third parties within THE BANK and outside of it, to other financial institutions.
- (f) Establish conditions for making recurring payments or transfers.
- (g) Receive notifications from THE BANK that may be related to banking services and products, promotional material or advertising, news and events, as well as those related to communications that THE BANK makes, security guides and recommendations, requests for information or data updates, among others related to banking services and those offered by its subsidiaries or affiliated companies.
- (h) Engage in communications with THE BANK through online banking and mobile banking.
- (i) Any other additional service that this system allows in the future and that THE BANK enables.

- 2.- Access code. To enter the system through online banking or mobile banking, THE BANK will send THE CLIENT an email through which it will send the user the instructions and security guides so that THE CLIENT can access the online banking or mobile banking system. THE CLIENT agrees to maintain the confidentiality of his/her username, PIN, secret code or any other data that may give access to the online banking or mobile banking systems and to follow THE BANK's recommendations and instructions, as well as the security guides regarding their use and management, in order to avoid misuse of the systems. THE CLIENT accepts that THE BANK may capture THE CLIENT's biometric data by security measures for access to the online banking and/or mobile banking system.
- 3.- Responsibility of the Parties. THE BANK shall not be liable for any loss or damage caused by the negligent, fraudulent, or unauthorized use of the online and/or mobile banking systems, since any instruction or transaction executed through the online and/or mobile banking systems shall be deemed to have been made by THE CUSTOMER. Consequently, from the moment THE CUSTOMER becomes aware that his/her PIN or username has been misused, he/she must notify THE BANK of this situation in writing through his/her account officer, so that the appropriate measures can be taken, releasing THE BANK from all liability for damages caused to THE CUSTOMER, THE BANK or third parties. In the event that THE CUSTOMER forgets his/her PIN, he/she must go to THE BANK and contact his/her Account Officer, so that the corresponding mechanisms can be established so that THE CUSTOMER can log in again to the online banking and/or mobile banking systems.
- 4.- Service time and payment processing. This service will be offered twenty-four (24) hours a day, unless THE BANK decides to change this schedule in the future, in which case it will make the corresponding notifications through any mass media. In relation to instructions between accounts and/or payments to loans, lines of credit, credit cards, or to third parties, by debiting THE CLIENT's account(s) through prival.com or through mobile banking, they will be processed within the period that THE BANK establishes from time to time in accordance with current regulations and customs of the local market. P Any transfer instruction received outside of the hours established by THE BANK or on a holiday will be processed the following business day, except in the case of recurring payments, through prival.com or through mobile banking, that fall on holidays or non-working days, in which case said payments will be made on the last business day before the date established for the recurring payment. THE BANK is not responsible for, nor does it guarantee that the payment can be processed, transferred, and/or sent before the corresponding due date, if THE CLIENT does not request said payment within the established schedule. Likewise, if THE CLIENT wishes to temporarily suspend a recurring payment order through prival.com or through mobile banking, he/she must suspend the payment in the system one (1) business day in advance of the effective date on which the transfer must be made, suspending the rest of the scheduled transfers. If, after suspending recurring payments, THE CLIENT wishes to have subsequent payments processed, he/she must re-enable the recurring payment instruction in the system through prival.com or through mobile banking. If, on the other hand, THE CLIENT wishes to permanently cancel a recurring payment, THE CLIENT must delete said instruction. THE BANK is released from all liability for any inconvenience or harm that may be caused to either THE CLIENT or the third party (account holder) arising from the exec
- 5.- Account Debits. THE BANK is authorized by THE CUSTOMER to electronically debit the corresponding charges and expenses incurred in executing the instructions received from the respective account, and THE CUSTOMER undertakes to maintain sufficient funds. If there are insufficient funds, THE BANK will not process THE CUSTOMER'S instructions, and THE BANK is released from all liability for any damages that THE CUSTOMER may suffer due to its inability to fulfill the instructions for this reason. In the event that THE BANK must make charges for the execution of THE CLIENT'S instructions, THE BANK may make said charges to the account or product even if it does not have sufficient funds. Likewise, THE CLIENT authorizes THE BANK that, in the event that there are not sufficient funds in the account or product to execute the instruction and at the same time make the charges for expenses and commissions, THE BANK is authorized to deduct the corresponding charges and commissions from the amount of the instruction. THE BANK is released from all liability for any inconvenience or damage that may be caused to either THE CLIENT or a third party.
- **6.- Service Suspension.** THE BANK may suspend the online banking and/or mobile banking system, partially or totally, due to technical service issues, power outages, technical problems, or, in general, due to any unforeseen event or force majeure, including, but not limited to, system malfunctions or failures resulting from communication problems that affect the presentation of information. <u>In any of these cases, THE CLIENT must notify THE BANK of any anomaly in the management of the systems, once it becomes aware of them, so that the measures that the case merits can be taken, with THE BANK being released from all liability for any damages or losses caused to both THE CLIENT and third parties, unless they have been caused by THE BANK due to gross negligence, acts of bad faith or proven fraudulent acts.</u>
- 7.- Communications with THE BANK. If THE CUSTOMER needs to contact THE BANK for assistance with systems management, they may call their account officer during business hours.
- 8.- Applicability of the system. The use of these systems is only applicable to:
- a) Accounts of natural persons with a SINGLE holder.
- b) Accounts of natural persons with several holders under the "O" modality.
- c) Credit cards whose holders are natural persons, whether primary or additional.
- d) Accounts of legal entities through the person authorized to draw on the corresponding account.
- e) Accounts held by natural persons "Y" and accounts held by legal entities when two or more persons "Y" are authorized to draw on the account. However, the use of online banking and/or mobile banking systems is limited to the services described in paragraphs a), b), g) and h) of the first clause of this section until THE BANK enables the other services indicated in the same clause in the future.

