Personal Banking Service Agreement



Oriental



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Introduction

Welcome to Oriental

...and thank you for opening and keeping an account with us. We are more than ready to help you and make your banking experience easy and convenient for you. We know everyone has their own way of banking, with our full range of banking services, we're sure you'll find the right combination of services to meet your needs.

Whether you're starting a family in a new home, building investments for your future, saving to put your kids through college, or opening your first bank account, we have the banking services for you.

What's in this Booklet?

We explain the types of services we offer along with the terms and conditions that govern those services, or what we call our personal banking services agreements. We also explain what is required to open an Account and/or a Certificate of Deposit.

Most important, the way we manage your personal information, and that's where our commitment to privacy comes into effect. We strongly believe that it is the foundation of our relationship with you.

Important Information about Procedures for Opening a New Account

To help the Government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify and record information that identifies each person who opens an account. What this means for you: When you open an Account, we will ask for your name, address, date of birth and any other information that will allow us to identify you. We may also ask to see your driver's license or any other identifying documents.

General Information about Personal Accounts, Certificates of Deposit and Services

Personal Accounts and Certificates of Deposit belong to the Owner or Owners of the Account. They may only be used for personal, family or household purposes, not business or commercial purposes and they cannot be transferred to anyone else. Accounts are governed by the laws and regulations of the jurisdiction where the Account is domiciled. Please refer to the specific sections in this booklet for details about being an Account Owner. This Agreement replaces all terms and conditions that previously applied to your Deposit Accounts at the Bank.

We offer a variety of accounts and plans which package banking services for you. Not all Account products, Certificates of Deposit or Services are available in every jurisdiction. For more information about product or service availability you may contact the nearest Oriental Bank branch. Some of these accounts, Certificates of Deposit and services have eligibility requirements, for example, some accounts are only available to people of a certain age and some banking plans, may require you to maintain a minimum daily closing balance of a specified amount for a certain period of time. When you request an Account, Certificate of Deposit or Service that has an eligibility requirement or other type of requirement, you must meet that requirement.

Use of Accounts, Certificates of Deposit and Services

You acknowledge that unless otherwise expressly agreed to in writing, our relationship with you will be that of debtor and creditor. That is, we owe you the amount of your deposit. No fiduciary, quasi-fiduciary or other special relationship exists between you and us. Any internal policies or procedures that we may maintain in excess of reasonable commercial standards and general banking usage are solely for our own benefit and will not impose a higher standard of care than otherwise would apply in their absence.

You acknowledge that you are not carrying on or associated with activities that are improper, illegal or unlawful. You also acknowledge that you are not connected with a business that we may determine, in our sole discretion, is a restricted business.

You acknowledge that anti-money laundering and terrorist financing laws and regulations, as they may be amended from time to time, apply to the operation of your Accounts, Certificate of Deposits and Services and that we will, from time to time, adopt policies and procedures to address the reporting, client identification and record-keeping requirements of these laws and regulations. You agree to abide by and comply with all such policies and procedures, as applicable, and recognize that such policies and procedures may be more rigorous than the statutory requirements.

You certify that any and all information and documents submitted by you to us are true, correct and complete. You also agree to promptly notify us of any changes to any of this information or to any of the documents you have provided to us.

You agree that the Accounts, Certificates of Deposit and Services are not to be used by, or on behalf of, a third party or parties without our prior written permission.

You agree that the Accounts, Certificates of Deposit, and Services are to be used solely for your benefit. If this is not the case, you must tell us and provide us with the particulars of any third party that may benefit from the Accounts, Certificates of Deposit and/or Services and their relationship with you.

You agree not to use any of the Accounts, Term Deposit and/or services or give any instructions for any unlawful, illegal or improper purpose, or otherwise in violation of applicable law, including laws relating to economic or trade sanctions. You also agree to perform your obligations in this booklet and under any other applicable agreement you have entered into with us in accordance with applicable law and that we may comply with any lawful third party demand that we may receive in connection with your Accounts, Certificates of Deposit and/or Services.

You agree that with the signature you provided to us in the Account Signature Verification Card or equivalent document ("Signature Card"), you, as the Depositor, agree that the Accounts will be subject to this Agreement, which may be periodically amended, including but not limited to, amendments related to the regular management of your Accounts, charges, withdrawals, and transfer of funds by phone or electronically. You are also bound by the local and federal laws that apply to deposit accounts in your jurisdiction. Your Account is payable solely in and you may only demand payment thereof in your jurisdiction. We reserve all our rights under applicable laws and expect you to fulfill your legal obligations to us under this Agreement and under applicable law. If you ask us to provide other services to you related to your Account, such as, but not limited to, bill payment, electronic banking or a line of credit, separate contracts for those services will also apply to you.

Terms We Use in this Booklet and the Other Agreements

"We", "our", "us", "Oriental Bank" and the "Bank" means, as applicable, Oriental Bank and its branches, including but not limited to its branches in the U.S. Virgin Islands and Puerto Rico. Oriental Bank is a subsidiary of OFG Bancorp, a financial holding company operating under U.S. and Puerto Rico banking laws and regulations and is based in San Juan, Puerto Rico.

"You", "your", "he", "she", or "Owner(s)" refers to the holder of the Account, individually or together with other persons, if more than one, and any other person authorized to sign on, make deposits, withdrawals or control the funds of the Account.

For the purpose of this Agreement, and except as otherwise stated or provided in the text, it shall be understood that the words or phrases used in singular include the plural and the plural includes the singular.

Definitions You Need to Know

Account: any personal account you have with us now and at any time in the future.

Agreement: unless stated otherwise, collectively all of the terms and conditions in this booklet, including the Deposit Account Agreement, the Debit Card Agreement, Online Banking and Mobile Banking Terms of Access, the Telephone/Fax/E-mail Banking Agreement, as well as the Rates and Fees Schedule, the Account Disclosures, Terms and Conditions, any supplements, other schedules, appendices or addenda attached that reference this Personal Financial Services Agreement booklet or that is expressly made a part of this Personal Financial Service Agreement booklet, all as may be amended from time to time.

Automated Banking Services are channels where you can access your accounts and may include in your jurisdiction:

- Automated Teller Machines (ATMs);
- Interactive Teller Machines (ITMs);
- Debit Point of Sale payment terminals (POS) (including Electronic Funds Transfers using information from your check);
- Customer Service (telephone banking) (automated or agent-assisted) (where available);
- Online and Mobile Banking.

The Bank reserves the right to change or modify, from time to time, the channel names as permitted by law.

Bill Payment Company: refers to a business/company/utility that has an arrangement with Oriental Bank to be a payee of bill payments through the service for which you have been registered by Oriental Bank: branch, telephone, ATM, Debit POS bill payment and/or Internet Banking access.

Business Day the Bank's Business Days are from Monday to Friday, except holidays established by the federal and/or local government. Business Days are shown in each branch, and are subject to change, from time to time, at the Bank's discretion.

Cardholder: the person to whom a Debit Card has been issued by the Bank.

Cash Advance: means the withdrawal of cash from your credit card.

Debit Point of Sale: (POS) refers to the point or place at which a transaction is concluded by whatever means and includes, but is not limited to, transactions conducted in person, over the telephone, on the Internet or by mail order.

Debit Point of Sale (POS) Device: electronic equipment used by a business, company, merchant or retailer to transmit requests for authorization and settlement of transactions made by a Cardholder at a retail establishment.

Debit Transactions: include cash withdrawals, checks drawn on your Account(s), fund transfers (regardless of whether the transfer is to another Oriental account or to an account in another financial institution), bill payments, people pay, pre-authorized payments and any other method of direct payment.

Deposit Accounts: are our checking, and savings accounts.

Domiciled, Domicile Account or Domicile Branch: refers to the jurisdiction and the branch where your Account or Term Deposit is located (Puerto Rico or U.S. Virgin Islands).

Electronic Communication: means any communication made by facsimile, telephone, Internet, email, mobile or cellular phone, smart phone, personal digital assistant or any other method of electronic telecommunication or electronic transmission.

Electronic Funds Transfer: means any transfer of funds that is initiated through an electronic terminal, telephone, computer, or magnetic tape for the purpose of ordering, instructing, or authorizing a financial institution to debit or credit a customer's account. The term includes but is not limited to: (i) point of sale (POS) transfers; (ii) automated teller machine (ATM) transfers; (iii) direct deposits or withdrawals of funds; (iv) transfers initiated by telephone; (v) transfers resulting from debit card transactions, whether or not initiated through an electronic terminal; and (vi) transfers initiated through online or mobile banking.

Electronic Access Code: refers to each combination of numbers and/or letters selected by you, for your use, as a means of your authorization to use certain Services that are available from us from time to time. Your Electronic Access Code includes but is not limited to: (i) your Personal Identification Number ("PIN") for use at Automated Teller Machines ("ATMs") and POS terminals, (ii) your written signature at POS Devices without PIN pads, (iii) your electronic signature, or (iv) security codes such as access codes and passwords for use with Online Banking. Oriental Bank reserves the right to change or modify, from time to time, the Internet Banking service name.

Inactive Accounts: Accounts with no completed transactions within the period stipulated by the laws of the jurisdiction in which the account is domiciled.

Instrument: any document evidence or that can be used to evidence an instruction, including checks, drafts, money orders and other bills of exchange.

Debit Card: the banking card (access device) issued to you by us upon your request to provide you with access to Automated Banking Services and other services set out in this Agreement. We reserve the right to change, from time to time, the access device name, the services accessed and/or the means of access as permitted by law.

Service: any personal or business banking, insurance, brokerage or financial product or service offered by us.

Teller-Assisted Transactions: are transactions processed directly with a teller at an Oriental Bank branch.

Term Deposit(s) or Certificate(s) of Deposit(s) (CD): means as applicable, deposit products that are offered by the Bank that have a fixed term and pay a fixed amount of interest.

Certificate of Deposit Account Disclosures, Terms and Conditions: the document that we provide to you when you purchase a Term Deposit from us. It contains information such as the type of Term Deposit purchased, the amount, its term, the interest rate, maturity date and other information.

General Terms and Conditions that Apply to this Booklet and the Other Agreements

This Agreement and any order or receipt signed or authorized by any one or more of you under this Agreement, is binding on each of you and your own legal or personal representatives.

Ownership, Survivorship Rights and Signing Arrangements

If the Account and/or Term Deposit have multiple Owners, you must indicate whether all Owners must sign or that each individual Owner may sign. Because legal responsibilities vary depending on who must sign, we have explained these differences below.

Accounts Domiciled in the United States Virgin Islands (USVI)

Sole Account/Single Party Account

If an Account, and/or Term Deposit is in your name only, you alone own the funds in the Account, and/or Term Deposit and we will only take instructions from you.

A Sole account may be with or without a Payable on Death (POD) designation. Upon the death of the Owner of a single party account, ownership of the account passes as part of party's estate, and will be subject to probate. Upon the death of the Owner of a single party account with POD designation, ownership of the account passes to the POD beneficiaries and is not subject to the deceased party's estate.

Note: The foregoing does not limit any rights we may have regarding the funds in the Account and/or Term Deposit account that arise out of any lien, charge, pledge, security interest, security agreement, or any right of set-off, right to combine and/or consolidate accounts, any counterclaim or any other right we may have whatsoever or to any step that we may take in view of any claim by any person.

Multiple Person Accounts and POD Accounts and/or Certificates of Deposit

You may establish an account in the name of a single party or multiple parties. You may establish a multiple-party account with or without a right of survivorship between the parties. A single-party account or a multiple-party account may have a Paid-on Death or "POD" designation, an agency designation, or both.

Multiple Party accounts are accounts established in the name of two or more parties, and are deemed to be owned by each of the named parties in proportion to the net contributions (deposits) by each party into the account, unless you clearly designate a different intent in writing. There are two (2) kinds of Multiple Party Accounts:

1) A Multiple-Party Account with Right of Survivorship is an account which provides that upon the death of a party to the account, ownership of the account passes to surviving parties. A Multiple-Party Account with Right of Survivorship and POD Designation must name one or more beneficiaries. Upon the death of last surviving party, ownership of the account will pass to the POD beneficiaries and the account will not be subject to the last surviving party's probate estate.

2) A Multiple-Party Account Without Right of Survivorship means that upon the death of a party, the deceased party's ownership share in the account passes as part of deceased party's estate and will be subject to probate.

Death of an Owner

Unless "Multiple-Party Account Without Right of Survivorship" is specified on the Confirmation Form opposite the term "Right of Survivorship", where there are two or more Owners and each Owner is an individual, you shall be deemed to be "joint tenants with right of survivorship" and the last survivor will be entitled to all rights, title and interest in and to the Account.

Subject to any law or regulation now or afterwards in force, the death of any one or more of you does not affect the right of any survivor or the last survivor to withdraw or order the payment of any credit balance in your Account.

General Terms and Conditions

Sole Account

If an Account, and/or Term Deposit is in your name only, you alone own the funds in the Account, and/or Term Deposit and we will only take instructions from you. Upon your death, and subject to any rights we may have at law, the proceeds of the Account, and/or Term Deposit will be disbursed to your estate or as otherwise required by law.

Note: The foregoing does not limit any rights we may have regarding the funds in the Account and/or Term Deposit account that arise out of any lien, charge, pledge, security interest, security agreement, or any right of set-off, right to combine and/or consolidate accounts, any counterclaim or any other right we may have whatsoever or to any step that we may take in view of any claim by any person.

Joint and Several Accounts and/or Certificates of Deposit ("and/or")

When there are two or more Owners on the Account and/or Term Deposit and any of the Owners may sign for the Account and/or Term Deposit, each Owner is jointly and severally responsible, and agrees with the following:

- We can accept without liability any order or receipt signed or authorized by any one or more of you, without signature or consent of the other.
- We can deposit in your Account all payments received by us from any one of you, or collected by us on behalf of any one or more of you. This includes any item payable to you jointly. We reserve the right to refuse acceptance of items payable to anyone other than you, or your joint account holders.
- We can pay and deduct from your Account the amount of any check, bill of exchange, promissory note, pre- authorized payment or order for payment that is drawn, accepted or made by any one or more of you, even if doing this may cause your account to become overdrawn or increases an existing overdraft.
- We can take instructions from any one or more of you for stopping any payment order (check) drawn in your Account.
- Except for a lawful claim made before repayment, the whole or any part of the credit balance in your Account may be with drawn by any one of you, or applied by us to the debts of any one or more of you to us as stipulated by the laws of jurisdiction in which your Account is Domiciled.
- The instructions given by you remain in force and can be relied upon until we receive written notice of cancellation by any one or more of you.

Joint Accounts ("and")

In the event of Joint Accounts, the Bank shall require the presence or signature of two or more of the Owners as established in the application to carry out any transaction or give instructions to the Bank regarding management of the Account; except to place a stop payment order, for which any of the Owners may place it.

