

This *Business Cards Revolving Account Plan Agreement* (the "Agreement") constitutes the agreement between the undersigned business client (the "Company") and Oriental Bank (the "Bank") which governs Company's business credit cards with the Bank. The Company has requested the Bank to grant to it a business revolving credit card plan and to issue business credit cards (each, a "Card") thereunder to directors, officers, employees and agents of the Company authorized by the Company, from time to time, to use the Cards on its behalf (each, an "Authorized User"). The Company and all Authorized Users agree that the following terms will govern use of the Cards and the Company's credit Card account (the "Account"). The Company is responsible for advising each Authorized User about the terms of this Agreement, as applicable to them, and about their respective obligations hereunder.

1. The Company shall pay to the Bank, when due, all amounts, which become due as a result of credit extended and charges incurred pursuant to this Agreement. Subject to the terms of this Agreement and credit availability, extensions of credit may be made in the form of purchases of goods and services (each a "Purchase") or cash advances (each, a "Cash Advance").
2. The Company agrees that each Authorized User will be provided with one (1) Card which shall bear a card number different from that of every other Card. The Bank reserves the right to issue or refrain from issuing a Card to any Authorized User at any time. By designating each Authorized User, the Company represents and warrants to the Bank that such Authorized User is aware of and, along with the Company, has requested the Bank to issue a Card for his/her use.
3. The Account is to be used by Authorized Users only for legitimate business expenses incurred in the ordinary course of their employment or agency with the Company. The Company agrees to limit the use of the Cards by Authorized Users to such expenses and to take all necessary steps to insure that the Cards are used for no other purpose. The Company agrees that it shall be bound by the acts of, and shall pay to the Bank when due, all amounts which become due as a result of credit extended and other charges payable pursuant to the terms of this Agreement including, without limitation, by use of the Cards by Authorized Users.
4. The Company agrees to indemnify the Bank and hold the Bank harmless against any loss incurred by the Bank by reason of the use of the Cards by an Authorized User, which use is not in accordance with paragraph 3 of this Agreement. In addition, the Company shall pay to the Bank any amounts charged to the Account as a result of extensions of credit or charges incurred pursuant to the use of a Card by an Authorized User that is not in accordance with paragraph 3 the same as if the use had been in accordance with paragraph 3.
5. The Cards remain the property of the Bank, which may, without prior notice or liability, revoke them and any and all privileges thereunder at any time. The Company shall surrender the Cards to the Bank immediately upon request, and shall be solely and completely responsible for their possession, use and control. The Company's responsibility for possession, use and control of the Cards shall include, without limitation, the responsibility to retrieve a Card from any person who ceases for any reason (including, without limitation, termination of the person's employment or agency relationship with the Company) to be an Authorized User. The Company agrees that it shall remain liable for extensions of credit and charges incurred pursuant to the use of a Card by a former Authorized User even though that former Authorized User has ceased to have any authority to use the Card.
6. For the purposes of this Agreement, "Unauthorized Use" means the use without authorization of a Card by a person other than an Authorized User or former Authorized User and from which neither the Company nor any Authorized User or former Authorized User received any benefit.
7. The Company agrees to indemnify the Bank and hold the Bank harmless against any loss incurred by the Bank by reason of any Unauthorized Use of the Cards until the Bank receives and has reasonable time to act on a written notice of loss, theft, or possible Unauthorized Use. The Company shall pay to the Bank any amounts charged to the Account as a result of extensions of credit and charges incurred pursuant to any such Unauthorized Use of the Cards which occurs prior to the Bank's receipt of and reasonable time to act on any and all notices of the loss, theft, or possible Unauthorized Use, the same as if the credit had been extended or charges incurred pursuant to use of the Cards by an Authorized User with full authority to use the Cards.
8. The Company shall be liable for the Unauthorized Use of the Cards prior to notification. Notification is to be made to the Bank, to the following address: Dispute Resolution Center, PO Box 31535, Tampa, FL 33631-3535; or by telephone to (877) 541-5739, 24 hours a day. Notice of the theft, loss or possible Unauthorized Use of a Card must be made by the Company no later than sixty (60) days after receipt of the Company's monthly account statement (the "Account Statement"). If notification is properly given by the Company within such sixty (60)-day period, the liability of the Company under this paragraph shall not exceed the sum of fifty dollars (\$50.00).
9. The Company agrees that it shall provide the Bank with a list of Authorized Users and of the credit limit assigned by the Company to each Authorized User ("Individual Credit Limits"), certified by the Company to be true and complete and in a form suitable to the Bank. The Company further agrees that the Bank may rely upon any such list provided by the Company to the Bank until the Bank is notified in writing, in a form suitable to the Bank, at Oriental Bank, Commercial Banking Division, PO Box 195115, San Juan, PR 00919-5115;