Notwithstanding the foregoing, THE BANK may expand the services provided through online banking and/or mobile banking systems or allow transactions to be carried out by LEGAL ENTITIES other than those described in this clause, for which the conditions established in this contract and those that THE BANK decides to implement from time to time will apply.

9.- Fees. THE BANK may establish membership and transaction fees in the future, and THE CUSTOMER shall be free to assume such fees, as well as any fees for transactions currently in force with THE BANK. THE BANK is authorized to debit its account(s) for such fees. If THE CUSTOMER does not agree with these fees, they may terminate the contract by following the procedure established for such purpose.

## E. FIXED-TERM DEPOSIT ACCOUNT

On the date the respective Product Activation Form is processed, the Bank will open a fixed-term deposit in the name of the Client, according to the method chosen by the client, under the terms and conditions described therein.

- 1.- Fixed-Term Account Types: THE CUSTOMER accepts and acknowledges that the following clauses apply to any type of Fixed-Term Account that THE BANK decides to implement. The specific conditions for each type of fixed-term account will be specified in THE CERTIFICATE that THE BANK will deliver to THE CUSTOMER. THE BANK reserves the right at all times to offer one or more products and types of Term Deposits, in any of the modalities that THE BANK offers at any given time.
- 2.- Term. The term of the fixed-term deposit will be as indicated in THE CERTIFICATE. THE CLIENT agrees to maintain the Fixed-Term Deposit for the entire agreed term, as well as during its renewal(s), if applicable. Consequently, the Fixed-Term Deposit may not be withdrawn, either in whole or in part, before the expiration of the agreed term or its renewal(s), which will be calculated from the Value Date contained in THE CERTIFICATE and in accordance with the instructions that THE BANK has received from THE CLIENT.

It is agreed that on the initial maturity date and on each successive maturity date, the account will be automatically renewed for an equal period, applying in this case that THE CLIENT has issued automatic renewal instructions since its creation, the interest rate that THE BANK has in effect for this type of deposit on the maturity date unless (a) THE BANK receives written notice to the contrary from THE CLIENT at least three (3) business days prior to any maturity date or (b) THE BANK has sent THE CLIENT written notice that THE BANK has decided to terminate this account on the next maturity date. The same conditions mentioned above will apply to each subsequent maturity. Renewals will be made for periods equal to the agreed upon within a term of no more than five (5) years. After a period of five (5) years has elapsed without THE BANK having heard from THE CLIENT, THE BANK will cancel the deposit at the last renewal and notify the Superintendency of Banks so that the sums may be transferred to the National Treasury. THE CLIENT releases THE BANK from liability and from any damages that may be caused by this measure. In the event that the term of the Fixed Term Deposit is renewed, one or more times, for any reason, it will continue to be governed by the provisions of this contract, or, with each renewal, THE BANK will limit itself to issuing a new CERTIFICATE. This new CERTIFICATE will successively replace the previous one and must be withdrawn by THE CLIENT with each renewal; if not, THE BANK will keep it in custody until it is claimed, provided that it does not exceed the term of five (5) years indicated above. The fact that THE CLIENT keeps THE CERTIFICATE in his possession that has already expired will not entitle THE CLIENT to claim on his own the sums represented therein, since it is agreed that THE CLIENT must make his claim with THE CERTIFICATE that is in force on the date of the claim.

**3.- Increase of the original amount.** In local fixed-term deposit accounts, the amount to be agreed upon may not be less than TEN THOUSAND BALBOAS (B/.10,000.00), for a term of no less than thirty (30) days, and may not be withdrawn, decreased, or increased before the expiration of the agreed term, except as provided in the laws and regulations that govern it and in accordance with the policies and procedures established by THE BANK in the development of the same.