Funds deposited shall be deemed jointly owned by all the Owners, who become joint creditors of the Bank. The Bank shall respond to them jointly for the total funds (by one check payable to the order of all of you) or may equally distribute the funds among all of you.

In the event of an overdraft in the Account, it shall be understood that all of you are jointly and severally bound to the Bank for the total amount owed, and the Bank may jointly and severally collect the total amount of the overdraft from any of you.

Conflicting Demands / Disputes

If (i) there is any uncertainty or conflicting demand regarding the ownership of an Account or its funds, (ii) we are unable to determine any person's authority to give us instructions, (iii) we are requested by law enforcement or a state or local agency to freeze the account or reject a transaction, (iv) or we believe a transaction may be fraudulent or may violate any law; we may, in our sole discretion:

a. Freeze the account and refuse transactions until we receive written proof (in form and substance satisfactory to us) of each person's right and authority over the account and its funds,

b. Refuse transactions and return checks, require the signatures of all authorized signers for the withdrawal of funds, the closing of an account, or any change in the account regardless of the number of authorized signers on the account,

c. Request instructions from a court of competent jurisdiction at your expense regarding the account or transaction, and/or

d. Continue to honor checks and other instructions given to us by persons who appear as authorized signers according to our records.

The existence of the rights set forth above will not impose an obligation on us to assert such rights or to deny a transaction.

Power of Attorney

You may wish to appoint an agent (an attorney-in-fact) to conduct transactions on your behalf. This can be done by presenting to us or causing us to be presented a general or a specific Power of Attorney ("POA") in form and substance satisfactory to us and such additional information that will allow us to identify your agent as we may request. We must approve the form used for a POA before we recognize the appointment made therein. A POA may terminate (i) when it is revoked by you; (ii) when the person given the power resigns; (iii) when you or such person dies, becomes insolvent or files for bankruptcy; or (iv) when you become incompetent, unless you executed a durable POA. We may continue to honor the transactions of the agent until we have received written notice or knowledge of the termination of authority or death of the Depositor, and we have had a reasonable opportunity to respond to such notice or knowledge. You and your estate agree not to hold us responsible, for any loss or damage you may incur as a result of our following instructions given by your agent acting under a valid POA. We have no duty or agreement to monitor or ensure that the agent is acting for your benefit.

Discharge of the Bank's Responsibility for Payments Made from Accounts

A payment made by the Bank in accordance with the terms of the Account, as stated in the Account agreement, will discharge the Bank from all claims for amounts so paid, whether or not the payment is consistent with the beneficial ownership of the Account as between parties, beneficiaries, or their successors, unless, prior to making the payment, the Bank has received written notice from a party, or from the personal representative, surviving spouse, or heir or devisee of a deceased party, to the effect that payments in accordance with the terms of the Account, including one having an agency designation, should not be permitted, and the Bank has had a reasonable opportunity to act upon the notice when the payment is made. Upon such written notice, payment will not be made unless the notice is withdrawn by the person giving it, or the successor of any deceased party has concurred in a request for payment.

Unless the Bank has been served with process in an action or proceeding, no other notice or other information shown to have been available to the Bank affects the Bank's right to protection for making a payment in accordance with the terms of the account.

Payments may still be made by the Bank, regardless of whether or not a party, beneficiary, or agent is disabled, incapacitated, or deceased when the payment is requested, received, or made.

If the Bank receives written notice of a dispute or otherwise has reason to believe that a dispute exists as to the rights of the parties, the Bank may refuse, without liability, to make payments in accordance with the terms of the account.

The Bank's right to make payments in accordance with the terms of the account shall not have any effect upon the rights of parties in disputes between themselves or their successors concerning the beneficial ownership of sums on deposit in accounts or payments made from accounts.

The Right of Set-Off

Without qualifying any other statutory right to set off or lien and subject to any contractual provision, if a party is indebted to the Bank, we have a right to set-off against the account. The amount of the account subject to set-off is the proportion to which the party is, or immediately before death was, beneficially entitled, or, in the absence of proof of that portion, an equal share with all other parties.

Special terms for Accounts and/or Certificates of Deposit for Minors

For accounts in which the account holder or one of them is a minor, from thirteen (13) to seventeen (17) years of age in Puerto Rico and USVI, the accounts will be opened in the name of the minor as account holder ("Account Holder") represented by his father, mother or legal guardian appointed by the Court in the capacity of representative, and as guarantor of the minor's obligations ("Representative").The Representative, by himself and on behalf of the minor, recognizes, accepts and agrees that: (i) when opening the Account, as stated above, the Bank will consider the minor to be the owner, not the Representative; (ii) any transaction made by the minor (including, without limitation, transactions made with a debit card) is considered a transaction authorized by the Representative who, in addition, will be jointly and severally liable for charges caused by overdrafts, Service Charges belonging to the Account and fulfillment of Depositor's obligations under the Deposit Account Agreement; (iii) subject to compliance by the Account Holder with the applicable procedures required by the Bank from time to time, when the Account Holder becomes of legal age (18 years old in the USVI and 21 years old in Puerto Rico) or otherwise has the legal capacity to contract, he or she will be considered as the absolute owner with full capacity over the Account, without the need for representation and will be responsible for all charges and obligations of the Account.

In the case of minors between eighteen (18) and twenty (20) years of age in Puerto Rico, they have the option of opening the Account only under their name if they meet the account opening requirements set forth by the Bank, and will be responsible for all charges and obligations of the Account.

Death of an Owner

Please refer to the section "Ownership, Survivorship Rights and Signing Arrangements" for further information as applicable.

Upon the death of one of the joint account holders, the survivor will notify the Bank immediately. The amounts deposited in the Account on the date of the death will be property of the surviving joint account holder and the heirs of the deceased joint account holder. However, the surviving joint account holder may not make withdrawals from the Account, except as authorized by law, nor claim life insurance benefits until the Declaration of Estate of the deceased joint account holder and when applicable clearance from the secretary of the Treasury to the effect that there are no tax debts pending, are presented.

You agree to be bound by the terms and conditions in the Agreement, all of the Personal Banking Services Agreements as they apply to you, the Rates and Fees Schedule, the Certificate of Deposit Confirmation and your Application for Deposit Services.

This Agreement, as amended from time to time, constitute the entire agreement between you and the Bank regarding the Account(s), the Certificate of Deposit(s) and the Services and it replaces all previous agreements, either written or oral, between you and the Bank with respect to the same subject matter.

How We Can Contact Each Other

We will use the address and any other contact details given in your application form to contact you. You agree to tell us of any changes or additions to these details. We may contact you by mail, telephone, email, SMS messages, Online or Mobile Banking. All statements and notices we have agreed to give you will be sent to the address or email most recently notified by you, to us, and will be deemed to have been received by you five (5) Business Days after it has been sent. Correspondence from the Bank is forwarded in envelopes marked with our name and return address. You accept that the Bank shall not be liable for delays in the receipt of the statement or any other notice or correspondence, when you failed to notify the Bank of the change of address in a timely manner.

You may contact us using the address and other contact details we give you when you open your Account, Certificate of Deposit or Service. We will give you written notice if any of these changes. If you contact us by telephone, we will take reasonable steps to verify your identity before providing any account information.

You agree that we may leave a message for you to contact us on answering or facsimile machines or with the person answering the telephone and that we may use an automatic dialing system to give you recorded telephone messages.

How We Will Accept Instructions from You

Any instructions may be given to us in person at any branch, delivered to the branch in writing or through electronic means. We will accept instructions through the mail, when we receive them at your branch, but we are not responsible for delays or failure of delivery of such instructions.

If you also wish to give instructions by telephone, facsimile or e-mail you agree to the terms of the Telephone, Fax and Email banking agreement found in this booklet.

We may refuse to act upon any instructions if, in our opinion, you have violated a provision of this Agreement, or if to do so may be illegal or in breach of any obligation owed by us to, or to us by, a third party, or cause us to fail to comply with any law, regulation, code or

standard in force from time to time as it applies to us; or if we are in doubt as to the authenticity of the person giving such instruction, or if the instructions you provide are incomplete (including endorsements), illegible, or the information provided does not match the information in our records or this Agreement.

We can at any time without prior notice refuse to honor an instruction for any proper or lawful reason, including garnishment, a trust provision or an instruction which would overdraw your Account or increase the overdraft in it. We retain this right even if we have previously chosen not to exercise it.

The Bank is not obligated to act on any withdrawal instruction from you if sufficient funds, including overdraft protection limits, are not available in the Account you designate. At the Bank's discretion, we may create or increase an overdraft to your Account(s) according to the agreement governing those Accounts. We may place a hold on any branch service or ATM deposits pending verification.

When you make a deposit that contains checks and/or other documents (including without limitation traveler's checks, certified, personal or bank money orders) at a branch, the teller will not verify the amount deposited. However, the Bank will verify the deposit amount no later than the next Business Day. The Bank's determination will be considered correct.

If you wish to request stop payment of a pre-authorized Electronic Fund Transfer from your Account, you must notify us orally or in writing at least three (3) Business Days before the scheduled date of the transfer. If you notify us orally, you must provide us with a written confirmation within fourteen (14) days of the oral notification; the notice must be addressed to us at Oriental Bank, Attn. Bank Operations, PO Box 195115, San Juan, PR 00919-5115. Your oral stop payment notice will cease to be effective after fourteen (14) days if you do not provide the written confirmation.

Fees and Commissions

The service fees listed in your Account Disclosures, Terms and Conditions or Rates and Fees Schedule apply to all Accounts unless we specifically refer to a particular Account or indicate otherwise.

We may vary, at our discretion, all charges payable by you. When we change our fees and charges, we will notify you as required by law to the address that we have on file for you, please see further details in the "Adding or changing the terms of the Agreement" section.

Monthly Statements

Statement will show all the transactions in the Account during the period. We will send you a periodic Account statement to the last known address (postal or electronic) notified to us, as provided in this Agreement.

a. If you choose to receive your Account statement in paper, a fee that is disclosed in your Account's Disclosures, Terms and Conditions (TISA Disclosures) may be charged per cycle.

b. When you choose to receive your Account statement electronically through Oriental Online, we will stop sending you paper versions. If you select electronic Account statements, we will send an email to each signer who has requested an electronic Account statement when a new statement is available online. You are responsible for notifying us if you change your email address. If we do not have a valid email address for you, we cannot notify you when your statement and notices are available and will be forced to deliver your statement through the postal mail. In addition, for security purposes we may deactivate your access to our Oriental Online service if you fail to use it within time periods established by the Bank from time to time. If we do not have a valid email address for you or if you are deactivated from Oriental Online, we will send your Account statements to your last known address on our records.

c. If you wish to keep a copy of an electronic Account statement, you will have the option to print it or save it in your personal computer's hard disk. The Bank will have the electronic Account statement available at Oriental Online for at least one hundred eighty (180) days from the date in which the statement was made available, or from the date in which you were notified that the electronic Account statement was ready, whichever is less. To access the electronic Account statement, you understand and agree that you must be registered and active to access Oriental Online and that you assume total responsibility for retaining a copy of the electronic Account statements.

d. If you have a checking and a savings account, the account statements will be automatically combined, unless you request the bank to provide separate statements, and you will only receive one statement with the detailed information of both accounts.

e. You will receive with the paper periodic Account statement the electronic image of checks, substitute checks and/or any other item processed during the Account cycle. We reserve the right to retain and destroy original checks, substitute checks or other original items and to send you an electronic image or reproduction of the same in the Account statement.

f. We will keep copy of the front and back of all the items processed, in microfilm or electronic media. Copy of the checks, substitute checks and items duly filed by us will be retained for seven (7) years for accounts domiciled in Puerto Rico and ten (10) years for accounts domiciled in the USVI (or such other period required by applicable law) following the date of the Account statement. You may request a certified copy of any check, substitute check or item processed at any of our branches or through our Customer Service Center. The Bank, within a reasonable time after the request, will send you the image or facsimile of the item. You will pay the reproduction and delivery charges in effect when placing a request.

g. You must immediately notify us, by phone or in writing, if you have not received the Account statement within fifteen (15) days after closing of the related cycle, unless otherwise provided by any rule or regulation applicable to the Bank.

h. You agree to review each statement, canceled check (or, if applicable, the image or description of your canceled checks we may include with your statement), receipt, and any other items we send or otherwise make available to you, with reasonable care as soon as you receive them in order to identify:

i. Any missing deposits you may have made or any withdrawal or transfer you did not make.

ii. Any alterations, unauthorized signatures and missing or forged endorsements on checks.

In case of errors, discrepancies or unauthorized transactions not involving an electronic funds transfer, or if you have any questions regarding the information provided in said documents, please call us Toll Free at 1-866-972-6842 or 340-714-5703 (Monday through Friday from 7:00 a.m. to 7:00 p.m.; Saturdays from 8:00 a.m. to 5:00 p.m.) or write to: Oriental Bank, Attn. Bank Operations, PO Box 195115, San Juan, PR 00919-5115.
When contacting us you must:

i. State your name and number for the Account in question.

ii. Describe the error or direct deposit, what your question is and explain as clearly as possible why you think a mistake has been made or why you need further information.

iii. Indicate the dollar amount for the alleged error or problem.

i. The Account statement will be deemed correct unless you promptly notify us after identifying any error, discrepancy or unauthorized transaction not involving an electronic funds transfer. The Bank will not be held liable for any unauthorized charge to the Account if:

i. You fail to notify us through a sworn statement of any unauthorized charge, including charges for altered checks, with counterfeit signature or without any authorized signature, within sixty (60) days after the cycle's cut-off date as established in the Account statement.

ii. The payment orders were so expertly forged that any reasonable person could not have been able to detect said forgery or alteration. For additional information about problems with electronic fund transfer transactions, see the error resolution section in Schedule D of this Agreement.

j. The sworn statement to claim the Bank unauthorized charges for altered checks, with counterfeit signature or without any authorized signature, must describe each check or charge claim individually and separately. Otherwise, if done differently, the claim will not be deemed complete and formal for all legal purposes.

k. In addition to your obligation to give us a sworn statement, as established in the preceding paragraph, we reserve the right to request from you, and you agree to provide it, any document or sworn statement necessary to process any claim pursuant to this section.

l. In the event the Account has a line of credit, the Account statement will include a notice of the minimum monthly payment required and finance charges that were debited from the deposit Account or the line of credit.

Monthly Account Fees

Monthly account fees are calculated from the first to the last day of the monthly account cycle and collected on the last day of the monthly account cycle. The monthly account cycle is the monthly period that we assign to your Account.

In the case of a partial monthly account cycle (for example, when an Account is opened, closed or changed during a monthly account cycle), the monthly fee is prorated to the number of days the Account is open and collected on the last day of the partial monthly account cycle. In the case of an Account closing, the monthly fee is calculated from the day after the fees were last collected up to and including the day before the Account is closed, and is collected on the day the Account is closed.

If the last day of the monthly account cycle falls on a non-Business Day, the monthly fee will be collected the next Business Day.

