

**BANCRÉDITO INTERNATIONAL BANK & TRUST CORPORATION**  
**ACCOUNT DISCLOSURES APPLICABLE TO NON-PERSONAL DEPOSIT ACCOUNTS**

The following disclosures are applicable to:

<input type="radio"/> Non-Personal Deposit Accounts	<input type="radio"/> Non-Personal Money Market Accounts	<input type="radio"/> Non-Personal Certificates of Deposit
<input type="radio"/> <b>All other related products and services.</b>		

**I. GENERAL DISCLOSURES**

**ACCOUNT OPENING APPLICATION DISCLOSURES**

The Client, you, affirm to having filled out the corresponding Deposit Account Application(s) alongside any other account opening forms required, with true and accurate information. Additionally, you understand that by designating any account Authorized Signatories you will be made responsible for all actions incurred by either as if such actions were instructed or acted upon by you.

**Internet Authorization**

The Client hereby authorizes Bancrédito International Bank & Trust Corporation (“BIBTC” and “we”) to receive access to your account information and/or additional product(s) which are accessible through BIBTC’s webpage. Additionally, Client authorizes BIBTC to grant access to any designated Authorized Signature, if any, to such information.

**Handling of Instructions**

The Client hereby authorizes BIBTC, an international banking entity organized under the laws of the Commonwealth of Puerto Rico, to carry out or execute Client’s instructions sent by phone, fax, letter, e-mail, or other electronic means of communication (“Means of Communication”) used by Client, subject to a written verification by BIBTC. Such instructions include, but are not limited to, payment related instructions, wire-transfers, deposits, and withdrawals from and to Client’s account or in relation with any account Client has with BIBTC, as well as instructions related to any product or service Client receives from BIBTC.

The Client authorizes and instructs BIBTC to respond and act upon any instruction BIBTC receives directly from Client, an Authorized Signatory, as requested by Client, under the following terms and conditions:

- a. BIBTC, its affiliates, its respective executives, directors, employees and/or any other judicial or natural persons related to BIBTC (“Indemnified Parties”) will not be responsible for any error, delay, claim, loss, action, expense, or cost which results from, or holds relation to, the acceptance or execution of a requests or instruction made and/or given by the Client, Client’s Authorized Signatories, attorney-in-fact and/or unauthorized user(s). The Client assumes all responsibility and promises to defend and maintain BIBTC free of responsibility for error, delay, claim, loss, action, expense, or cost; and under no circumstance will BIBTC will be responsible for direct or indirect, special, consequential or punitive damages, unless BIBTC has evidently incurred in malicious conduct. In the case that BIBTC incurs in malicious conduct and it has been determined as such in a final and firm judgement by a court with jurisdiction and competence, BIBTC will only be responsible for the damages that resulted directly from such malicious conduct and in no way will be made responsible for indirect, special, consequential or punitive damages suffered by the Client, Authorized Signatories and/or third parties. The Client promises to indemnify wholly the

Indemnified Parties, for any claim, damage, imposition of responsibility, loss and expense (including but not limited to legal fees and expert fees) which any of them incur in or may incur in, for having had acted in light of Client's request and/or any of its Authorized Signatories, attorney-in-fact and/or unauthorized user through any of the Means of Communication .

- b. BIBTC reserves the right to not act upon any instruction given by Client through any of the Means of Communication if BIBTC, at its sole discretion, understands that such instructions are contrary to the present disclosures and/or are may contrary to applicable law.
- c. The Client promises to inform BIBTC, in writing and immediately, of any change of address, e-mail and/or Authorized Signatories. If such notification of change is not immediately informed, the Client is obliged to keep BIBTC free of responsibility and to completely indemnify the Indemnified Parties, case by case, for any claim, damage, imposition of responsibility, loss, costs and expense (including but not limited to legal fees and expert fees) which any of them incur in or may incur in, for having had acted in light of the requests or ordered instructions based on information which is of BIBTC knowledge, understanding that any modifications in change of address, residence, emails and/or Authorized Signatories will only oblige BIBTC from the moment in which such information is duly notified, in writing, to BIBTC, with acknowledgment of receipt by the pertinent BIBTC officials.