In the event of the death of the holder of local fixed-term deposits, regardless of their nature, the designated beneficiaries will be subject to the clauses established in the fixed-term deposit contract signed by the holder and the rules established in this Agreement. This means that they may not withdraw, decrease, or increase the amount before the expiration of the agreed term. If the holder has not designated beneficiaries, the heirs declared by court order will be subject to the same provisions.

Local Fixed Term Deposits may be increased before their maturity date by agreement between the parties, only when the agreed term is equal to or greater than one (1) year, through the capitalization of interest or new contributions to the original sum, for which it may be requested by THE CLIENT and authorized or accepted by THE BANK in writing.

- **4.- Payment and calculation of interest.** The payment of interest, the date of payment, the method of calculating interest, and the interest rate will be determined in THE CERTIFICATE or any other document that THE BANK provides to THE CUSTOMER for these purposes, and will depend on the type of fixed-term deposit account agreed upon by THE CUSTOMER.
- **5.-Compensation.** THE CLIENT declares that THE BANK is irrevocably authorized, at its discretion and at any time, even before the maturity of the Fixed Term Deposit, to deduct and apply the deducted amount to the payment or reduction of any sums that THE CLIENT owes or may owe in the future to THE BANK for any reason, whether as principal debtor or guarantor, even before the maturity of the obligation(s) in question, with or without notice to THE CLIENT and up to the total amount of the sums owed, since THE CLIENT's various positions will be considered as one, it being understood that creditor accounts guarantee debtor accounts. In the event of a decrease in the minimum amount established to maintain the status of the Term Deposit product, THE CLIENT expressly authorizes THE Bank to establish the status of a regular deposit.
- **6.- Prohibition of assignment.** THE CLIENT agrees not to assign, transfer, pledge, or in any other way transfer or encumber the funds, interests, securities, and/or rights held by THE CLIENT with respect to the Fixed-Term Deposit without the prior written consent of THE BANK. Consequently, and in the absence of such consent, THE BANK shall not be obligated to recognize any person other than THE CLIENT as the owner of the funds, interests, securities, and/or rights with respect to the Fixed-Term Deposit. Once THE Bank has given its consent to carry out the assignment, THE CLIENT agrees to comply with the procedure established for such purposes.
- 7.- Loss of THE CERTIFICATE. In the event of loss of THE CERTIFICATE, THE CUSTOMER must inform THE BANK in writing. THE BANK may issue a duplicate, upon signing a commitment by THE CUSTOMER to respond for any damages that THE BANK may suffer due to this fact and upon acceptance of the expenses incurred in obtaining it.
- 8.- Delivery of THE CERTIFICATE. THE CUSTOMER must indicate the means by which they wish to receive THE CERTIFICATE, either by email or physical delivery. If THE CUSTOMER does not wish to receive THE CERTIFICATE by any of the above methods, they must confirm this to THE BANK.

#### E.1 INDEXED FIXED-TERM DEPOSIT OR FIXED-TERM DEPOSIT WITH VARIABLE INTEREST

On the date the respective Product Activation Form is processed, the Bank will open an indexed fixed-term deposit or a variable-interest fixed-term deposit in the name of the Client, in accordance with the terms and conditions described therein.

- 1.- No Increase in the original amount. In local indexed fixed-term deposit accounts or variable-interest fixed-term deposits, the amount to be agreed upon may not be less than TEN THOUSAND BALBOAS (B/.10,000.00), for a term of no less than thirty (30) days; said amount may not be withdrawn, decreased, or increased before the expiration of the agreed term.
- 2.- Interest Rate. The rate will have the characteristics of a variable interest rate indexed to a reference rate or underlying instrument, as determined by THE BANK. The interest payment, the interest payment date, the method of interest calculation, and the interest rate will be determined in THE CERTIFICATE or any other document that THE BANK provides to THE CLIENT for these purposes, and will depend on the reference rate or underlying instrument agreed upon with THE CLIENT.
- **3.-** Additional Terms and Conditions: THE CLIENT declares and accepts that all terms and conditions contained in section 3-FIXED TERM DEPOSIT ACCOUNT, of this Single Banking Services Agreement, which do not refer to the non-increase of the original amount or the interest rate stipulated in this subsection E-1, are applicable to indexed fixed-term deposits or fixed-term deposits with variable interest.

#### F. SAFE BOX LEASE AGREEMENT

The Bank will lease to THE CUSTOMER, starting on the date the respective Product Activation Form is processed, a safe deposit box, in accordance with the terms and conditions described therein, as well as in this section regarding the special conditions. THE BANK will charge, starting from the effective date of the SAFE DEPOSIT BOX leasing service, a monthly sum for rent plus the current Goods and Services Transfer Tax (ITBMS). THE BANK, at its sole discretion, may increase or reduce the aforementioned monthly cost and for such purposes the customer will be notified of the change in cost.