setting forth any additions to, deletions from the list, increases or reductions in credit limits, or any other changes in such list and the Bank has had reasonable time to act on such notice. For better protection while a change in Authorized Users or any related information is processed, an authorized representative of Company may contact the Customer Service Area at 1-866-541-5739 and request that any Card or Authorized User intended to be deleted be blocked by the Bank. The Bank reserves the right to identify, as it may deem reasonable, any individual calling on behalf of the Company to request any such blocking and will bear no responsibility or liability for any, damages, expenses, liability or any other consequences of acting or refraining from acting in accordance with such request. In the case of any deletions, any and all Cards in the possessions of the person(s) being deleted as an Authorized User must be returned by the Company with the notification of such elimination. If the Company is unable to return the Card(s), the Bank reserves the right to close the Account. The Bank may also charge the Company for any costs incurred in retrieving the Card(s), including the cost of placing the Card(s) on a restricted list.

10. Neither the Company nor any Authorized User shall incur in charges that are: (a) in excess of the credit limit authorized to the Company ("Company's Credit Limit") as assigned by the Bank from time to time under this Agreement; or (b) in excess of the subject Authorized User's Individual Credit Limit as assigned by the Company within the Company's Credit Limit as notified to the Bank from time to time under the provisions of paragraph 9 above. The Company agrees that if the Company's Credit Limit or any Individual Credit Limit exceeds at any time the Company's Credit Limit, the Card(s) may be revoked at the Bank's discretion, and the Card(s) shall be surrendered upon the Bank's request. The Bank may elect to cancel only the Card of the particular Authorized User who exceeded his or her Individual Credit Limit, in which case the Company shall be responsible for surrendering said Card upon the Bank's request.
11. The Company will pay to the Bank, at the Bank's offices, the minimum payment indicated in the monthly Account Statement ("Minimum Payment"). The Minimum Payment is calculated as indicated below:

**Business –2% of the balance or \$20, whichever is greater, provided that, if the balance were less than \$20, then the Minimum Payment will be the total balance.**

The Company shall pay monthly, at least, the Minimum Payment on or before the Payment Date as set forth in the periodic Account Statement. The Company can pay at any time, in full or in part, the new balance amount, which appears in the monthly Account Statement, but never less than the amount of the Minimum Payment that appears on said statement. The balance on any overdue payments and the balance in excess of the established line of credit will be considered due and payable immediately without any further request or notification.

12. All amounts received from the Company as payment to its Account shall be applied in the following order: (a) to FINANCE CHARGES on Cash Advances; (b) to FINANCE CHARGES on Purchases, (c) the excess will be applied to the outstanding balance subject to the highest annual percentage rate ("APR"). Whenever the amount of any payment made by the Company to its Account during a cycle exceeds the required Minimum Payment for that cycle, the excess will be allocated to most pressing indebtedness which is the balance of Cash Advances or Purchases, that is costing the Company most in terms of FINANCE CHARGES. Any payment in excess of the outstanding balance will remain as a credit in favor of the Company.
13. In the case of returned items and adjustments of Purchases, the Company shall accept a credit to its Account in lieu of cash reimbursements.
14. The Bank may, at its option, declare the total balance of the amount immediately due and payable upon the occurrence of any of the following conditions: (a) when the Company defaults in the payment of three (3) consecutive installments; (b) when the Company defaults in the payment of one or more overdue installments, if on two (2) or more prior occasions it had defaulted on two (2) or more consecutive installments and on said occasions the overdue installments were fully satisfied; (c) when the Company, after having defaulted on one (1) or more consecutive installments, makes a partial payment on the overdue amount and, after such partial payment, resumes timely payment of future installment, but continues in default with respect to the remaining overdue amount during three (3) consecutive installments after the date of such partial payment; (d) when the Company or any Authorized Person exceeds their credit limit; (e) when there is any material adverse change in the financial condition of the Company; (f) when the Company becomes insolvent or unable to pay its debts as they mature or files a voluntary petition in bankruptcy, or takes any action indicating acquiescence to an involuntary bankruptcy petition. The provisions contained in this paragraph shall not be deemed to limit in any way the Bank's rights under paragraph 5 above.
15. FINANCE CHARGES will be computed over the average daily balance of Purchases (including current transactions) and Cash Advances (each a "Transaction Type") in your Account during the billing cycle. The FINANCE CHARGE will be variable and may change for each billing period. FINANCE CHARGES will appear on each Account Statement and will be computed as follows: ANNUAL PERCENTAGE RATE ("APR")- The Bank will determine the APRs based on the United States preferential rate published by the United States Federal Reserve Bank ("Prime Rate"). The APR applicable to each Transaction Type will be determined by