### **Client Certification**

The Client, duly signing the Account Application and all adjacent account opening documentation certifies that:

- They are the person they say they are and that the information they have filled out in all account opening forms and their signature is true and accurate;
- The information provided by them may be verified by BIBTC when deemed necessary by BIBTC;
- They have received a copy of BIBTC Fees Schedule;
- They have reviewed all disclosures included herein;
- They have requested translations of any of the account opening documents and of these Disclosures if they have any trouble understanding its content;
- They have received a copy of their Deposit Account Agreement; and that
- The products and services they have requested to BIBTC are and will be used merely for legal purposes.

### **Authorization to Share Information for Tax Information Exchange Rules:**

Client authorizes BIBTC to receive, process, compile and send information related to the ownership of the contracted, or to be contracted, products and services, the real beneficiaries thereof, shareholder composition, contact information, movement and balances, and any other required information, to local and foreign government bodies in compliance with norms and regulations related to anti-money laundering, financing terrorism and tax evasion prevention, such as Foreign Account Compliance Act ("FATCA") or future similar rules that may be enacted.

## CUSTOMER ID NOTICE

### Important Information about Procedures for Opening a New Account

To help the government fight the funding of terrorism and money laundering activities, financial institutions are required by section 326 of the USA Patriot Act of 2001, as amended (31 U.S.C. 5318), to obtain, verify and record information that identifies each individual or entity that opens an account or requests credit.

When a corporation, partnership, trust or other legal entity opens an account or requests credit, we will ask for the entity's name, physical address, tax identification number and other information that will allow us to identify the entity. We may also ask to see other identifying documents, such as certified articles of incorporation, partnership agreements or a trust instrument.

## PRIVACY POLICY

### FACTS

#### WHAT DOES BANCRÉDITO INTERNATIONAL BANK & TRUST CORPORATION DO WITH YOUR PERSONAL INFORMATION?

#### Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all the information that can be shared. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.

#### What?

The types of personal information we collect and share, depend on the product or service you have with us. This information can include:

- *Social Security Number or other identification and Income*
- *Account balance and transaction history*
- *Payment history and credit history*

When you are no longer our customer, we continue to share your information as described in this notice.

#### How?

All financial companies need to share customers’ personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers’ personal information; the reasons **Bancrédito International Bank & Trust Corporation (“BIBTC”)** chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does BIBTC share?	Can you limit this sharing?
<b>For our everyday business purposes</b> — such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes</b> — to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	No	We don’t share
<b>For our affiliates’ everyday business purposes</b> — information about your transactions and experiences	No	We don’t share
<b>For our affiliates’ everyday business purposes</b> — information about your creditworthiness	No	We don’t share
<b>For our affiliates to market to you</b>	No	We don’t share

<b>For nonaffiliates to market to you</b>	No	We don't share
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<b>Questions?</b>	For further information please call us at 1.787.274.1678 or visit <a href="http://www.bancredito.com">www.bancredito.com</a>
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**Who we are**

<b>Who is providing this notice?</b>	<b>BIBTC and its affiliates</b>
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**What we do**

<b>How does BIBTC protect my personal information?</b>	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
<b>How does BIBTC collect my personal information?</b>	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>• <i>open an account or apply for a loan</i></li> <li>• <i>make deposits or payments</i></li> <li>• <i>use your debit or credit card</i></li> </ul>
<b>Why can't I limit all sharing?</b>	<p>Federal law gives you the right to limit only:</p> <ul style="list-style-type: none"> <li>• <i>sharing for affiliates' everyday business purposes—information about your creditworthiness</i></li> <li>• <i>affiliates from using your information to market to you</i></li> <li>• <i>sharing for nonaffiliates to market to you</i></li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing.</p> <p>See below for more on your right under state law.</p>
<b>What happens when I limit sharing for an account in which I have authorized signatories?</b>	<p>Your choice(s) will apply to everyone on your account - unless you tell us otherwise.</p>