- 1.- Interpretation of capitalized terms. For the purposes of this section only, the CUSTOMER shall be deemed to act as lessee and THE BANK as lessor.
- 2.- Access to the SAFE DEPOSIT BOX. THE BANK shall exercise due diligence to prevent the leased SAFE DEPOSIT BOX from being opened by any person other than THE CUSTOMER, the lessee, their representative, or legal successor. Beyond this, THE BANK is only obligated to provide use of THE SAFE DEPOSIT BOX and allow access to it, unless it is impossible to facilitate use or access due to unforeseeable circumstances or force majeure. Only THE CUSTOMER, the lessee, or the persons listed as the holders of the SAFE DEPOSIT BOX may have access to THE SAFE DEPOSIT BOX. THE BANK'S responsibility is limited to verifying the identity of the designated person when they appear to open THE SAFE DEPOSIT BOX. Access to THE BANK for use of THE SAFE DEPOSIT BOX is limited to the days, hours, and rules set by THE BANK. THE BANK may, at its sole discretion, move the SAFE DEPOSIT BOX and its contents to another location when THE BANK deems it appropriate for necessary reasons.

THE CUSTOMER accepts and acknowledges that THE BANK will only be liable for the loss of the contents of the Safety Deposit Box provided that said loss originates from the gross negligence or proven fraud of THE BANK, therefore THE CUSTOMER exonerates THE BANK from liability for the loss, theft or robbery or vandalism of the goods found in the safety deposit boxes, provided that said loss arises from any act or circumstance originating in an act of God or force majeure, as well as acts or circumstances generated by third parties that violate THE BANK's security procedures and policies.

- 3.- SAFE BOX keys. THE CLIENT tenant is obliged to keep and return upon termination of this contract, the two (2) SAFE BOX keys that are given to him/her and in case of loss or non-return of the same, he/she will be responsible to THE BANK for the expenses that it must incur as a result, such as changing locks, acquiring keys for the new lock and opening THE SAFE BOX. In case of loss of key, it must be communicated immediately to THE BANK, in which case THE CLIENT will be responsible for the expenses generated by said loss.
- 4.- Lease by several people. If THE SAFE is leased to several people, it may be deemed to be leased jointly by all of them, in which case the provisions set forth in this clause under letter A) shall apply to the contract, or it may be leased jointly by them, in which case the provisions set forth below under letter B) shall apply to the contract.
- A.- Joint Lease: If the contract is entered into as joint tenants, or JOINT CUSTOMERS, it is agreed that THE tenant CUSTOMERS may not open THE leased SAFE DEPOSIT BOX except through the concurrence of all of them, by themselves, or duly represented by a person with ample and sufficient power, who at THE BANK'S request may request that it be registered in the Public Registry of Panama in order to ensure its validity, or be registered in the homonymous Public Registry of Panama, depending on the country of origin of the power and be duly apostilled in this case, or. These same requirements will be observed to terminate this contract and extract the objects deposited in THE SAFE DEPOSIT BOX at its termination.
- **B.- Joint Lease:** If the contract is entered into as joint tenants, or JOINT CUSTOMERS, by the undersigned, it is agreed that any of them, without prior authorization from the others, may open personally or through a duly authorized person or with ample and sufficient power, who at THE BANK's request may request that it be registered in the Public Registry of Panama in order to ensure its validity or be registered in the homonymous Public Registry of Panama, depending on the country of origin of the power and be duly apostilled in this case, THE leased SAFE DEPOSIT BOX and that likewise any of them may terminate this contract by themselves and on behalf of the others, without the need for express authorization to do so and may in any case remove the deposited objects without THE BANK incurring in any case any liability for the acts carried out by any of THE tenant CUSTOMERS without permission, authorization or knowledge of the others. If there are several Tenants, if by virtue of a judicial procedure, all or part of the Goods deposited in THE SAFE DEPOSIT BOX are seized, or if by claim against any of the Tenants the BANK is prohibited from allowing access to the SAFE DEPOSIT BOX, the BANK may deny the other tenants access to THE SAFE DEPOSIT BOX.
- 5.- Use of the SAFE DEPOSIT BOX. THE CLIENT/TENANT may store in the SAFE DEPOSIT BOX any objects or movable property he/she deems appropriate, provided that they do not cause, or are capable of causing, damage to the box, or that they are hazardous substances, or that they may give rise to unpleasant odors or emanations harmful to health, or that they refer to objects of illicit trade. In the event that there is suspicion that the SAFE DEPOSIT BOX contains prohibited objects, THE BANK may require the tenant to immediately vacate the SAFE DEPOSIT BOX or itself immediately proceed to force the opening of the SAFE DEPOSIT BOX. Any damage that may be caused to THE BANK due to the improper use of the SAFE DEPOSIT BOX if there are several tenant CLIENTS,

the liability for the damage caused or for any other legal liability caused by the improper use of the SAFE DEPOSIT BOX will be joint and several, whether it arises from the breach of one, several or all of the tenant CLIENTS, and whether it is a joint or several lease.