While our specialty Accounts may include a variety of Services in the monthly fee, you may occasionally need other banking services. When the Services you need are not included in the Account package, there is a fee for these Services. We don't want you to be surprised when you receive your statement or come into one of our branches when you need any of these Services, so we've listed them for you in the Account Disclosures, Terms and Conditions or in the Rates and Fees Schedule.

If you change your Account in the middle of a month to an Account with a different fee structure, all the transactions in your Account during that month (including those that happened before the change) will be subject to the fees charged to the Account type you have at the end of that month.

Free Transactions

Some of the Account products allow a certain number of free Transactions per month. This means that the free Transactions must be used in each monthly account cycle and cannot be carried forward to the next monthly account cycle if not used. Fees apply for transactions over the allowed free items for specific Account products.

We May Use Agents and Transmission Services

We may use any correspondent or third party to act as your agent for funds transfers or other transactions for your Account. This correspondent or third party, while processing your funds will be considered your agent and not an agent of the Bank. We are not responsible for the acts or omissions of correspondents or third parties. Also, we are not responsible for the loss of checks in transit.

You must promptly review any notice sent to you of a funds transfer transaction for your Account, and notify us within twenty-four (24) hours of when you received or were deemed to have received notice, of any error or omission in the transaction. If you fail to promptly report such an error or omission you relieve the Bank of any liability with respect to such discrepancies or objections.

Who is Bound by the Agreement?

All of the provisions in the Agreement, including this booklet, the Personal Banking Services Agreement, as they apply to you, Account Disclosures, Terms and Conditions the Rates and Fees Schedule and any notice or disclosure required by law are binding for you, your estate, your heirs, executors, administrators and your personal and legal representatives.

If you have a joint Account or a joint Certificate of Deposit, or if we provide you with a product or Service where the Owner consists of more than one person, all of the obligations in the Agreement are joint and several which means that each of you is fully responsible for those obligations.

Separate Agreements and Severability

Each of the agreements, including those contained in this booklet, is a separate contract. If a court holds any of those agreements or any other provision in this booklet, as invalid or unenforceable in whole or in part, the remaining agreements and provision shall still be in effect and binding.

Adding or Changing the Terms of the Agreement

We can amend, change, modify, add or remove any of the terms and conditions in this Agreement booklet, the Personal Banking Services Agreements, Rates and Fees Schedules or any other agreement at any time. We can also alter at any time any of the benefits, features and services we offer. We will notify you of any changes in any of the following ways:

- A notice addressed to you at your last address in our records;
- A notice prominently displayed at our ATMs, ITMs or on our ATM, ITMs screens; An announcement through the Voice Response-Unit (VRU);
- A notice on the Oriental website;
- A notice on the Oriental Online site;
- A notice in our branches; and/or
- A notice in your monthly statement.

We consider you to have received the notice: (i) on the same day that it was sent if sent by fax or by Electronic Communication, (ii) on the day it was hand delivered, (iii) when it is posted in our branches, posted on our website, displayed at our ATMs or on our ATM screens or announced on our Voice-Response-Unit, and (iv) on the fifth (5th) calendar day if sent by regular mail.

Your continued use of the Account or if you have funds on deposit in the Account or in a Certificate of Deposit or use of any of the Services following notice of such change means that you agree to and accept the changes made to the applicable agreement(s). If you do not agree with any of the changes made, you must immediately stop using the Account, Certificate of Deposit or Services and notify us that you are terminating this Agreement and close the Account(s) and Certificate of Deposit(s) (where permitted).

The terms and conditions in the Agreement and your Account(s) and Certificate of Deposit(s) are governed by the laws of the country in which your Account(s) or Certificate of Deposit(s) is/are domiciled.

Personal Deposit Accounts and Services

We have four (4) categories of Accounts and Services:

1. Day-to-Day Bank Accounts:

- Checking Accounts
- Savings Accounts

2. Certificates of Deposit

3. Payroll Direct Deposit

4. Transfers:

- Automatic Transfers
- Excess Transfers
- Deficit Transfers

You can count on Oriental services, no matter how you need to access your Account:

- Conduct transactions over the Internet or mobile device
- Use ATMs or ITMs (where available) Make direct payment purchases from your Account
- Have regular payment withdrawn automatically
- Conduct transactions over the telephone (where available) or
- Issue instructions to us in writing
- Visit any of our branches

Day-to-Day Bank Accounts

With your Debit Card, you can access your checking or savings account via Oriental ATMs and ITMs, and POS merchants. We provide monthly account statements to help you reconcile your Account and keep track of your finances.

Checking Accounts

Whether you prefer to bank at a branch or take advantage of our self-service banking, Oriental Bank offers you a convenient checking account designed to simplify your day-to-day banking needs, including:

- Writing checks
- Withdrawing cash
- Paying bills
- Having regular payments withdrawn automatically
- Paying for banking services such as money orders, traveler's checks and cashier's checks

We provide you with an initial supply of checks and a check register for easy record keeping.

The Bank may also offer a Deposit Account that combines checks or negotiable withdrawal orders with a savings account. You will be able to select if an overdraft will be covered with your savings account or a line of credit, but not from both at the same time.

Interest Bearing Checking and Savings Accounts

The Interest Bearing Account is of a variable rate. At our discretion, we may change the interest rate on your interest-bearing checking or savings Account (set forth in your Account's Disclosures, Terms and Conditions (TISA Disclosures) at any time without notice. You agree that we may require at least thirty (30) days' advance written notice of your intention to withdraw or transfer funds from an interest-bearing checking or savings Account. This advance notice period also applies to checks drawn against an interest-bearing checking Account.

Interest Withholding

We may be required under applicable law to, and if required we will, withhold a portion of the interest we credit to your Account (if the Account is interest bearing) and pay the amounts withheld to the U. S. Internal Revenue Service and/or the Puerto Rico Department of Treasury or USVI Bureau of Internal Revenue.

Certificates of Deposit

The Bank offers a variety of Certificates of Deposit with different terms. Minimum amount requirements may apply to purchase a Certificate of Deposit.

Age Based Accounts

Accounts for Youth

An Oriental Bank youth account is an excellent way for qualifying young people to understand the basics of banking and the value of savings.

Subjected to the product selected, the holder of a youth Deposit Account will enjoy benefits such as:

- Attractive interest rate
- Reduced fees

Direct Deposit

Consider the benefits of direct deposit. You can arrange for electronic direct deposit of select employers pay checks and government payments. The funds go directly into your Deposit Account, and access to the funds is available immediately on the day of deposit.

Automatic Transfers

Automatic Transfers to an Oriental savings account can help you save for a specific goal over a period of time.

When you set an Automatic Transfer, we will deduct a specified amount on a regular basis from your Deposit Account, and deposits it directly into your designated checking or savings Account.

- You can set up your Automatic transfer at Oriental Online Banking or at the branch;
- You can choose to invest weekly, bi-weekly, monthly, quarterly, semi-annually or annually;
- We will automatically transfer the money into the Oriental checking or savings account you choose;
- If you set your Automatic Transfer through Online Banking, you can change how much and how often you contribute or cancel the service at any time. If the Automatic Transfer was set at the Branch and you want to make any changes or cancel the service, you must visit your Branch or advise us in writing;
- By making regular contributions, you are building your savings while earning a return on the amount already contributed. As a result of this compounding, your portfolio has the potential to grow faster than if you made a single lump-sum contribution.

Manager's Checks

a. You may purchase manager's checks or bank money orders (in either case for purposes of this section a "Bank Check") from us. If you lose any Bank Check, you agree to notify us immediately and in writing. If you cannot find the lost Bank Check after a thorough search, you agree to appear at any of our branches and sign a Declaration of Loss in the form provided by the Bank, together with such other documents as we may reasonably require.

b. If a claim of loss is presented in compliance with the requirements provided in this Section 16, the following rules apply:

i. The claim becomes enforceable at the later of: (1) the time the claim is asserted, or (2) the ninetieth (90th) day following the date of the acceptance of the certified check or from the date of the check in the case of a manager's check.

ii. Until the claim becomes enforceable, it has no legal effect and we may pay the Bank Check. Payment to a person entitled to enforce the payment of check discharges all liability of the Bank with respect to the Bank Check.

iii. If the claim becomes enforceable before the Bank Check is presented for payment, the Bank is not obliged to pay the Bank Check.

iv. When the claim becomes enforceable, we become obliged to pay the amount of the Bank Check to you if payment of the Bank Check has not been made to a person entitled to enforce the Bank Check. Subject to the corresponding sections of the PR-UCC and USVI-UCC, payment to you discharges all liability of the Bank with respect to the Bank Check.

c. If the Bank pays the amount of a Bank Check to you and after a claim is made and the Bank Check is presented for payment by a person having rights of a holder in due course, you are obliged to: (1) refund the payment to the Bank if the Bank Check is paid, or (2) pay the amount of the Bank Check to the person having rights of a holder in due course if the Bank Check is dishonored by us.

Your Agreement with Us

By acknowledging that you have received this Personal Financial Services Agreement ("this Agreement"), you agree to the following terms and conditions governing your Account(s) and Service(s). If you opened an Account or Service over the telephone or the Internet, your use of the Account or Service you applied for will indicate your agreement with the following terms and conditions governing the Account or Service.

This Agreement consists of:

- General terms and conditions for all Deposit Accounts;
- Terms, conditions and disclosures which apply to specific Deposit Accounts and which are provided to you when you open those Accounts;
- Other relevant agreements that apply when you open a personal Account or a Certificate of Deposit. They are:
  - Deposit Account Agreement
  - Debit Card Agreement
  - Online Banking and Mobile Banking Terms of Access (as available in your jurisdiction)
  - Certificate of Deposit Account Disclosures, Terms and Conditions
  - Telephone/Fax/E-mail Banking Agreement

In the event any one or more of the provisions of this Agreement shall for any reason be held to be invalid, illegal or unenforceable, the remaining provisions shall remain valid and enforceable. We can amend, change, modify, add or remove any of the terms and conditions of this Agreement from time to time. If we do so, we will notify you as required by law to the last address we have on file for you.

Opening an Account

a. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify and record information that identifies each person who requests to open an Account with us or to add a signatory to an existing Account.

b. Pursuant to the requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, as amended (the "Patriot Act"), we are required to obtain, verify and record information that identifies each individual who is authorized to use the Account, which information includes the name and address of each individual, and other information that will allow us to identify each such individual in accordance with the Patriot Act.

c. What this means to you: When you open an Account, we will ask for your name, address, date of birth, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. You agree to furnish all forms and documents we require to open the Account. Also, federal law and our policies require that we obtain your social security or tax identification number when you open or maintain an Account with us. Even if you have been a customer with us for some time, we may still ask you for this information and documentation because we may not have done so in the past. You agree that we do not have to open the Account or allow any withdrawals from the Account until you have given us all forms and documents we require.

d. You agree to use your Account or other services described in this Agreement only for valid purposes and pursuant to applicable laws and regulations, including those aimed at preventing money laundering. You also acknowledge that in compliance with internal Bank policies and/or provisions of applicable law or regulations of the U.S. Treasury Department, including the regulations of the Office of Foreign Assets Control ("OFAC"), we may be compelled to freeze or withhold funds and/or to return them to appropriate authorities.

Consumer Reporting Agency Information

You authorize us to obtain a consumer report in connection with the application, update or renewal of any Account, and you further authorize us to obtain such reports at any time during which you have an Account. You also authorize us to use these consumer reports to consider you for other programs, products, or services of the Bank.

We may report information about you and any other Joint or Joint and Several Account (each as defined below) owners on the Account to a consumer reporting agency. If you do not handle your Account in a satisfactory manner and/or it is necessary to charge off your Account as a loss, we will report such negative information to consumer reporting agencies. If you disagree with the accuracy of the information that we submit to a consumer reporting agency, please call us toll free at 1-866-972-6842 or 340-714-5703 (Monday through Friday from 7:00 a.m. to 7:00 p.m.; Saturdays from 8:00 a.m. to 5:00 p.m.) or write to: Oriental Bank, Attn. Bank Operations, PO Box 195115, San Juan, PR 00919-5115. We will review our files and respond to you in writing.

FDIC Insurance

Funds in your Account with us are insured by the Federal Deposit Insurance Corporation ("FDIC") up to the maximum amount provided by federal law and backed by the full faith and credit of the United States. If you want a more detailed explanation or additional information, you may ask us or contact the FDIC. You can also visit the FDIC website at www.fdic.gov and click on the Deposit Insurance link. The link includes detailed contact information as well as a deposit insurance estimator.

Closing an Account

a. Pursuant to this Agreement, you agree that we reserve the right to close the Account at any time and without providing any reason, through notice to you sent via electronic mail or regular mail to your last known address, and that we reserve the right to require that the balance credited to the Account be withdrawn within the timeframe specified in said notice. If you fail to withdraw the money credited to the Account within the timeframe stated in the notice, we may close the Account and send a check for the final balance to your last known address without incurring any liability to you. The Bank is authorized to return any money order, check or other transactions presented for payment without paying it after the Account has been closed, and you release us from any and all liability said return may cause. In addition, we may refuse to accept, without prior notice, deposits to be credited to the Account, and you release us from any and all liability said refusal may cause.

b. The fact that we may honor payment of any check or checks drawn against insufficient or uncollected funds in your Account will not be considered as a waiver by the Bank of the right to close the Account or of any other right set forth in this Agreement, and will not be considered as an assumption by the Bank of an obligation to honor any such checks in the future.

c. An Account is also canceled when you withdraw all of your balance, and you state your wish to stop receiving Account services.

d. If it is a Joint Account described in Section 20 (Joint Accounts) of Part II, then each of the Depositors must be present at the time you request cancellation of the Account. In addition, if it is a Joint Account, each of your signatures must be registered on checks, debit notices or withdrawal slips.

e. A checking Account may be closed by a check or a debit notice in the amount of the "Available Balance" in such Account. A savings Account may be closed by a withdrawal slip in the amount of the "Available Balance" in such Account. In both cases, we may hand over the amount in cash or an official check payable to all the Depositors. For security reasons, large withdrawals in cash may be subject to additional requirements.

f. If there are checks in transit, they will be returned without payment and marked **"Account Closed."** Likewise, if the closed Account receives an order from a third party to pay a pre-authorized electronic transfer, it will be returned without payment for **"Account Closed."**

g. We may, at any time, close an Account with a zero balance. If your Account is linked to a line of credit, you cannot close it without the Bank's prior authorization. In addition, if you have other services related to or dependent on your maintaining an account with us, we may also cancel said other services unless related to another existing account relationship.

You agree to immediately notify us of any suspicious circumstances that you are aware of about an item for deposit or other transaction involving your Account, Certificate of Deposit or Service.

If you are a non-resident of the jurisdiction where your Account, Certificate of Deposit or Service is domiciled, you are advised that off-shore banking transactions may have tax consequences in the jurisdiction where your Account, Certificate of Deposit or Service is domiciled and/or in your home jurisdiction. Accordingly, if you are a non-resident, you should obtain prior written advice for such transactions from qualified tax advisors in your own domicile. A copy of such advice may be requested by the Bank prior to opening of Accounts, Certificate of Deposit or Services or anytime thereafter.