**Definitions**

<b>Affiliates</b>	Companies related by common ownership or control. They can be financial and nonfinancial companies.
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<p><b>Nonaffiliates</b></p>	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>• <i>BIBTC. does not share information with nonaffiliates. As a result, they cannot market to you.</i></li> </ul>
<p><b>Joint marketing</b></p>	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>• <i>BIBTC does not engage in joint marketing</i></li> </ul>

**Other important information**

**State laws**

You may have other privacy protections under applicable state laws. To the extent these state laws apply, we will comply with them when we share information about you.

**California Residents** - Your state law requires financial institutions to obtain your consent prior to sharing information about you with nonaffiliated parties. We do not share information with affiliated or nonaffiliated parties.

**Vermont Residents** - We do not share information we collect about you with nonaffiliated third parties. In addition, we do not share information about your creditworthiness with our affiliates.

**Nevada Residents** - Pursuant to Nevada law, if you prefer not to receive marketing calls from us, you may be placed on our internal Do Not Call list by calling 1-787-274-1678. You may also contact the Bureau of Consumer Protection, Office of the Nevada Attorney General, 100 N. Carson, Carson City, Nevada 89701; phone number: 702-486-3132, <http://ag.nv.gov>.

## II. CHECKING SERVICES DISCLOSURES

### REGULATION CC (AVAILABILITY OF FUNDS AND COLLECTION OF CHECKS)

#### Availability of Funds and Collection of Checks

Regulation CC (12 C.F.R. Part 229), issued by the Board of Governors of the Federal Reserve System, implements the Expedited Funds Availability Act (EFA) in Subparts A through C and Check 21 in Subpart D. Regulation CC requires financial institutions to make certain disclosures regarding the institution's policy as to when funds deposited in an account are available for withdrawal. Depending on the type of deposit, the funds may be available to the depositor the same day, the next business day, or after several days; in most cases, the longest possible delay could be up to seven (7) business days following the day of the deposit. During the delay period (if any), depositors may not withdraw the funds in cash and Bancredito International Bank & Trust, Corporation ("BIBTC") will not use the funds to pay checks issued by the depositor.

BIBTC sets the availability of funds according to the minimum amounts established by Regulation CC. Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit, up to the first \$200 deposited in individual and commercial accounts.

**Reservation of Right to Hold.** In some cases, we will not make all the funds that you deposit by check available to you on the first (1<sup>st</sup>) business day after the day of your deposit. Depending on the type of check that you deposit, funds may be available on the second (2<sup>nd</sup>) business day or no later than seven (7) days after the day of your deposit. The first \$200 of your deposit, however, will be available on the first business day after the day of your deposit. If you need the funds from a deposit right away, you should ask us when the funds will be available.

**Longer Delays may Apply.** We may delay your ability to withdraw funds deposited by check into your account an additional number of days for the following reasons:

- \* You redeposit a check that has been returned unpaid;
- \* You have overdrawn your account repeatedly in the last six (6) months;
- \* We believe a check you deposited will not be paid; and/or
- \* There is an emergency, such as failure of a computer or communication equipment.

**Your Ability to Withdraw Funds at BIBTC.** Our policy is to make funds from your cash and check deposits available to you on the first business day after the day we receive your deposit. Once the funds are available, you can withdraw them by wire transfer and/or we will use them to pay checks that you have written. For determining the availability of your deposits, every day is a business day, except Saturdays, Sundays and holidays. If you make a deposit before closing on a business day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after closing or on a day we are not open, we will consider that the deposit was made on the next business day we are open.