- 6.- Death of THE CLIENT tenant. When several CLIENTS are joint tenants of THE SAFE DEPOSIT BOX, THE BANK reserves the right, in the event of the death of any of them, to not allow the others to open THE SAFE DEPOSIT BOX until the right of any person or persons to the valuables or objects deposited in THE SAFE DEPOSIT BOX has been declared. However, THE BANK will not incur any liability to the heirs or successors of the deceased in the case of a so-called "joint and several" lease, since THE BANK will open THE leased SAFE DEPOSIT BOX at the request of any of the other joint and several owners and, like THE BANK, will be exonerated from any liability should any of the joint tenants remove the objects deposited therein.
- 7.- Breach of contract. If there are several tenant CLIENTS, liability for breach of contract or any other legal liability related to it shall be joint and several, whether arising from the breach by one, several, or all tenant CLIENTS, and whether the lease is joint or several. In general, all obligations assumed or liabilities incurred by tenant CLIENTS under this contract shall be considered joint and several.
- 8.- Access to the BOX in case of dispute. In case of dispute, litigation or discussion between the BOX tenant CUSTOMERS, when there are several of them, or in case of action by third parties against any, several or all of the BOX tenant CUSTOMERS, THE BANK may deny access to it to all tenant CLIENTS or terminate the Lease Agreement without liability and proceed to the opening and judicial deposit of its contents in the manner provided below.
- 9.- Assignment by THE CUSTOMER. This contract may not be assigned or transferred by THE CUSTOMER, the lessee, nor may the lessee sublease THE SAFE DEPOSIT BOX to another person.
- 10.- Term. The lease will be for a term of one (1) year counted from the effective date on which THE BANK effectively processes the respective Product Activation Form and places the SAFE DEPOSIT BOX for lease to THE CLIENT, as the case may be. If THE CLIENT the lessee does not appear within ten (10) days following the due date to return the keys to THE leased BOX, THE BANK may, if it deems it appropriate, automatically extend the lease. This automatic extension will take place in each of the successive years and up to a maximum term of five (5) years in the event that THE BANK does not keep a record of visits or confirmation of renewal of the SAFE DEPOSIT BOX service by THE CLIENT in a period of five (5) years. THE CLIENT may terminate the SAFE DEPOSIT BOX leasing service, with prior written notice to THE BANK, in accordance with the terms and conditions applicable to the SAFE DEPOSIT BOX leasing type. In such case, THE CLIENT must pay THE BANK any sums that are pending payment, whether for leasing, ITBMS, expenses for replacement or opening of the SAFE DEPOSIT BOX, among others.

Notwithstanding the foregoing, THE BANK reserves the right to terminate this agreement at any time before its expiration, returning to THE CLIENT the proportional portion of the lease price derived from the annual rent paid in advance. It is understood that the monthly rent will be specified in the Product Activation Form.

- 11.- Inactive assets. Upon expiration of the term described above in numeral 10 above of this section and if THE BANK decides not to extend it, or if THE BANK decides to terminate it early, or if five (5) consecutive years of renewal of the SAFE DEPOSIT BOX lease term pass without THE BANK having been able to locate THE CLIENT according to the channels or means of communication registered in its files, THE BANK will consider that THE SAFE DEPOSIT BOX is inactive and may open THE SAFE DEPOSIT BOX at THE CLIENT'S expense in accordance with the procedures established for these purposes by the Superintendency of Banks, and the procedures that THE BANK establishes from time to time. The subsequent sale and liquidation of the assets will be carried out in accordance with the procedures established by the Superintendency of Banks itself. This will also apply in the event that the contract has been automatically extended for five (5) consecutive years, without THE BANK having been able to locate THE CLIENT during those five (5) years. The term to determine inactivity will begin to count from the date of signing the Product Activation Form and/or the leasing of the SAFE DEPOSIT BOX I, as applicable, or from the date of the last contact with THE CLIENT, whichever occurred last. The assets will be treated in accordance with the provisions of this contract and Agreement No. 5-2009 of the Superintendency of Banks of Panama and its modifications, if any.
- 12.- Outstanding Payments. THE BANK shall have a right of retention over all items deposited in THE SAFE DEPOSIT BOX, provided that the rent for this lease is owed to it or any expenses incurred by THE BANK due to THE CUSTOMER as the lessee. THE BANK shall have the same right of retention as long as it is not compensated for any damage or loss caused by THE CUSTOMER's breach of this contract.

## H. CONTRACT FOR THE ISSUE AND USE OF CREDIT CARDS.

The CUSTOMER may request a Credit Card service from THE BANK by completing the Credit Card Application. Use of this service will be governed by the terms and conditions detailed below.