We will withhold taxes only where required to do so by law, otherwise you are responsible for any taxation that may be incurred on your Account(s).

Stop Payments

a. You may ask us not to pay any preauthorized electronic transfer or check you have written from your Account, other than a certified check (each, a "Transaction"), at least three (3) Business Days before the scheduled date of transfer. Such requests may be oral or written. Oral requests may be given by telephone.

b. You may stop payment of a check before it has been presented for payment (unless it has been guaranteed). You must provide us with written notice; you may only cancel instructions given by you if they have not been acted upon. If we are able to cancel your instruction, we may make a charge. Information on our charge for stopping the payment of checks is available on request. Stop payment requests for checks that are received after 4:00 p.m. will be effective on the next Business Day after the Bank accepts your stop payment request.

c. All stop-payment requests must be made to an authorized Bank employee at a branch, Online Banking or by calling our Customer Service Center. You must give us the name of the payee and the exact date, number and amount of any Transaction you ask us not to pay. You must also give us any other information we request in order to let us identify you and the Transaction you ask us not to pay, and we must receive the request in a time and way that gives us a reasonable opportunity to act on it. If you fail to do so, we will have no liability for failure to honor your stop-payment request.

d. Oral stop-payment requests are valid only for fourteen (14) days unless confirmed in writing during that period. If you fail to confirm an oral stop-payment request within the fourteen (14) days, we reserve the right to cancel the request. Once confirmed in writing, if the stop-payment relates to a check, it will remain valid until six (6) months have elapsed from the request or until we decide to cancel it, whichever occurs first. Stop-payment requests can be renewed in writing as many times as necessary. Your instructions to remove or renew a stop payment order must be received in a manner and time that gives us a reasonable opportunity to act upon it. If the stop-payment request can be recurring pre-authorized transfer, the stop payment will suspend all further payment to the stated payee under this stated payment schedule until you notify us to resume.

e. Each stop-payment order will take effect and be processed on the Business Day following the Business Day it was placed, so that we may have reasonable opportunity to act upon it. Stop-payment orders placed on a day that is not a Business Day will be deemed to be placed on the next Business Day following the actual day it was placed. In that event, the stop-payment order will take effect on the second Business Day.

f. You agree that, if more than one individual is authorized to use the Account, any of those individuals may ask us to stop payment of any Transaction, even if the Transaction was executed by another individual. A release of the stop-payment may be made only by the person who initiated the stop-payment request.

g. You will be charged a fee each time you ask us (orally or in writing) not to pay a Transaction and each time you renew any such request. The amount of this fee is shown in each of your Account's Disclosures, Terms and Conditions (TISA Disclosures) and may be changed by us from time to time.

h. A stop-payment order must be received in a time and manner that gives us a reasonable opportunity to act on it before paying, accepting, certifying, cashing or otherwise becoming obligated to pay the item. You release us from all liability if our failure to stop payment causes some checks to be returned for insufficient funds. Our acceptance of a stop payment request does not constitute a representation by us that the item has not already been paid, that is not in the process of being paid, or that we have had a reasonable opportunity to act on the request. At the time that you place a stop-payment order, we may not be able to tell you whether the check has been paid or is in the process of being paid. Under certain circumstances, the law may allow the party in possession of the check to enforce payment, despite the stop-payment order.

i. We may accept a stop-payment request on lost or stolen checks, whether a single check or a series, unless our policy requires that we open a new Account for you to ensure your security.

j. You release us from all responsibility and will indemnify us for any damage, expense or attorney's fees and/or expert's fees incurred by us for any claim presented by the holder and/or any endorser, endorsee or other person, for having honored the stop-payment order placed.

k. If you believe that we have paid a check over a valid stop-payment order, we may require you to provide us with evidence of our acceptance of a valid stop-payment order and an affidavit describing in detail your loss resulting from the payment of the check and, if applicable, further describing in detail your dispute with the payee. If we subsequently determine that you were indebted to the payee for the exact amount of the check or less, you agree that we will have the right to debit your Account for the amount of the indebtedness. If your Account has insufficient funds to cover the indebtedness, we may also exercise our right of setoff.

l. If you write a new check to replace one on which you have placed a stop payment order, be sure it has a different check number and date. It is also helpful if you write the word "replacement" on it so it is not mistaken for the original check.

m. To the extent that we may be liable for not complying with a valid stop payment order, you agree that our liability is limited to actual damages not to exceed the amount of the check.

Deposit Account Agreement

This Deposit Account Agreement, as amended from time to time, sets out the terms under which we operate Deposit Accounts, provide certain financial services and carry out instructions. It applies to each Account you have with us and it replaces all prior agreements, either written or oral, between you and us regarding a Deposit Account.

When you signed the Application for Deposit Services, you acknowledge having received, read and agreed to the following terms and conditions governing your Deposit Account(s) and the applicable written disclosure of the service charges, fees and the minimum balance required in order to earn interest, if any; the rate of interest to be paid and how the interest will be calculated and paid. We reserve the right to accept or limit any deposit or require its withdrawal or close any Deposit Account when we consider it convenient. When the withdrawal of all or part of a deposit is required, interest will not be earned from the date of notice.

Unless permitted by applicable law, funds deposited to your Deposit Account may not be pledged, assigned or transferred to any person or institution as collateral for a loan or other obligation. However, funds on deposit may be pledged to guarantee any loans to us.

Our Payment Obligations to You

The money we owe to you because of your deposits to your Deposit Accounts with us is payable only at your Domicile branch. You are not entitled to ask for payment at any other branch or subsidiary of Oriental Bank.

We reserve the right to require thirty (30) days written notice from you before you can withdraw any monies from your Deposit Account.

While we may permit you to withdraw monies and perform other banking transactions at another Oriental Bank branch, or through designated ATMs, Automated Banking Services, or other automated payment systems, this privilege is subject to restrictions and we reserve the right to limit or remove such services at our discretion. The Bank reserves the right to accept or limit any deposit, and to require the withdrawal of a deposit when it deems convenient. When the Bank requires the withdrawal of a deposit or any part thereof, such deposit will not accrue interest (if the Account where the deposit was made accrued interests) from the date of the withdrawal notice.

The Bank will not take any responsibility or be liable for any reduction in any Account due to taxes or depreciation in the value of the funds credited to the Account due to restrictions on transfer, payments or convertibility or due to requisitions, involuntary transfers, distress of any character, exercise of military or usurped power or any other cause beyond the control of the Bank. You will not have any claim, action or other recourse to the Bank or any of its branches, affiliates or subsidiaries other than the branch where the Account is domiciled.
Interest - The interest rate we pay you on some savings accounts is conditional on you giving us a minimum period of notice or keeping the deposit for a specific term. If you withdraw funds without giving the required period of notice or before the end of the fixed term, you may either lose some of the interest which you would otherwise have received or may be charged a penalty fee.

We may however, pay interest in full if the early withdrawal is due to your death or bankruptcy (or insolvency) or if the withdrawal is by way of transfer to a surviving joint account holder.

All stop payment orders placed by you for a check drawn against your Deposit Account, shall be made in accordance with this Agreement, and you agree to release the Bank from any liability regarding negligence, carelessness, accident or any other cause arising from the Bank's failure to honor a stop payment order of a check as requested.

Your Payment Obligations to Us

In return for our opening and keeping your personal Deposit Account, you agree to pay (and we can deduct) from your Account any monthly fee and additional service charges applicable to your Deposit Account. Fees and charges are presented in the account opening disclosure required by Truth in Saving Act, as applicable.

You acknowledge that the charges stipulated in the account opening disclosure may not include additional services that you may request and that are not established in this Agreement, such as: charges for check printing, reproducing and delivering documents and information, etc. If the Bank receives an order to produce documents (subpoena) or any other request for production of copies, the Bank shall have the right to debit from your Account the corresponding costs pursuant to the provisions established in the account opening disclosure.

You also agree that we can deduct from your Account:

- Any debt or liability of any of you, to us or to any of our subsidiaries, as permitted by law;
- The amount credited to your Account or paid to you pursuant to any instruction, regardless of whether or not we have received settlement in respect of such instruction, if in our sole and absolute discretion such instruction is in any way whatsoever related to a fraudulent item, an item with an endorsement error or an item for which we may incur a loss if the payment or credit thereof is not reversed, together with all related costs associated with such a charge to your Account; or
- If any of these deductions creates or increases an overdraft, you are still responsible for each charge, debit or liability until you pay us. As permitted by law, you will pay us on request, the amount of any overdraft along with your overdraft charges then current, including interest on the overdraft at the maximum rate permitted by law or regulation from the date of the overdraft to the date of payment of the overdraft. The Bank shall not be liable for rejecting checks or withdrawals due to insufficient funds in the Deposit Account caused by a charge that has been processed pursuant to the account opening disclosure or this Agreement.

Deposited Checks

If you deposit a check to the Account, we will collect the check on your behalf. You will normally have final credit for the check only when:

- We have collected the proceeds of the check;
- The proceeds are in cash or solvent credits;
- The proceeds have been received at our offices; and
- Payment by the drawee of the check is final.

Handling Deposits

a. All deposits you make to your Accounts must be in U.S. Dollars. In receiving items for deposit, or collection, we act only as your agent and assume no responsibility beyond the exercise of ordinary care. We may require a minimum deposit amount for each Account. We may also require you to use special deposit slips or special deposit envelopes for certain types of deposits.

b. You specifically authorize us or our correspondents to utilize Federal Reserve Banks to handle such items in accordance with provisions of Regulation J (Collection of Checks and Other Items by Federal Reserve Banks and Funds Transfers Through Fedwire), as revised or amended from time to time by the Federal Reserve Board. In handling checks, we can follow Federal Reserve rules or use any practice that is common in the banking industry or permitted under the PR-UCC or USVI-UCC. In the event we are subject to local clearing house rules, you specifically authorize us to handle such items in accordance with the rules and regulations of the clearing house. We are not responsible for losses which may occur during the check collection process that are not caused by our own gross negligence or willful wrongdoing.

c. We reserve the right to create an electronic image of the checks and other original items received in deposit to exchange them electronically. You acknowledge that this process entails the destruction of the original check or item and, on occasion, that a substitute check is created.

d. You may make the deposits in person, through any of our full-service ATMs or ITMs, by mail or any other method provided by the Bank. We will not be responsible for deposits made by mail, nor for deposits in cash dropped in any branch deposit box or ATM. You fully assume the risk of using branch deposit boxes or ATMs to make cash deposits, and our determination as to the amount deposited in cash through such facilities shall be final.

e. We may refuse to credit a deposit when the information is incomplete, illegible, inconsistent with the one provided when opening the Account, or when it fails to comply with the applicable laws, the terms and conditions of this Agreement or our practices and procedures.

f. Upon making a deposit to the Account, our teller will only verify the cash amount. The checks or other items deposited will be verified no later than the following Business Day after the deposit was made. When you make a deposit, even if we give you a receipt, we have the right to verify the amount of that deposit. The verified amount may differ from the sum on the receipt we gave you. Our determination with respect to the amount deposited will be final.

g. We will register deposited items subject to final settlement from the bank paying said item. Upon final settlement, the deposited item is considered collected. If final payment is not received, or if any item deposited in cash must be reversed for any reason, we are expressly authorized to debit, at any moment and without prior notification, any of your accounts for the amount of such item, interest paid on the deposited items, and any other related charges.

h. In the case we determine that the cash deposited or that the checks or other items deposited in the Account were improperly or fraudulently issued or negotiated, or if a claim is received to that effect, we may debit from the Account the corresponding amount. In such cases, we will notify you by mail of the adjustment made to the Account.

i. We reserve the right to accept or limit any deposit, and to require the withdrawal of a deposit when we deem convenient. When we require the withdrawal of a deposit or any part thereof, such deposit will not accrue interest (if the Account where the deposit was made accrued interest) from the date of the deposit.

j. We may require you to present a substitute check to provide certain guarantees and indemnities as a condition prior to accepting the deposit of an item.

k. If a check you deposit is returned for insufficient funds or uncollected funds, we may attempt to collect it a second time without telling you first. You agree that we are not responsible for any loss or damage you may incur as a result of our not notifying you when such check or other item was first returned. If any check or similar instrument you deposit to your Account is returned unpaid, we have the right to debit your Account for the amount of such item and adjust any related interest earned. This also applies to checks drawn on us which are not paid for any reason, and to checks that are returned to us in accordance with any law, regulation or rule (including a clearinghouse rule). You will, in any event, be liable to us for the amount of any check or similar instrument you deposit to your Account that is returned unpaid and for all fees established in each of your Account's TISA Disclosures.

l. You agree to pay us for any costs we incur in collecting checks you deposit with us. This includes, for example, protest fees, mailing costs, foreign item charges and notary fees. We may charge these costs to your Account automatically and without any specific request from you.

Reconstructing Lost, Missing or Destroyed Deposits

When you cash or deposit a check or other item with us, you assume the risk of loss for deposited items that are lost, missing or destroyed during the processing and collection of the item(s). If any such item is missing, we will try to collect the deposited item based on a photocopy of the item. We may do this without telling you first. If the collection on the photocopy of the deposited item is rejected, we may charge the item back to you. If we cannot get a photocopy of the deposited item, you agree to tell us the exact item's amount and date, and the name and address of the drawer of that item. We will then try to get a duplicate of the deposited item for you. If the drawer will not give us a duplicate, we may charge the item back to you.

Endorsements

To ensure that your check is processed without delay, you must endorse your check correctly. The area reserved for your signature is on the back of the check, within 1-1/2 inches from the "top" edge. Turn the check over and sign your name and write your Account number. Do not make any additional marks or notations on the back of the check. The portion of the check not reserved for your endorsement must remain blank for processing purposes. We will not be responsible for any loss you incur if your check is improperly endorsed. You will be liable for unpaid checks returned late because your endorsement, a prior endorsement, or information you have printed on the back of the check obscures other endorsements.

We may endorse and/or collect items deposited to your Account without your endorsement but may require your personal endorsement prior to accepting an item for deposit. You shall not deposit an item that bears the endorsements of more than one person or persons who are not known to us; if you do, we may refuse to accept such an item for encashment. In such case, if deposited in person, the check will be immediately returned to you. If deposited using any other method authorized by this Agreement, the check will be returned to you by mail sent to your last known address within the next two (2) Business Days after the check is received by us for deposit.

You agree to indemnify us against and save us harmless from any loss, damage, expense and cost (including reasonable attorneys' fees) arising from the improper endorsement of a check you deposit.