**Holds on other Funds.** If we cash a check for you that is drawn on another financial institution, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another financial institution, we may make funds from the deposit available for withdrawal immediately but delay your availability to withdraw a corresponding amount of funds that you have on



deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in the disclosure for the type of check that you deposited.

**Special Rules for New Accounts.** If you are a new customer, the following special rules will apply during the first thirty (30) days your account is open:

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

Funds from deposits of cash and wire transfers, and a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on or before the ninth (9<sup>th</sup>) business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you.

Funds from deposits of checks drawn on BIBTC will be available on the first (1<sup>st</sup>) business day after the day of your deposit.

Funds from all other check deposits will be available not later than the seventh (7<sup>th</sup>) business day after the day of your deposit.

If you need additional information you may contact us at 1-(787) 274-1678 or email us at [sevicios@bancredito.com](mailto:sevicios@bancredito.com)

## CHECK 21

The Check Clearing for the 21st Century Act, also known as “Check 21”, is a federal law designed to streamline check processing between financial institutions. Check 21 introduces the use of the substitute check, which has the full legal equivalent of an original check. For our clients’ benefit, Bancredito International Bank & Trust Corporation (“BIBTC”), allows the use of substitute checks in compliance with Check 21.

Below please find important information regarding substitute checks.

### **What is a substitute check?**

To make check processing faster, federal law permits banks to replace original checks with substitute checks. These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: “This is a legal copy of your check. You can use it the same way you would use the original check.” You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account.

### **What information should be included in a substitute check?**

In compliance with Check 21, a substitute check must include: (i) accurate images of the front and back of the original paper check; (ii) the routing, transit, check numbers and all endorsements alongside the processing data of the original check; (iii) identification of the bank that created it; and (iii) the following disclosure “This is a legal copy of your original check. It can be used the same way as the original version of the check would be used.” Also, according to specific industry standards, the substitute check must conform to the dimensions, paper stock, and other particulars entailed for processing purposes.

### **What happens with the original check?**

Usually checks are destroyed once the check is scanned. There are no requirements for retention of original checks. However, remember that substitute checks have the same legal validity of original checks for all relevant purposes, including proof of payment.

### **What if there is a loss related to a substitute check?**

If at some point you suffer a loss related to a substitute check and the amount of the substitute check has already been debited from your account, you should contact BIBTC within forty (40) days after consignment by BIBTC of the substitute check or you may send a statement including the debit of the substitute check. This time period may only be extended by presenting proof of extraordinary circumstances.

In a complaint related to a substitute check, you may recover from BIBTC the amount debited to your account and any charges made by BIBTC as a result of such debit to recover your loss.

The amount to be reimbursed by BIBTC shall be equal to your loss or the amount in controversy of the substitute check, whichever is less. In addition, interest will accrue as a result of any loss suffered, if it is in an interest-bearing account. If your loss exceeds the amount of the substitute check, you could use another legal remedy to recover the entire loss.

If your claim proceeds, you may receive a credit of up to Two Thousand Five Hundred Dollars (\$ 2,500.00) plus interest (if it is from an interest-bearing account), within ten (10) days of your claim. The remaining funds will be

credited within forty-five (45) days after receipt of the claim. BIBTC may, subsequent to the terms detailed above, demonstrating the invalidity of the credit made, debit your account for the amount credited.

Your claim must include:

- A detailed description of why you believe you have suffered a loss (for example, you believe that the amount withdrawn from your account was incorrect);
- An estimate of the amount of your alleged loss;
- An explanation of the reason supporting your statement evidencing that the substitute checks you have received were incorrectly charged to your account; and
- A copy of the original or substitute check and / or the following information to help us identify the substitute check: check number, the name of the person who wrote the check, and the check amount.

If you have any additional questions regarding the Check 21 Act and how it applies to you please call us at your convenience to the numbers listed on our website <https://www.bancredito.com/>.