## **GENERAL CLAUSES APPLICABLE TO CREDIT CARDS**

- 1.- Purpose of the CREDIT CARD. Pursuant to this agreement, THE BANK issues and delivers a CREDIT CARD to the CARDHOLDER when THE CUSTOMER has requested it from THE BANK using the respective Product Activation Form and THE BANK has accepted said request, so that the CUSTOMER:
- a) Upon presentation of said CREDIT CARD and verification of ownership, purchase local and/or international goods and/or services from those natural or legal persons who permit the use of the CREDIT CARD.
- b) Obtain cash advances by presenting THE CREDIT CARD or by using ATMs or at the cashier or counter in local or foreign banks.
- The use of THE CREDIT CARD for any purpose other than those indicated will result in THE BANK terminating this contract and demanding the return of THE CREDIT CARD, without any liability to the CARDHOLDER
- The CARDHOLDER accepts that technical advances in the use of credit cards may have different modalities than the conventional ones, which will not declare this contract extinguished or diminished.
- 2.- Affiliated merchants. THE BANK undertakes to pay for purchases of goods or services made by the CARDHOLDER using THE CREDIT CARD from those individuals or commercial establishments that are part of THE CREDIT CARD's international system, provided that the terms and conditions set forth in this contract have been complied with. In this regard, it shall be understood that the payments made by THE BANK for the use of THE CREDIT CARDS covered by this contract are for the

account of the CARDHOLDER, who shall be obligated to pay said sums to THE BANK in the manner designated in this contract.

- 3.- Property Rights. THE CREDIT CARD is the property of THE BANK and THE BANK may at any time and without specific cause revoke or suspend the right to use said CREDIT CARD, by giving prior notice at least one (I) business day prior to the effective date of revocation or suspension. Once THE CREDIT CARD is revoked, it may not be used and its subsequent use will not cause any liability for THE BANK, who will not pay the amounts caused by said subsequent use. In this case, the CARDHOLDER expressly agrees to cancel, at THE BANK's request, the total amount owed to him/her as of said date and to pay directly to the sellers, without THE BANK's intervention, the amounts of the purchases made using THE CREDIT CARD after the revocation.
- 4.- Payment Method. The CARDHOLDER is obligated to pay the full monthly balances indicated in the account statements, within the period indicated in each monthly account statement issued, without any financing charge, even if THE CUSTOMER indicates that he has lost or misplaced the account statement. However, if THE BANK so permits, and always within the maximum credit limit granted by THE BANK, the CARDHOLDER may finance the balance of his account over thirty-six (36) months, which will be charged on the balance owed as of the date of the account statement. For this purpose, the account statement will indicate the minimum payment amount required during the month in which the statement is issued and the corresponding interest rate indicated by THE BANK for such purposes.

It is understood and agreed by THE PARTIES that THE BANK may vary the agreed interest rate at any time, one or more times, increasing or decreasing the stipulated interest rate up to the maximum allowed by banking entities in the Republic of Panama. In such case, THE BANK will notify the CARDHOLDER accordingly through their account statement, by mail, or any other mass media, with sufficient advance notice, so that the CARDHOLDER is aware of said interest rate variation and can take the measures most appropriate to their interests. Likewise, the minimum percentage to be charged may vary, one or more times, and the CARDHOLDER will be notified from time to time and on the date of the next account statement, by any of the means indicated above.

All payments must be made at any of THE BANK's branches, through cash payments and direct debit from the CARDHOLDER's bank account, by mail, or any other mechanism previously communicated by THE BANK. In the event that THE CREDIT CARD is used in a currency other than the Dollar, the conversion to dollars will operate as determined by any Bank affiliated with the CREDIT CARD operation in the place where it was used, without any claim by the CARDHOLDER. Payments made by the CARDHOLDER will be applied first to interest and service charges and then to the debt or capital thereof.

- **5.- Obligations of the CARDHOLDER.** The CARDHOLDER, as CUSTOMER, assumes personal responsibility for the timely payment of the credits owed on each of the credit cards issued by THE BANK under the account number assigned to him/her, including those of additional cardholders.
- 6.- Miscellaneous Charges / Taxes. THE BANK will charge the following fees, as well as any applicable fees established or listed in THE BANK's price list at any given time:
- a) Annual Fee: The CARDHOLDER will pay an annual membership fee, which will be charged to the credit card and reflected on their account statement, and an annual fee for each additional credit card issued at their request. This charge will be made regardless of whether the credit cards are used by their cardholders or authorized users.
- b) Monthly charge for missed payments: The CARDHOLDER will pay a monthly charge for any minimum payment not received by THE BANK within the date indicated on the account statement.
- c) Monthly charge for CREDIT CARD fraud insurance: The CARDHOLDER will pay a monthly charge as a premium for the CREDIT CARD fraud insurance that THE BANK has contracted. This insurance and its maximum coverage will, in all cases, be subject to the terms and conditions and other stipulations contained in the respective policy. The corresponding charges will appear reflected in the CARDHOLDER's monthly account statements. THE BANK, at the request and expense of the CARDHOLDER, will provide a copy of said policy. In the event that THE CARDHOLDER expresses his intention not to purchase fraud insurance, the CARDHOLDER declares that he will directly assume all charges generated by fraudulent charges to which the card may be exposed.