Collection Charges

There are certain checks that we will not cash or receive for deposit. These include checks drawn on banks in foreign countries. At our discretion and subject to our procedures for said service, we may try to collect these checks for you from the other bank and, if we do, we will deposit the money into your Account. We also reserve the right to impose a service charge for cashing checks drawn on your Account if the person cashing the check is not a customer of the Bank. We will pass on to you any charges we incur in attempting to collect all or any part of a check you deposit with us, including reasonable attorney's fees.

Right to Draw Against Deposited Items (Regulation CC) / Funds Availability Policy

This policy establishes the time that it will take for deposits to your Account to be available to you for withdrawal. All capitalized terms not defined herein have the meanings ascribed to such terms in the Retail Deposit Account Agreement and the Personal Banking Services Agreement executed between you and us.

Your Ability to Withdraw Funds

Our policy is to delay the availability of certain funds deposited in your account. During the delay period, you may not withdraw the funds in cash and the Bank will not use such funds to pay checks that you have written. Details of our Funds Availability Policy are explained in the Disclosures that are provided during your Account opening.

Your right to draw against checks or cash you deposit to the Account is controlled by law, and by our Funds Availability Policy, which is part of this Agreement. Applicable laws and our Funds Availability Policy may change from time to time. You may request at any time during regular banking hours, the current Funds Availability Policy. We may, in our sole discretion, give you provisional credit for certain checks which you deposit to your Account before we have received final payment for those checks, and let you write checks or make withdrawals against provisionally credited funds. If for any reason we do not receive final payment for any check you deposit, we may charge this check back to your Account or reverse any provisional credit we gave you, even if you have already used the provisional credit. If there is not enough money in the Account to cover the charge back or the reversal, you will owe us any amount that we did not get back from the Account, immediately upon our request.

In addition, we may charge back any deposited item at any time before final settlement for whatever reason. We will not be liable for any damages resulting from the exercise of these rights. Except as may be attributable to our lack of good faith or failure to exercise ordinary care, we will not be liable for dishonor resulting from any reversal of credit, return of deposited items or for any damages resulting from any of those actions.
The dollar amount of collected funds and any provisional credit you have in the Account will be determined once each Business Day, and we will decide which checks, transfers, debits, payment orders, and other requests for payment of funds to pay and honor from your Account throughout that Business Day based on this one determination, without taking into account deposits or other credits which we post to your Account later on the same Business Day.

These provisions also apply to any remotely created check that you may deposit into your Account. A remotely created check (sometimes called a telecheck, preauthorized draft, bill pay check, or demand draft), as defined in Regulation CC of the Federal Reserve Bank, is a check or draft that can be used to withdraw money from an account. Unlike a typical check or draft, however, a remotely created check is not issued by the paying bank and does not contain the signature of the account owner (or a signature purported to be the signature of the account owner). In place of a signature, the check usually has a statement that the owner authorized the check or has the owner's name typed or printed on the signature line.

You warrant and agree to the following for every remotely created check we receive from you for deposit or collection:

a. You have received express and verifiable authorization to create the check in the amount and to the payee that appears on the check;

b. You will maintain proof of the authorization for at least two (2) years from the date of the authorization, and supply us the proof if we ask; and

c. If a check is returned you owe us the amount of the check, regardless of when the check is returned. Also, we reserve the rights to: (i) refuse for deposit any such remotely created check if we have any reason to believe that the item is fraudulent in any manner, and (ii) obtain from you the payor's express, verifiable authorization for any such item.

Your Checks May Be Returned

You agree to complete checks so that they are not easy to alter, and you must not put a date on your checks which is after the date of signature. If you do, we will not be liable for any loss you incur as a result of us paying a check before the date you have put on it.

The Bank may refuse without liability to pay any check, substitute check or item ordered to be debited from the Deposit Account (payment order) if:

a. There is a signature missing and/or was signed by a person not authorized to do so according to the Bank records;

b. Was incorrectly or incompletely issued or endorsed;

c. Was issued in a form that has not been approved by the Bank;

d. It is not authorized for payment;

e. Exceeds the amount permitted for the Account or the amount of available funds in the Account;

f. There are insufficient funds in the Account;

g. There is dispute as to the rights of ownership to or authority to act with respect to the funds contained in the Deposit Account;

h. The Bank is uncertain as to who is entitled to the funds pursuant to the contract of deposit, or otherwise receives instructions which the Bank determines, in its discretion, to be unclear or conflicting;

i. The Bank has been ordered by a court or other legal process not to permit the payment; or

j. The Bank has some suspicion of fraud or irregularity or illegality.

If we return checks or regular payment orders or refuse to accept other instructions, we will tell you the reason for doing so. Information on charges for returned items or items we are obliged to pay, such as guaranteed checks, are available on request.

We may refuse to make any payment if you do not have cleared funds (or an agreed overdraft) available on the Business Day before the items are presented for payment. In deciding whether you have funds available we may take into account any earlier instructions to make payments, any authorizations we have given for card transactions, regular payments from your Deposit Account, and any checks we are treating as cleared. We will tell you if you can make payments from your Deposit Account against checks which are not cleared. We may not take into consideration regular credits paid into your Deposit Account or any credits received after the decision to refuse payment has been taken.

The reasons a check you deposit may be returned by another financial institution may include but are not limited to the following reasons:

- Non-sufficient funds (NSF) or refer to drawer: means there is not enough money in the account on which the check is drawn
- Payment stopped: the owner of the account has requested the check not be paid
- Postdated: the date on the check is in the future
- Stale dated: the date on the check is six (6) months or older

- Account closed: the account the money is coming from is closed
- Funds not cleared: a "hold" has been placed on funds in the account on which the check is drawn
- Materially altered check: the owner of the account says the check has been altered without authorization
- Counterfeit check: the owner of the account denies issuing the check
- Irregular signature: the signature on the face of the check does not match the usual signature of the person that it purports to be
- Forged signature: the signature on the face of the check is not the signature of the person that it purports to be
- Forged endorsement: the signature of the endorser of the check is not the signature of the person that it purports to be
- Words and figures differ: the written and numerical amounts on the check don't match.

If any check you have negotiated is returned to us unpaid we will debit your Deposit Account, whether or not it creates or increases an overdraft, and even if we allow you to make a payment or to take cash against the check.

Should the Bank in its discretion pay any check or payment order when there are insufficient funds in your Deposit Account, you agree, as permitted by law, to pay the Bank said overdraft on demand, a fee for the returned check, and also agree to pay interest on the overdraft.

The Bank may refuse to honor a payment order if the account is subject to a dispute (unless a court with jurisdiction allows the payment order), if it is subject to attachment or lien, has been pledged as collateral for a debt, if the availability of funds could not be verified or if the account has been debited for any debt due to the Bank which was not paid on time.

In the event the Bank returns a payment order by error, the Bank shall not be responsible for damages or claims of loss of income, loss of profit, and/or unforeseen damages caused by the wrongful return of a payment order.

The Bank is under no obligation to pay a check that has been presented six (6) months after the date it was drawn; however, it may charge the amount to your Deposit Account after said date without incurring any responsibility.

Pre-Authorized Transactions

You may authorize in advance a deposit to an Account you specify. Deposits will be credited the same day the Bank receives the funds. You may confirm whether a deposit has been received, or make a claim about this service by calling us Toll-Free at 1-866-972-6842 or 340-714-5703 (Monday through Friday from 7:00 a.m. to 7:00 p.m.; Saturdays from 8:00 a.m. to 5:00 p.m.) or write to: Oriental Bank, Attn. Bank Operations, PO Box 195115, San Juan, PR 00919-5115.

You will receive a periodic Account statement that will reflect the dates on which direct deposits were credited. Service charges for this service (if applicable) are described in the Disclosure, Terms and Conditions provided to you when you opened your Deposit Account.

If you wish to authorize in advance transfers from your Account, you must do so in writing and a copy of said authorization must be provided by the entity you are authorizing to debit your Account.

In order to discontinue the processing of a pre-authorized withdrawal instruction not originated by the Bank, you must write to the entity that originated the transaction and provide the Bank with a copy of that letter.

If you authorize automatic debits from your Account for amounts that may vary, the beneficiary must notify that fact ten (10) days before the payment date, with information about the amount and date the debit is processed. You may choose to receive this notification when the payment exceeds the pre-established amount or when the amount falls outside the pre-established limits.

Substitute Checks and Your Rights (Check 21 Act)

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."

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

However, you have rights under other laws with respect to those transactions.

What Are Your Rights Regarding Substitute Checks?

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

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

If you use this procedure, you may receive up to $2,500 of your refund (plus interest if your Account earns interest) within ten (10) Business Days after we receive your claim, and the remainder of your refund (plus interest if your Account earns interest) not later than forty-five (45) calendar days after we receive your claim.

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

How Do I Make a Claim for a Refund?

If you believe that a substitute check you received from us was improperly debited to your Account, please call us or write to us at:

Toll-Free at 1-866-972-6842 or 340-714-5703 (Monday through Friday from 7:00 a.m. to 7:00 p.m.; Saturdays from 8:00 a.m. to 5:00 p.m.) or write to:

Oriental Bank, Attn. Bank Operations, PO Box 195115, San Juan, PR 00919-5115

You must contact a branch or call us Toll-Free at 1-866-972-6842 or 340-714-5703 within forty (40) calendar days of the date that we mailed the substitute check in question or the account statement showing that the substitute check was posted to your Account, whichever is later. We will extend this time period if you are not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- A description of why you have suffered a loss (for example, you believe the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and a copy of the substitute check and/or the following information to help us identify the substitute check, such as:

a) Check number;

b) The amount of the check; and

c) The name of the person to whom you wrote the check.

Truth in Savings Act Disclosure for Deposit Accounts

The "Truth in Savings Act" requires us to disclose to you certain information regarding your Deposit Accounts when you open an Account. As applicable, the initial disclosures may include information about:

a) Interest Rate

The interest rate and the annual percentage yield ("APY") paid on the account are stated in the Account Disclosures, Terms, and Conditions provided to you. The interest rate and the annual percentage yield can change at any time at the Bank's discretion without prior notice to you.

b) Requirement of minimum balance

The minimum balance required to calculate the applicable service charges and/or annual percentage yield for each account is stated in the Account Disclosures, Terms, and Conditions.

c) Method of calculation

We may use the Average Daily Balance Method to calculate interest on your Account. The method used in the account will be stated in the Disclosure of Interest, Fees, and Account Terms provided to you. The Average Daily Balance applies a periodic rate to the average daily balance in the account for the period. The average daily balance is calculated by adding the principal to the Account for each day of the period and dividing that figure by the number of days in the period.

d) Calculation and payment of interest

On all accounts that earn interest, the same will be calculated daily and will be credited to the account on a monthly basis. When items are deposited (e.g., checks), they will begin to accrue interest no later than the day when the Bank receives credit for the deposit(s).

e) Fee(s)

The amount of any fee(s) that may be imposed in connection with your Account or an explanation of how the fee(s) will be determined, and the conditions under which the fee(s) may be imposed.

U.S. Electronic Funds Transfer Act and Regulation E

The U.S. Electronic Funds Transfer Act and Regulation E that implements it, apply to specified Electronic Funds Transfers. These regulatory requirements are set forth in the Oriental Debit Card Agreement, Online Banking, and Mobile Banking Terms of Access section of this Agreement. These requirements may also apply to certain Electronic Funds Transfers that you may initiate during your banking relationship with us that do not involve the use of a Debit Card.

Limitations to Unlawful Internet Gambling

The Unlawful Internet Gambling Act of 2006 prohibits any bank in the United States jurisdiction (including Puerto Rico and USVI) from processing restricted transactions through your Account. The law prohibits any person engaged in the business of betting or wagering (as defined in the Act) from knowingly accepting payments in connection with the participation of another person in unlawful Internet Gambling. Unlawful Internet Gambling means to "place, receive or otherwise knowingly transmit a bet or wager by any means which involves the use, at least in part, of the Internet where such bet or wager is unlawful under applicable Federal or State law in the State or Tribal lands in which the bet or wager is initiated, received or otherwise made." As a customer of our Bank, you cannot use your Account or any Service or product you have with us to process the aforementioned prohibited transactions.

Dormant and Inactive/Abandoned Deposit Accounts/Unclaimed Funds

Dormant Account Charges or Account With No Activity: To the extent allowed by applicable law and after any required notice to you, we may impose a reasonable monthly service charge, as reflected in each of your Account's Disclosures, Terms and Conditions (TISA Disclosures), for all dormant Accounts.

Accounts are considered dormant after no transactions have been registered by the accountholder in the Account for a period of time as defined in your Account Disclosures, Terms and Conditions (TISA Disclosure), computed from the date of the last deposit, withdrawal, pre-authorized transaction, check, payment or inquiries made about his accounts, whether by phone, email, regular mail, through the Internet or mobile banking platform or in person. Excludes interest, charges, or other adjustments made to the Account by Oriental.

If your Account becomes inactive, we require that you visit your nearest branch and present acceptable proof of your identity and address to reactivate the Account. Inactive Accounts cannot be accessed through Automated Banking Services or through any other Oriental Bank branch.

a) Inactive/Abandoned Checking and Savings Accounts/Unclaimed Funds (**"Escheated Account"**): Your Account will be deemed to have been abandoned and will be considered inactive and the funds in it unclaimed if for five (5) years since the date of last contact from you, the Account is unclaimed by you or by a person with rights to it unless, during that five-year term: (i) the funds in the Account have been reduced by the withdrawal of funds or increased by deposits (exclusive of interest, fees or other adjustments made by us); (ii) if a passbook Account, if the passbook under your possession has been presented for posting of interest; or (iii) we have written evidence received within the past five (5) years, that you or a person with rights to the Account has knowledge of the existence of the Account. No further charges will be imposed on a savings account that is classified by us as inactive and abandoned unless such charges are otherwise allowed under applicable law.

b) Payment of Interest Will Cease: If your interest-earning deposit account is classified by us as inactive and abandoned it may no longer earn interest unless otherwise required by applicable law.

c) Balance Forwarded to the State: If your account is deemed abandoned, as provided above, the balance of your Account will be forwarded to the appropriate government agency as required by applicable law. Thereafter, you may recover the money by making a claim directly to the corresponding government agency within the applicable period provided by law.

Debit Card Agreement, Online Banking and Mobile Banking Terms of Access (as available in your jurisdiction)

Debit Card Terms

This Debit Card Agreement sets out the terms under which you may use your Debit Card banking card. It replaces all previous Debit Card Cardholder Agreements and applies if we send or provide you a renewal or replacement Oriental Debit Card banking card. (as available in your jurisdiction)

The Debit Card

The Card belongs to us. We can take it back at any time without any advance notice. You agree to promptly surrender the Card whenever we or our agents request it. The Debit Card remains the property of the Bank, and you agree to return it immediately upon request from the Bank. The Bank may cancel the Debit Card at any time without prior notice to you.

The use of the Debit Card is strictly personal and non-transferable. You will be fully responsible for any transaction made by a person to whom you have voluntarily given the Debit Card.

Using Your Debit Card

We will issue a Debit Card to you in your name. When you sign the reverse of the Debit Card or if you activate or use the Debit Card or use your Debit Card number, that means you have received and you agree to the terms and conditions described in this Agreement.

The Bank reserves the right to allow withdrawals from automatic teller machines when they are not in direct communication with the central computers.

In the case of Joint and Several Accounts ("and/or"), each Account holder may request the issuance of additional Debit Card cards in the name of other Account holders. You authorize the Bank to acknowledge said Debit Card cards and their related Electronic Access Codes as valid. You are responsible for any debit from the Account by you with the Debit Card and the Electronic Access Code. You release the Bank from any responsibility arising from any loss suffered for using said Debit Card cards and Electronic Access Codes.

You are responsible for the care and safety of your Debit Card Banking Card and your Electronic Access Code. You will keep your Electronic Access Code strictly confidential, secure from all persons without exception, and apart from the Debit Card Banking Card at all times.

You must not disclose any other security codes, such as passwords, PINs, access codes, and account numbers that may be used or required for Automated Banking Services, any branch service, or any other Service transactions. You are liable for all Debit Card transactions incurred using your Electronic Access Code.

Once your Debit Card is activated, you may access the following Services (where offered) with your Debit Card and the Electronic Access Code specific to that Service:

I. Automated Banking Services

You can access your designated Accounts through the following delivery channels (where available):

- Designated automated teller machines (ATMs) and interactive teller machines (ITMs);
- Debit point of sale (POS) devices that display the symbols of any system we may designate from time to time for purchase transactions paid for using your Debit Card;

You authorize Oriental Bank to accept instructions given through any of these methods, as if you had given the instructions in writing.

II. Services Available through Oriental ATMs and ITMs (where available)

- Withdrawals;
- Deposits;
- Balance Verification;
- Payment of loans and other authorized payments; and
- Transfers between Oriental checking or savings accounts.

Inactive Accounts cannot be accessed through any Automated Banking Services or thorough any branch service.

III. Services Available through Online Banking and Mobile Banking

Accounts to be accessed through Online Banking and Mobile Banking will include all accounts listed on your Oriental customer profile. In order to link different Accounts, you must be a signatory on each Account.

Services available include:

- Access to an unlimited number of Accounts (deposit, credit, and loan);
- Verification of balances and account history;
- Transfer between Oriental Accounts;
- Electronic Statement;
- Bill payment ("Pay Bill");
- People pay – (Third party Transfers off us using mobile banking);
- Transfers to External Accounts using Online Banking; and
- PHOTOdeposit (Remote Check Deposit using Mobile Banking).

IV. Services Available through Customer Service (telephone) (where available)

- Verification of balances;
- Bill payment; and
- Transfer between Oriental accounts.

V. POS, phone, Internet, mail order purchases

Where available, you may use your Debit Card or your Debit Card number to pay for goods and services. When you pay for goods or services using your Debit Card number without presenting your Debit Card, you will have the same responsibilities as if you had presented your Debit Card to a merchant and signed a sales draft or receipt or entered your Electronic Access Code.

The Bank reserves the right to choose the services/products that can be accessed with the Debit Card.

The services referred to in clauses (I) to (V) above are collectively referred to in this Debit Card Agreement, Online Banking, and Mobile Banking Terms of Access (as available in your jurisdiction) as the "Service(s)."

Transaction Charges and Fees

You agree to pay and we may deduct, without notice as permitted by law, from any of your Accounts (even if this creates or increases an overdraft) the following:

i) A transaction charge or service fee, at the prevailing rate (as determined by us from time to time), for each transaction for which your Debit Card or Debit Card number has been used to obtain a Service. These fees and charges are described in our Account Disclosures, Terms and Conditions, and in our Schedule of Rates and Fees.

ii) The transaction charges or service fees imposed by other financial institutions (inside or outside the country in which the Debit Card is issued) for transactions conducted through their ATMs or POS Devices in which the Debit Card and Electronic Access Code have been used. You should contact the other financial institutions for the transaction fees they charge for using their ATMs or POS terminals. You acknowledge that the transaction charges and service fees charged for each transaction performed are in addition to any account-level service charges that apply to your Accounts.

iii) Any tax payable by the Bank or by you with respect to any transaction made using your Debit Card.

You acknowledge that Mobile Banking, Online Banking, and Oriental Bank Internet Banking access is free of charge; however, all other applicable charges, such as long-distance telephone charges, Internet access charges, and the like, incurred in connecting to Online Banking are your responsibility.

Our fees and charges may change from time to time and we may add new fees and charges. When any such change occurs, we will notify you of such changes as required by law.

Transaction Limits

We may establish and change limits, dollar or otherwise, from time to time, that apply to your use of the Debit Card on the various transactions that may be available through the Services. Notice of such limits is provided in the Account's Disclosures, Terms and Conditions Schedule of Rates and Fees, as applicable, provided to you when you open your Account, and updated copies are available to you upon request.

Transaction Records/Confirmation Numbers

At the completion of each Automated Banking Services transaction, you will be given a printed transaction record or reference number, unless otherwise requested. If your Debit Card and Electronic Access Code are used for a POS transaction, we may arrange for a third party, such as a merchant, to give you the transaction record.

You agree that checks or any other form of debit voucher delivered to any Oriental Bank branch offering Automated Banking Services other than at your Domicile branch will not be returned to you, but a description of the transaction will be reflected in your monthly account statement.

Our records as to whether an Automatic Banking Service or any branch service transaction has been performed and our determination of the details of that transaction will be considered correct and binding to you unless you provide us with evidence on the contrary. Please refer to the section Errors Resolution Notice in this Agreement for full details on the applicable procedures.

Posting of Transactions

Any Automated Banking Service transaction (excluding automated bill payments) conducted before 6:00 p.m. (in the jurisdiction where your Account is domiciled); Monday through Friday will normally be posted to your applicable Account as of the date of the transaction, unless that day is a holiday. Transactions conducted on Saturdays, Sundays, or holidays will normally be posted to your applicable Account as of the next Business Day. Transactions conducted outside the jurisdiction may be posted to your Account at a later date.

Any automated bill payment request made on or before 6:00 p.m., Monday through Friday, will be posted to your designated Account on the day of the transaction. An automated bill payment made after 6:00 p.m., Monday through Friday, or anytime on Saturday, Sunday, or a holiday will be posted to your designated Account on the next Business Day.

Any automated bill payment request will be deemed to have been received by us on the date the transaction is posted to your Account. We are not responsible for any of the processing of or any of the posting procedures or practices of your designated Bill Payment Companies and we are not responsible if they charge you late fees or interest penalties.

When you make a bill payment at one of our ATMs, branches, through Online Banking, Mobile Banking, or Customer Service (telephone), you are responsible for ensuring that the bill payment company (including account numbers and payee names) required by us to complete your payment instructions to that bill payment company is accurate at all times. We may, without notice to you, update your bill payment profile information if we are advised of a change by the Bill Payment Company.

Transactions for Accounts with insufficient cleared funds at the time of posting will be declined.

For post-dated bill payments and funds transfers the debit to your Account is processed by 7:00 p.m. on the date that you instructed us to make the payment, unless that day is a Saturday, Sunday, or a holiday in which case the transaction will be processed the next Business Day.

Error Resolution Notice

In case of errors or questions about your electronic transfers, call us toll-free at 1-866-972-6842 or 340-714-5703, or write to us at Oriental Bank, Attn. Bank Operations, PO Box 195115, San Juan, PR 00919-5115, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than sixty (60) calendar days after we send the FIRST statement on which the problem or error appeared.

1) Tell us your name and Account number (if any).

2) Describe the error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.

3) Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) Business Days. We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly.

If we need more time, however, we may take up to forty-five (45) calendar days from the date of your notice to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your Account.

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

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

Lost, Stolen, Authorized or Unauthorized Use of the Debit Card

You will notify us immediately, by telephone and subsequently in writing, of the loss, theft, or any unauthorized use of your Debit Card or Electronic Access Code. Your liability will cease only when we receive notice of such loss, theft, or unauthorized use.

If you believe your Debit Card and Electronic Access Code have been lost or stolen, or if you believe that an Electronic Fund Transfer has been made without your permission using information from your check, and you notify us within two (2) Business Days after you learn of the loss or theft of your Debit Card or Electronic Access Code, your liability will not exceed $50. If you do not notify us within two (2) Business Days of the loss or theft, you could be responsible for as much as $500 of money wrongfully taken from your Account by use of the Debit Card, if we can prove we could have stopped the taking of money if you had notified us within the two (2) Business Day period.

If your statement shows transfers you did not make, including those made by Debit Card, Electronic Access Code, or other means, you will notify us within sixty (60) calendar days after we mailed the first statement, on which the error occurred. If you do not notify us within sixty (60) calendar days, you may be responsible for money taken from your Account after that sixty (60) calendar day period if we can prove that we could have stopped the taking of the money if you had notified us within the sixty (60) calendar day period.

You are responsible for the care and safety of your Debit Card and your Electronic Access Code. You will keep your Electronic Access Code strictly confidential; and secure from all persons without exception and apart from the Debit Card at all times.

You must not disclose any other security codes, such as passwords, access codes, and account numbers that may be used or required for Automated Banking Services, the branch service, or any other Service transactions. You are liable for all Debit Card transactions incurred using your Electronic Access Code.

If you require a replacement card in these situations, or if your Debit Card is retained by an ATM, immediately visit or call your nearest Oriental Bank branch.

Limitation for Authorized and Unauthorized Use of the Debit Card

You are liable for all debts, withdrawals, and Account activity resulting from:

- Use of the Debit Card by you or by persons to whom you have made your Debit Card and/or Electronic Access Code available or who received possession of the Debit Card and/or Electronic Access Code with your consent;
- Unauthorized use of the Debit Card and/or Electronic Access Code, where you have made available for use your Debit Card and Electronic Access Code by keeping them together or in such a manner as to make them available for use, including, without limitation, using the "Save My Card" feature on a public access computer, until we have received notice of loss, theft or unauthorized use; or
- Any failure to comply with the terms of this Agreement.

You will not be liable for losses in the following circumstances:

- Technical problems and other system malfunctions;
- Unauthorized use of your Debit Card including but not limited to your PIN, after the Debit Card has been reported to us as lost or stolen;
- Your Debit Card is canceled or expired; or
- You have reported another person knows your PIN.

You will be considered as contributing to the unauthorized use of your Debit Card and/or Electronic Access Code and may be fully liable for all debts, withdrawals, and Account activity where:

- The Electronic Access Code you have selected is the same as or similar to an obvious number combination such as your date of birth, bank account numbers, or telephone numbers;
- You write your Electronic Access Code down or keep a poorly disguised written record of your Electronic Access Code, such that it is available for use with your Debit Card; or
- You otherwise reveal your Electronic Access Code to anyone, resulting in the subsequent unauthorized use of your Debit Card and Electronic Access Code together.

Until such time as you notify us of the loss, theft, or unauthorized use of your Debit Card and Electronic Access Code, you may be liable for all withdrawals from or other transactions on your Accounts up to the maximum daily and weekly permitted withdrawal limits through ATMs which we establish from time to time. You will also be liable for all purchases/withdrawals up to the maximum daily and weekly limit for POS transactions which we establish from time to time. The limit for POS transactions is over and above the maximum daily and weekly ATM withdrawal limit.

Processing Foreign Currency Transactions

Cash withdrawals from your Account through any branch service or at Oriental Bank ATMs obtained in a foreign currency using your Debit Card and Electronic Access Code will be deducted from your designated Accounts in the currency of the Account. Conversion will be made at the exchange rate determined by Oriental Bank on the day the transaction is charged to your Account.

If you use your Debit Card and Electronic Access Code for cash withdrawals or to purchase goods or services, outside the jurisdiction in which the Debit Card was issued, the Bank has the right to impose fees for foreign currency conversion. This rate may be different than the rate in effect on the date your withdrawal or POS transaction occurred. Also, the Bank has the right to impose other service fees as applicable. We will deduct the total amount from your designated account in the currency of the Account.

If you use your Oriental Debit Card for a transaction in a foreign currency, and the merchant or retailer gives you a credit voucher, the two transactions (the debit and credit) may not balance exactly because of exchange rate and currency fluctuations between the debit and credit dates.

Changing Limits and Designated Accounts

We may establish and change limits (dollar or otherwise) from time to time, on the types of transactions which may be available, or companies which may be paid in connection with any of the Services provided for in this Agreement. We may designate one or more of your Accounts for our Fast Cash or other services available through ATMs or POS devices. Any designation may be canceled or changed by you in writing at any time.

Canceling Banking Services

We may at any time, without notice, withdraw any ATMs or POS terminals from use, or cancel or vary the whole or any part of the Services we offer you in connection with or through the use of the Debit Card. No Automated Banking Services transactions, including, without limitation, deposits, bill payments, funds transfers, or inquiries, will be processed after the cancellation of the Automated Banking Services.

Settling Disputes

If your Debit Card and Electronic Access Code or handwritten signature are used for a service transaction, the Bank is in no way responsible for the quality or non-receipt of the goods or services. All claims or disputes between you and the merchant, including your rights to compensation or any offsetting rights shall be settled directly by the merchant and yourself. We are not liable if a merchant does not accept the Debit Card at any time. Where a merchant becomes liable to make any refund to you, we will credit your designated Account with the refunded amount only on receipt by us of a properly issued credit voucher or other appropriate verification or authorization of the refund.

All disputes between you and a designated Bill Payment Company, including your rights to compensation or any offsetting rights (set-off), shall be settled directly by and between the Bill Payment Company and yourself. We do not verify, nor are we required to verify, that any purpose for which the payment is made has been fulfilled by the company as a condition of honoring your payment request on your Account. Any dispute you have regarding the Services provided under this Agreement will normally be resolved within fifteen (15) Business Days after you notified us in writing of the dispute. If a dispute cannot be resolved within this time, we will provide you with information concerning our dispute resolution process and how long each step will normally take.

Contact in the Event of Unauthorized Transfer

If your Debit Card is lost stolen, or retained by an ATM, or if you suspect unauthorized use, or believe a transfer has been made using the information from your check without your permission, immediately visit or call your nearest Oriental Bank branch to report the loss and request a replacement Debit Card.

Certificate of Deposit Account Disclosures, Terms and Conditions

Your Contract with Us

This Certificate of Deposit Agreement, as amended from time to time, sets out the terms applicable to our Certificates of Deposit (to the extent there is no conflict with any of the terms set out in the Account Disclosures, Terms, and Conditions) that you have with us and it replaces all prior agreements, either written or oral, between you and us regarding Certificates of Deposit.