THE BANK, at its sole discretion, may vary the terms, conditions and other stipulations contained in the respective policy, or suspend or cancel said insurance, which will be communicated by THE BANK to the CARDHOLDER.

- d) Cash advance charge: THE BANK will charge the CARDHOLDER's credit card a cash advance charge.
- e) Tax Charge: THE BANK will charge the account the one (1) % designated to the Special Interest Compensation Fund (FECI), when applicable, or any other tax or rate that may be established in the future, on the balances to be financed.
- f) Replacement charge: In case of re-issuance, loss or misplacement of the CREDIT CARDS or the PIN, THE BANK will have the right to charge a replacement charge for the CREDIT CARDS or the PIN.
- g) Charge for Life Insurance or debt release in case of death of the main CARDHOLDER: an insurance policy must be held in favor of THE BANK, so THE CARDHOLDER will have the option of: a) paying as a premium or charge a debt release insurance contracted by THE BANK, at the request of the CARDHOLDER or, b) endorsing in favor of THE BANK a life insurance policy. The option chosen by the CARDHOLDER will have coverage on the expenses that are reflected in the monthly statement that THE BANK will send to the CARDHOLDER or that are reflected as used at the close of the corresponding day. In the event that the insurance is contracted by THE BANK at the request of the CARDHOLDER, this charge will be made regardless of whether the CARDHOLDER pays the entire previous balance or accepts financing. This insurance is, in all cases, subject to the terms and conditions and other stipulations contained in the respective policy. If the insurance service contracted by THE BANK is chosen, THE BANK will provide a copy of said policy at the cardholder's request and expense.
- h) Overdraft fee: The CARDHOLDER will pay an overdraft fee if he has exceeded his authorized limit.
- i) Statement retention fee: The CARDHOLDER will pay a fee for the retention of account statements at THE BANK branches.
- j) Claim investigation fee that corresponds to the client: THE CARDHOLDER will pay a fee for any claim investigation that corresponds to THE CLIENT.

The amount of the fees described above, as well as the cut-off or closing date, payment date, and credit card limit, will be notified to the cardholder in writing at the time the credit card is opened and will be reflected in the respective account statement. The bank reserves the right to increase or decrease the fees described above, and will notify its cardholders accordingly.

7.- Limitation of Liability. THE BANK is not responsible for the condition, quantity, price, or quality of the goods, merchandise, or services purchased by the CARDHOLDER. Any claim or dispute must be addressed to or resolved exclusively with the seller or affiliated company. Likewise, the failure of the seller or affiliated company to comply will in no way affect THE BANK, which will have the right to collect the respective amounts reflected in the CARDHOLDER's account statement. In the event of a refund or reduction in the price of merchandise or services, the CARDHOLDER's right is limited to requesting a copy of the corresponding

credit note from the seller or affiliated company. If the adjustment does not appear on the next account statement, the CARDHOLDER must file a claim with the selling affiliated company.