If there is a conflict between the terms set out in the Account Disclosures, Terms and Conditions, and any term in this booklet or Certificate of Deposit Agreement, the information contained in the Account Disclosures, Terms and Conditions shall prevail to the extent necessary to resolve the conflict. When you signed the Certificate of Deposit Account Disclosures, Terms, and Conditions, you acknowledged having received, read and agreed to the terms and conditions in this Certificate of Deposit Agreement and in the Certificate of Deposit Account Disclosures, Terms, and Conditions which govern your Certificate of Deposit and the applicable Rates and Fees Schedule. In addition, you are responsible for:

- Any instruction given regarding the Certificate of Deposit(s),
- Any request made for service relating to the Certificate of Deposit(s), and
- All your liabilities and obligations to us.

Access to Your Certificate of Deposit

Access to your Certificate of Deposit may be subject to daily limits or other limits set by us. We will tell you the limits from time to time.

We can require you to go to the branch to do any transaction relating to your Certificate of Deposit.

You acknowledge that nothing in this Certificate of Deposit Agreement, in the Certificate of Deposit Account Disclosures, Terms and Conditions, in any Account Disclosures, or in any other agreement between you and us, will prevent us from:

- Restricting access to your Certificate of Deposit, refusing to release funds in your Certificate of Deposit if we are required to do so or if, in our opinion, there is unusual, improper, or suspicious activity in your Certificate of Deposit; or
- Closing your Certificate of Deposit for any reason, in our sole and complete discretion.

Your Obligations: Certificate of Deposit

You agree to:

- Give us specific authorization or additional information if reasonably required by us, and
- Ensure that all your instructions to us meet our requirements as to form, signatures, verification and authorization.

Certificate of Deposit Purchase

You are responsible for the availability of funds for the purchase of a certificate of deposit. Unless you have made specific arrangements with us, you will ensure that you have sufficient available funds to cover any instruction in connection with the purchase of a Certificate of Deposit. We may, but are not required to process an instruction for the purchase of a Certificate of Deposit if sufficient cleared funds are not available in your Account. The reported balances for your Account may include amounts that are not cleared or available funds.

In deciding whether you have sufficient funds available in your Account for us to process any instruction given to us, we may take into consideration any earlier instructions you have given us.

We may not necessarily take into consideration any regular credits or deposits made into your Account or any credits or deposits that are received after we have decided to refuse to act upon your instructions.

You acknowledge that we must clear instructions using a clearing system and are bound by the rules of any clearing system we use, including local and international clearing arrangements, rules for endorsement of instructions, the identity of the payee, and the time for final agreement. These rules affect our ability to honor your request to cancel instructions and the procedures we must follow to process your instructions and clear funds for you.

We reserve the right to clear and transfer instructions by whatever method we choose whether they are drawn on your Account or negotiated by you. You grant us sufficient time to settle all instructions. You also acknowledge that we may delay crediting your Account with the funds or delay opening your Certificate of Deposit until we receive the cleared funds for the instruction.

In the event, an Instrument is used to purchase the Certificate of Deposit and that Instrument is subsequently returned to us unpaid for any reason whatsoever (e.g. insufficient funds, account closed, funds not cleared, irregular signature, etc.) the Certificate of Deposit will be considered non-existent and this Certificate of Deposit Agreement will automatically be canceled without any prior notice to you. In such circumstances, we will not be responsible for paying you any interest that may have accrued from the date the Certificate of Deposit was issued until the date the Instrument was returned to us unpaid and you agree that any charge(s) levied against us by the institution as it relates to the returned Instrument must be reimbursed by you.

You also agree that we can deduct from any Certificate of Deposit you maintain with us:

- Any fees (including monthly fees), service charges, and any additional service charges associated with the Certificate of Deposit or Service;
- Any debt, liability, obligation, or any amount including fees, charges, costs, and expenses (as stipulated by the laws of the jurisdiction in which your Account is Domiciled) that you or any of you (in the case of a joint Account or joint Certificate of Deposit) owed to us or owed to any of our subsidiaries without prior notice to any of you. If the debt, liability, or obligation is in a currency other than the currency of the Account or Certificate of Deposit, we can use all or part of such credit balance to buy any currencies that may be necessary to pay the debt, liability, or obligation;
- The amount you ask us to pay in any instruction;
- The amount of any instruction we have paid to you or credited to your Account or Certificate of Deposit and for which we do not receive a settlement for any reason whatsoever (including, without limitation, fraud, forged endorsement, insufficient funds, account closed, funds not cleared, irregular signature) together with all related costs;
- The amount of any counterfeit or otherwise invalid currency deposited or transferred to your Account or used to purchase a Certificate of Deposit; and
- Any government stamp duties, governmental fee or charge, value-added taxes, or similar type of tax that is payable by us or by you to the local government and that may apply: (i) to this Certificate of Deposit Agreement or any other agreement you have entered into with us.

Interest

Interest accrues daily on your Certificate of Deposit from the issue date up to the maturity date. Also, interest will be paid or compounded (where applicable) for the leap day in the case of a leap year.

If the issue date of your Certificate of Deposit does not fall on a Business Day, you agree that the effective issue day will be on the following Business Day.

If the maturity date does not fall on a Business Day then the term of the Certificate of Deposit will be extended to the next Business Day and interest will be paid up to the day before the new Certificate of Deposit maturity date.

Compounding and Crediting of Interest

The CD bears interest at the rate and basis as set forth on the CD. Interest will not be compounded unless noted on the CD and will be paid according to the payment frequency and in the manner set forth on the CD. Withdrawal of interest prior to the Maturity Date will affect the APY. For any automatic renewal of a CD, interest will be paid at the rate then in effect at the Bank for automatic CD renewals, and any such renewal will be for a time period equal or similar to the original term, and subject to these terms and conditions. If during the Grace Period (if any, as defined below) you inform us that you do not want your CD to renew automatically and you withdraw the funds in it, no interest will be paid on the CD after its Maturity Date.

Interest is calculated by taking the amount of the principal multiplied by the interest rate and then dividing by 365, to obtain the daily interest. Said daily interest is then multiplied by the corresponding number of days. The principal value is the issue amount plus any interest that has been compounded on prior anniversaries. Interest is accrued daily on your Certificate of Deposit from the issue date up to, but not including, the maturity date. During a leap year, interest is earned on the leap day.

Payments

All payments including interest payments will be made either by:

- Credit to your Oriental Bank Deposit Account, or
- By check sent by regular mail to the address we have on record or to any other address specified by you in writing.

Note: If you select your interest to be paid to your Oriental Bank Deposit Account, the payment will be credited to your Deposit Account on the interest payment date or the maturity date. If you request that the interest or maturity payment be paid by check, you acknowledge and agree that such payment methods are subject to the Bank's regular fees and charges in effect at the time we make the payment.

Automatic Renewal

Unless specifically set forth otherwise in a CD, CDs will renew automatically at the Maturity Date for a similar term as the maturing CD unless, during the grace period (if any) as set forth in the CD (the "Grace Period"), you tell us that you do not want the CD to renew automatically and you withdraw the funds in the CD. However, we do not have to agree to renew automatically any maturing CD that does not meet the "Minimum Balance to Open" requirement in effect for that type of CD at the Maturity Date. You will have the Grace Period (if any) of the CD to withdraw funds from the matured CD without penalty, and to tell us that you do not want the CD to be renewed automatically. However, if you do not give us any renewal instructions during the Grace Period, we will automatically renew your CD as of its Maturity Date as described earlier. If there is no Grace Period, you may only withdraw the funds on the Maturity Date.

Non-Automatic Renewal

If your CD specifically states that it will not automatically renew at the Maturity Date, the funds in the matured CD will not earn any interest after its Maturity Date unless otherwise stated in such CD.

Early Redemption

Funds in a CD (other than interest that has been credited to the CD) cannot be withdrawn prior to the Maturity Date unless allowed by the product, as disclosed in your CD, and unless we consent to such withdrawal. If we allow an early withdrawal, each time we allow such a withdrawal, you will be assessed an early withdrawal penalty as set forth on the CD. In no event will such penalty be less than seven (7) days simple interest on the amount withdrawn and the penalty may affect the CD's principal amount. In addition to such penalties, any accrued but not yet credited interest on the amount withdrawn will not be paid. Should a withdrawal be made that brings the Account's balance below the required minimum, no additional interest will accrue, and we may require that the CD be closed.

Early Withdrawal Penalty Exceptions on Certificates of Deposit Domiciled in Puerto Rico

Pursuant to Act No. 98 of June 25, 1998, early withdrawal penalties will not be imposed when:

i) The balance of the CD is one hundred thousand dollars ($100,000) or less, including accumulated interest;

ii) The CD has been in effect for one hundred eighty (180) consecutive days; and

iii) The early withdrawal of funds is: (A) by reason of the Depositor's death or (B) any reason set forth in the Puerto Rico Internal Revenue Code, as amended from time to time (the "Puerto Rico Internal Revenue Code"), allowing the early withdrawal, without penalty, of funds deposited in individual retirement accounts.

Except in the case of the Depositor's death, penalty-free early withdrawal of funds will be conditioned upon the submission of such\certificates and documentation as we may deem necessary to ascertain the existence of the situation mentioned above. The required documentation will not exceed the documentation required for purposes of the early withdrawal, without penalty, of funds deposited in individual retirement accounts.

Without limiting the foregoing, withdrawal of funds after the death of the Depositor or any of them, if more than one, shall be subject to the presentation of other information as required by us. Also, for additional information please refer to Section (Death of the Depositor).

Transferability

No right in, or title to, the CD is transferable, except on our books. CDs are non-negotiable.

Combining Accounts

We may at any time, without prior notice to you, apply any credit balance you have in any Certificate of Deposit or any other obligation of any kind that we or any of our subsidiaries or affiliates may have to you (whether or not presently due), against any obligation of any kind that you may have to us or to any of our subsidiaries or affiliates (whether or not presently due) as stipulated by the laws of the jurisdiction in which your account is Domiciled. This right is in addition to any other rights that we may have with respect to set-off or combining accounts.

CURRENCY TRANSACTION REPORT REFERENCE GUIDE

Why is My Financial Institution Asking Me for Identification and Personal Information?

Federal law requires us to report cash (bill or coin) transactions over ten thousand dollars ($10,000) conducted by, or on behalf of, one person, as well as multiple currency transactions that aggregated exceed ten thousand dollars ($10,000) in a single day. These transactions are reported on Currency Transaction Reports ("CTR"). The Federal Act, which requires these reports to be filed, was passed to safeguard the financial industry from threats posed by money laundering and other financial crimes. To comply with this law, we must obtain personal identification information about the individual conducting the transaction such as a Social Security number as well as a driver's license or other government-issued document. This requirement applies whether the individual conducting the transaction has an account relationship with us or not.

There is no general prohibition against handling large amounts of currency and the filing of a CTR is required regardless of the reasons for the currency transaction. We collect this information in a manner consistent with your right to financial privacy.

Can I Break Up My Currency Transactions Into Multiple, Smaller Amounts to Avoid Being Reported to the Government?

No. This is called "structuring." Federal law makes it a crime to break up transactions into smaller amounts for the purpose of evading the CTR reporting requirement. Structuring transactions to prevent a CTR from being reported can result in imprisonment for not more than five (5) years and/or a fine of up to two hundred fifty thousand dollars ($250,000). If structuring involves more than one hundred thousand dollars ($100,000) in a twelve (12) month period or is performed while violating another law of the United States, the penalty is doubled.

Verifying Your Identity

We will ask you for your social security number, tax identification number, or other government-issued personal identification information, as permitted by law, to fulfill other regulatory requirements, as required by law. In addition, we may ask for your social security number, tax or national identification number, or other government-issued personal identification information in order to verify and report credit information to credit bureaus and credit reporting agencies as well as to confirm your identity. You may refuse to consent to its use or disclosure for purposes other than as required by law. However, this may result in a denial of a service or product.

In addition, information may also be shared with foreign taxation authorities such as the U.S. Internal Revenue Service or to any local taxation authority as required under the U.S. Foreign Account Tax Compliance Act ("FATCA"), or similar legislation from other countries or under local law.

Also, we may contact your employer in order to verify the relevant information you provide us. We may contact your references or other reliable independent sources, and you consent to any person whom we contact in this regard to provide information to us.

If you apply for or enroll in a service and during the time you have the service, we may consult various financial service industry databases, third parties, or privacy investigative bodies maintained in relation to the type of service you have applied for, enrolled in, or have. You also authorize us to release information about you to these databases and investigative bodies.

We may refuse to enter into, or continue business relationships, or conduct transactions with you for certain legal reasons including without limitation: failure to ascertain your identity, if you insist on anonymity or provide false, inconsistent, or conflicting information where the inconsistency or conflict cannot be resolved to our satisfaction after reasonable inquiry.

Monitoring

You acknowledge and consent that we may monitor your Account(s), Certificate(s) of Deposit, term deposit(s), and any other Account(s) you have with us to meet our legal and regulatory obligations, including using automated surveillance systems to prevent or detect fraud or criminal activity such as money laundering or terrorist financing.

In order to establish a record of the information you provide, to ensure that your instructions are followed properly, and to ensure customer service levels are maintained, you acknowledge and consent that an original of our permanent business record(s) (in any form, including microfilm, photocopy, CD-ROM or image) or any communication may be substituted for a copy of such document. You acknowledge and consent that such records, or any recorded verbal communication, may be used, to the extent permitted by law, as conclusive evidence of the content of that communication in any legal or other proceedings.

You acknowledge and consent that we may monitor, record, and retain any telephone call or Electronic Communication we have with you. The records of calls and Electronic Communications may be retained for legal purposes, to establish a record of the information you provide, to ensure that your instructions are followed properly, and to ensure customer service levels are maintained.

Records of calls and Electronic Communications are safeguarded in accordance with this Privacy Agreement and will be destroyed subject to regulatory retention periods and internal processes. We may inform you before proceeding with this possibility.

We will act on your instructions as quickly as possible but there may be certain uses of your information that we may not be able to stop immediately.

You may not withdraw your consent for the following purposes:

- To meet our legal and regulatory requirements that we believe are applicable to us, including the requirements of any self-regulatory organization to which we belong;
- To respond to a local or foreign court order, search warrant or other lawful demand or request that we believe to be valid, or to comply with the rules of production of a local or foreign court;
- To prevent or detect fraud or criminal activity or to manage and settle any actual or potential loss in connection with fraud or criminal activity.

You cannot refuse our collection, use, and disclosure of information required by third-party service providers essential for the provision of the services or required by our regulators, including self-regulatory organizations. Some of our service providers are located outside the United States. As a result, your personal information may be accessible to regulatory authorities in accordance with the law of these jurisdictions.

You can tell us at any time to stop using information about you to promote our Services or the products and services of third parties we select, or to stop sharing your information with other members of Oriental Bank. If you wish to refuse consent or to withdraw consent as outlined in this Agreement, you may do so at any time by contacting the branch or office with which you are dealing.

Telephone/Fax/E-mail Banking Agreement

This Telephone/Fax/E-mail Banking Agreement, as amended from time to time, applies to instructions you provide to us and agents for whom we normally accept instructions by telephone, facsimile, or email, and in this Telephone/Fax/E-mail Banking Agreement, you authorize us to act on such instructions. You also agree and consent to receiving Electronic Communications regarding your Accounts, including but not limited to account documents, statements, and special notices concerning activity in the Account.

This Agreement replaces all prior agreements between you and us regarding instructions you provide to us by telephone, fax, or e-mail. However, it does not replace any other agreement you have with us (now or in the future) for any Account, Certificate of Deposit, product, or Service, including any consent, authorization, or preference you have given or may give to us regarding the collection, use, and disclosure of your personal information. All other agreements applicable to an Account, Certificate of Deposit, product, or Service continue to apply.

We will only act on instructions for Accounts, Certificates of Deposit, products, or Services where you alone can give instructions and only for certain types of instructions, such as:

- Investments in and renewals of Certificates of Deposit and mutual funds;
- Transfers from your Deposit Account to purchase Certificates of Deposit and mutual funds;
- Transfers between investments;
- Changing instructions for the payment of principal, interest, or income from existing or maturing Certificates of Deposit or mutual funds;
- Changing personal data in your Accounts, Certificates of Deposit, or other investments for changes that do not require proof of change;
- Transfers to or between your Accounts, and Certificates of Deposit but only in the country where you maintain your Accounts, and Certificates of Deposit; and
- Redeeming Certificates of Deposit, mutual funds, or other investments and depositing the funds to an Account registered to all owners of the Certificates of Deposit, mutual funds, or investments, when previously documented following Bank protocols.

You may also apply for certain deposit accounts, personal loans, mortgage products, or credit accounts or otherwise give instructions regarding the loan product or credit account.

You acknowledge and agree that any Electronic Communication including fax and e-mail that is not encrypted: (i) is not secure, private, and confidential, (ii) may not be reliable and may not be received by the intended recipient promptly or received at all, (iii) may be subject to interception, loss or alteration, and (iv) you assume full responsibility for risks associated with such Electronic Communication and agree that we will not be responsible or liable for any loss or damage arising from any use of any Electronic Communication, including, but not limited to any loss or damage arising from any unauthorized access to, or interception, loss or alteration of such communication.

Because we are concerned about the security of your Accounts, Certificates of Deposit, Services, and your personal information, you agree that we are not obligated or required to act on the instructions if we doubt the identity of the source or the authenticity of the person giving the instruction or if the transaction appears suspicious, questionable or unusual for your regular banking habits. We may ask you to give us certain information that will assist us in determining that you are the person giving the instruction.

We may also refuse to act on any instruction if, in our opinion, to do so may be illegal or in breach of any obligation we owe to a third party; or if it would cause us to fail to comply with any code or standard in force from time to time that applies to us.

We may send you a confirmation that the instructions have been received and acted upon. We will also take reasonable steps to inform you when we have determined that we will not be following your instructions.

You release us from any and all liability or claim for failure to act, execute, or complete any instruction for any reason beyond our reasonable control. You also agree that we and any of our subsidiaries and our respective agents will not be liable to you for acting on your instructions or on instructions that appear to be from you, if those actions are in good faith.

You agree to indemnify and save harmless the Bank and any of its subsidiaries and their respective agents from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, judgments, suits, costs, expenses, disbursements of any kind or nature whatsoever that may be imposed upon, incurred by or served against us or them by reason of our or their actions are taken in accordance with the instructions.

You agree that you will be bound by this Telephone/Fax/E-mail Banking Agreement and any other agreement you have entered into with us for loan products and credit accounts that you have given instructions for.

You acknowledge and agree that service fees and charges may apply for actions taken by us in response to your instructions. These fees and charges may be deducted from any Account you have with us unless a specific Account with sufficient available funds is requested by you in your instructions.

We can add, remove, or change any of the actions or Electronic Communication methods allowed under this Telephone/Fax/E-mail Banking Agreement, from time to time.

This Telephone/Fax/E-mail Banking Agreement will be in effect until you notify us in writing that you want to cancel it.

Other Terms and Conditions which Apply to the Agreement

Liability

We agree to make reasonable efforts to ensure the full performance of the Services. We will be responsible for acting only on those instructions from you which are actually received. We do not assume responsibility for malfunctions in communications facilities not under our control that may affect the accuracy or timeliness of messages you send, including losses or delays in the transmission of instructions arising out of the use of any access service provider or caused by any browser software.

Any information you receive from the Bank is believed to be reliable. However, it can only be provided on a best-effort basis for your convenience and is not guaranteed. The Bank is not liable for any deficiencies in the accuracy, completeness, availability, or timeliness of any information or for any investment or other decision made using this information.

The Bank is not responsible for system disruptions including disruptions caused by any computer virus or related problems. Under no circumstances will we be liable to you for any loss, damage, or other amount resulting from:

- Any loss, destruction or delayed delivery of any Instrument or instruction, security, certificate or document of any kind while in transit or while in the possession or control of a person, entity, correspondent or third party other than the Bank,
- Any Instrument or instruction that is forged (in whole or in part), has a material alteration, or is otherwise fraudulent or unauthorized,
- Any delay to complete or our failure to perform or fulfill any instruction or obligation as a result of our use of any funds transfer method or system or for any reason due to any cause beyond our reasonable control,
- Any accident, act of aggression, theft, loss or damage you may suffer while using any Automated Banking Services or other Service whether you are on our or other premises, or
- You giving us incomplete or incorrect information or instructions or if your instructions are not given to us sufficiently in advance to allow for timely settlement.

We will not take any responsibility for or be liable to you or any other person for any reduction in any Account, Service or Certificate of Deposit due to taxes, depreciation in the value of the funds credited to the Account, Service or Certificate of Deposit, devaluation of any currency or due to the unavailability of such funds due to restrictions on transfer, payment or convertibility, or due to any requisitions, involuntary transfers, distress of any character, exercise of civil or military or usurped power, confiscation, expropriation, nationalization, governmental controls or regulations, embargoes or any other cause whatsoever beyond our control including, without limitation, acts of a public enemy, terrorist acts, war, riots, fire, floods, strikes, explosions, hurricanes, earthquakes, tsunamis, pandemics, epidemics, illness, quarantine or travel restrictions that affect our employees or agents or disrupt our operations or any other act of God.

In any event, you will not have any claim, action, or other recourse to or against the Head Office or Executive Office, parent company of the Bank, or against any of the Bank's branches, affiliates, or subsidiaries other than the branch where the Account, Service or Certificate of Deposit is maintained and the assets of such branch.

We are not liable to you for any loss, damage, or inconvenience you suffer in connection with your Account, Certificate of Deposit or the provision of any Service, or the refusal to provide any service, except if it was caused by our gross negligence or willful misconduct (and then our liability is subject to the other provisions of this Agreement and other legal rights we have) or unless applicable laws or an industry code to which we have publicly committed requires otherwise.

You acknowledge this means, among other things, that we are not liable for the following specific matters:

- Any delay in completing or failing to provide a Service for any reason even if this means you are unable to access funds in your Account or Certificate of Deposit,
- A forged, unauthorized, or fraudulent use of Services, instruction, or material alteration to an instruction, even if you or we did or did not verify the signature, instruction, or authorization.

If we are found to be liable for any loss or damage you suffer for any reason whatsoever, our liability will not be more than the direct cost to you of any loss of funds you suffered. This loss will be calculated from the time we should have made the funds available to you until the time we did make them available or until you should reasonably have discovered their loss, whichever is earlier.

UNDER NO CIRCUMSTANCES WILL WE BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES OR LOSSES IN CONNECTION WITH YOUR CERTIFICATE OF DEPOSIT(S), ACCOUNTS, OR THE PROVISION OF ANY SERVICE OR OUR REFUSAL TO PROVIDE ANY SERVICE, EVEN IF WE KNEW THAT ANY SUCH DAMAGE OR LOSS WAS LIKELY AS A RESULT OF OUR NEGLIGENCE (SUBJECT TO APPLICABLE LAW) OR THE NEGLIGENCE (SUBJECT TO APPLICABLE LAW) OF OUR EMPLOYEES, AGENTS OR REPRESENTATIVES.

NOTHING IN THIS "LIMITATION OF LIABILITY" SECTION WILL OPERATE, BE CONSTRUED OR INTERPRETED IN ANY WAY TO IMPOSE ANY OBLIGATIONS ON US THAT WE HAVE NOT EXPRESSLY AGREED TO ASSUME IN THIS CERTIFICATE OF DEPOSIT AGREEMENT OR BOOKLET OR LIMIT ANY RIGHTS WE HAVE UNDER ANY OTHER PROVISION OF THIS CERTIFICATE OF DEPOSIT AGREEMENT, THIS BOOKLET OR AS OTHERWISE PROVIDED BY LAW.

Limitation of Our Liability for Pre-authorized Transactions

We will not be liable in the following circumstances:

1. If, through no fault of ours, you do not have enough money in your Account to make the transfer.
2. If the transfer would go over the credit limit on your overdraft line.
3. If the automated teller machine (ATM) where you are making the transfer does not have enough cash.
4. If the terminal or system is not working properly.
5. If circumstances beyond our control (such as fire or flood) prevent the transfer despite reasonable precautions that we have taken.
6. If there are other exceptions contained in our Agreement with you.

Limitation of our liability for Debit Card, Terms of Access to Online Banking and Mobile Banking (as available in your jurisdiction)

NEITHER THE BANK, NOR ANY OTHER INFORMATION PROVIDER, MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING INTERNET BANKING SOFTWARE OR SERVICES, OR BROWSERS INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF THIRD-PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES ARE PROHIBITED BY LAW.

We will not be liable in the following circumstances:

- If through no fault of ours, you do not have enough money in your Account to make the funds transfer;
- If there is not enough money in your Account, in excess of amounts you have specifically pledged to us as collateral, to make the funds transfer;
- If there are not enough available funds in your Account to make the funds transfer;
- If funds in your Account are subject to garnishment or other legal process which prevents the making of the funds transfer;
- If we have, because of your default, exercised our rights against the funds in your Account pursuant to a pledge of those funds you gave us;
- If the funds transfer would cause your overdraft limit to be exceeded;
- If any necessary authorization for completing the Service(s) has been revoked by an operation of law;
- If circumstances beyond our control prevent the funds transfer despite reasonable precautions that we have taken; or

- When using Online or Mobile Banking, if you do not have sufficient funds in your Account to make the payment on the processing date, if the estimate of time to allow for delivery to the payee is inaccurate, or due to delays in mail delivery, changes of merchant address or account number, the failure of any merchant to correctly credit the payment in a timely manner or for any other circumstances beyond our control.

We will also be excused from such liability as a result of your acts or omissions or those of any third party or if you fail to observe the terms and conditions of this Agreement, or our account agreements with you, which relate to such Service(s).

Indemnification

You agree to release us from liability, indemnify and hold us harmless and compensate both us and any third party providing services, processing or settling your instructions for any claim, proceeding, loss, damage, payment, penalty, fine, legal expense (based on the lawyer's fees charged to us) and any other costs, as may be applicable, resulting from:

- Any service performed or refused,
- Any instruction honored, processed, negotiated, settled, changed, canceled, reversed or refused, or your
- Failure to properly provide information or comply with this Agreement or any service agreement,
- Our compliance with any lawful demand by a third party relating to the operation of your Account, Certificate of Deposit or Service including, but not limited to, any demand made in connection with actual or potential legal proceedings, or
- Other events of any kind whatsoever arising from us being your banker.

Where a merchant becomes liable to make any refund to you, we will credit your designated account with the refunded amount only on receipt by us of a properly issued credit voucher or other appropriate verification or authorization of the refund.

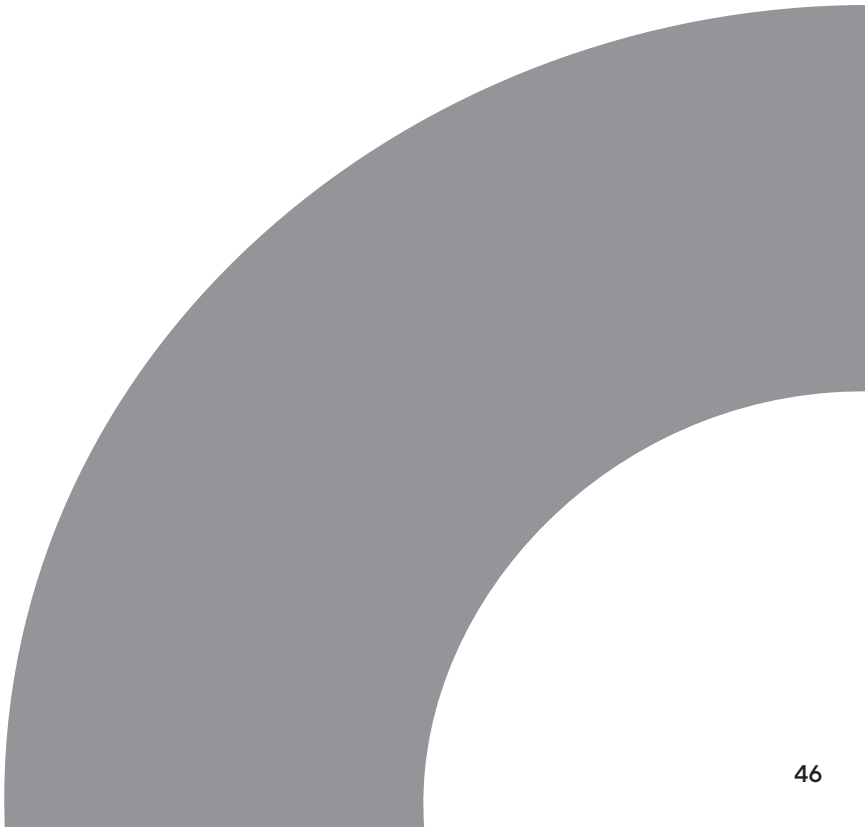
You are responsible for any errors that result from your having incorrectly provided to or selected from us, any account number, dollar amount, or other information required for the operation of the Automated Banking Services. You acknowledge that once you have confirmed the details of a payment, you may not revoke or stop the payment, except in the case of a Customer Service (telephone) or Online Banking Internet Banking postdated payment, you may delete the payment no later than three (3) Business Days before the date the payment is due to be charged to your Account.

You are responsible for notifying us of any changes to or errors in billing account information. You are responsible for effecting these changes to your Account information via Customer Service (telephone) or Online Banking (where these Services are available). We may, at our discretion and without prior notice, refuse a request for authorization of any Oriental Debit Card transaction, and may notify third parties of such refusal as we think necessary. In exercising such discretion, we may take into account in calculating the funds available, any funds, which we may decide, have been credited or debited to your Account.

Our Commitment to You – Satisfaction Guarantee

From time to time we make changes to our Account features, Services, and fees. We will notify you of any upcoming changes to your Account features, Services, and fees, in accordance with legal requirements.

When we make changes, as always, we want to ensure that you select the best Account for your banking needs. If you are not satisfied with the changes made to your Account, you may select an alternate Oriental Bank account.



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