- 8.- Validation of purchase receipts. The CARDHOLDER shall be responsible for any invoices in which, even without his or her signature or if it is different, the sales receipt contains the data embossed on THE CREDIT CARD, or the data recorded on the magnetic strip of THE CREDIT CARD, printed using the printer or electronic terminal provided by the affiliated selling company. Similarly, the CARDHOLDER shall be responsible to THE BANK even if the invoice prepared by the selling company to prove the transaction contains illegible data from him or her, from the account, or from the affiliated selling company.
- 9.- Theft or loss. If the credit card has been stolen or lost, the cardholder must immediately notify the bank through the communication channels enabled by the bank for blocking, and must also call their account officer. ... THE CARDHOLDER acknowledges and accepts that if he/she does not notify THE BANK in a timely manner of the theft or loss of his/her CREDIT CARD, or within a maximum period of five (5) calendar days following the event, THE CARDHOLDER will be responsible for all transactions carried out whether or not they are recognized by THE CARDHOLDER and the responsibility that corresponds to THE CARDHOLDER will end on the expiration date of THE CREDIT CARD, provided that said balances have been canceled by THE CARDHOLDER, for which reason THE CARDHOLDER will be responsible for the payment of all sums charged to his/her CREDIT CARD for consumption, whether or not they are recognized by THE CARDHOLDER. The bank may also require the filing of a formal complaint with the competent authority if necessary.
- 10.- CARDHOLDER Responsibility. The CARDHOLDER is responsible for protecting his or her CREDIT CARD and PIN and for not allowing its use by third parties. The CARDHOLDER must always keep the CREDIT CARD and the associated PIN code within his or her reach. The CARDHOLDER will be responsible for and must cover any amount charged to his or her CREDIT CARD due to unauthorized use of the card or PIN, as described in this agreement.
- 11.- Account limit. The CARDHOLDER will have a limit unilaterally set by THE BANK for the use of THE CREDIT CARD based on the credit parameters established by THE BANK for each case. This maximum limit will be applied in conjunction with the additional CREDIT CARDS, such that the total use of these and that of the CARDHOLDER may not exceed said limit. THE BANK is unilaterally authorized to increase or decrease the maximum limit allowed for use of THE CREDIT CARD, it being understood that said maximum limit will be the highest amount of money that the CARDHOLDER may owe to THE BANK. In the event of an increase or decrease in the maximum limit allowed for THE CREDIT CARD, THE BANK will notify the CARDHOLDER with sufficient advance notice so that the CARDHOLDER can take the measures they deem appropriate.
- 12.- Contract Duration. The term of this contract will be (1) year counted from the issuance of THE CREDIT CARD, automatically extendable for equal and consecutive periods or for different periods if THE BANK so deems fit. Likewise, this contract may be terminated by THE BANK at any time by means of only a notification to THE CUSTOMER or CARDHOLDER, in accordance with the terms and conditions established in section 3 of this section.
- 13.- Termination Causes: THE BANK may declare the term overdue and demand full payment of the amount owed by the CARDHOLDER, if any of the following events occur: a) If the CARDHOLDER or any of the persons authorized to use THE CREDIT CARD, is seized, embargoed, is in the process of reorganization or bankruptcy or creditors' meeting or within an investigation process by any national or international authority. b) If THE CREDIT CARD is used by an unauthorized person, other than THE CARDHOLDER c). If THE CARDHOLDER does not pay on time one or more monthly installments according to this contract. d) If THE CARDHOLDER, without the prior approval of THE BANK, exceeds the maximum limit authorized for the use of THE CREDIT CARD. e) If THE CARDHOLDER breaches any of the terms and conditions of this agreement, or any payment arrangement agreed upon with THE BANK. f) If THE CARDHOLDER breaches any of the obligations assumed by this agreement. g) If any of the assets subject to real guarantees granted or to be granted in favor of THE BANK in relation to THE CREDIT CARD are seized, embargoed or in any way pursued. h) If any guarantee granted or to be granted in favor of THE BANK in relation to THE CREDIT CARD suffers depreciation, deterioration or deterioration to such an extent that, in THE BANK's sole judgment, it is insufficient for the purposes for which it was established. i) If THE CARDHOLDER fails to comply with any other obligation that he has contracted or may contract with THE BANK, whether as principal debtor or as guarantor. j) If any substantial adverse change occurs in the business, financial condition or operations of THE CARDHOLDER, or if any circumstance of a financial, political or economic nature, whether national or international, occurs that gives THE BANK reasonable grounds to conclude that THE CARDHOLDER will not be able, or will not be able, to comply with or observe his obligations under the line of credit referred to in this document. k) The death of THE CARDHOLDER will authorize THE BANK to proce
- 14.- Account balance. For all legal purposes, including issuance of execution by THE BANK, the CARDHOLDER accepts as the correct and true balance of this account the one recorded in THE BANK's books according to the declaration made by THE BANK to that effect. Consequently, THE BANK has the authority to designate the net and due balance, and the CARDHOLDER declares that he or she accepts the balance indicated by THE BANK. Therefore, the certification issued by THE BANK regarding the amount of the CUSTOMER balance in this account will be binding.
- 15- Account Statements. THE BANK may make the account statement available to THE Client, either through the online banking or mobile banking portal or by sending it monthly to THE CLIENT at the email address registered in THE BANK's system or records. THE CLIENT will have a period of seven (7) business days from the date of publication of the same in the online banking or mobile banking or from its receipt at the email address registered in THE BANK's system to object to it, in which case once said term has elapsed without THE BANK receiving any objection from THE CLIENT, it will be deemed accepted by THE CLIENT.

## IV. ACCEPTANCE OF THE CONTRACT.

**THE CLIENT** declares that he/she has read and accepts each and every one of the stipulations set forth in this contract, which will govern the management of the savings and current accounts, Debit Card, Online Banking and/or Mobile Banking system, Fixed Term Deposit Accounts, Safe Deposit Box, Occasional bank overdraft in current account and Credit Card, and also declares that the general information of **THE CLIENT** provided to **THE BANK is true**, which served as the basis for the opening of the accounts, provision of the corresponding services and to contract the obligations derived from the products contained in this contract.

Signed today of	of 20		
THE CLIENT	ID or Passport	Signature	
THE CLIENT	ID or Passport	Signature	
THE CLIENT	ID or Passport	Signature	
THE BANK	ID or Passport		