adding to the Prime Rate the margin applicable to the relevant Transaction Type. If the Federal Reserve Bank ceases to publish the Prime Rate, we will select a similar index as may be permitted by applicable law or regulation. **Purchases-** The APR on Purchases will be determined by adding the Prime Rate to a margin that may fluctuate between 4% and 7% depending on the Company's credit capacity at the time of approval of the Account application; provided that this APR will never be less than 9.99%. To determine the periodic rate for the cycle (the "PERIODIC RATE"), the APR must be divided by 12. This PERIODIC RATE will never be less than 0.8325%. **Cash Advances-** The APR on Cash Advances will be determined by adding the Prime Rate to a margin of 13.99%; provided that this APR will never be less than 19.99%. To determine the PERIODIC RATE applicable to Cash Advances, the APR must be divided by 12. This PERIODIC RATE will never be less than 1.6658%. **Variable Rates-** The APRs and, therefore, the PERIODIC RATES applicable to each Transaction Type are variable. Accordingly, they may increase or decrease with changes in the Prime Rate. Any increase in the Prime Rate will be effective from the first day of the next billing cycle following the date of the change in the Prime Rate. An increase in the Prime Rate could represent an increase in the APRs and in the Minimum Payment. In addition, from time to time the Bank may change the margins applicable to each Transaction Type as permitted by law or regulation. This may also result in changes to the APRs, PERIODIC RATES, and the Minimum Payment. Any change in the FINANCE CHARGE will apply to the balance in your Account and to the new transactions during the billing cycle. **Balance on which FINANCE CHARGES are computed-** The Bank uses the average daily balance to compute FINANCE CHARGES. To obtain the average daily balance corresponding to each Transaction Type, takes the beginning balance for the subject Transaction Type each day, adds any new Purchases (for the calculation of the average daily balance of Purchases) or Cash Advances (for the calculation of the average daily balance on Cash Advances) and miscellaneous debits charged to the Account during the day, and subtracts any payments and credits made during the day. This gives the daily balance during the billing cycle with respect to each Transaction Type. Then, the Bank adds up all the daily balances for the billing cycle for each Transaction Type and divides the respective totals by the number of days in the billing cycle. This gives the average daily balance ("Average Daily Balance"). **Computation of FINANCE CHARGES-** The FINANCE CHARGES for each Transaction Type is computed by applying the PERIODIC RATE applicable to the relevant Transaction Type to the Average Daily Balance corresponding to the relevant Transaction Type. Purchases will be charged from the date on which the Bank pays the merchant or entity providing the goods or services. However, NO FINANCE CHARGES will be charged for any billing cycle in which there is no previous balance provided that the total Account balance (including Purchases made during the billing cycle is received by the Bank on or before the payment due date). There will be no grace period on Cash Advances. FINANCE CHARGES on Cash Advances will be charged from the date on which the Cash Advance is disbursed until they are fully paid. The applicable PERIODIC RATE, APR and FINANCE CHARGE may vary, from time to time.

16. Other Charges: The Company shall pay the Bank a the following charges:

**Annual Fee (non-reimbursable):**

<b>Business –</b>	<b>\$100.00, regardless of the number of cards in the Account.</b>
<b>Returned Check Fee</b>	<b>\$10.00</b>
<b>Late Fee</b>	<b>Up to \$35.00</b>
<b>Cash Advance Fee</b>	<b>2% of Amount (minimum \$2; maximum \$10)</b>

17. The Bank may accept payments or partial payments which include the phrase "full payment" and/or words to that effect, without impairing or losing its right to collect the outstanding balance on the Account.
18. The Bank will not be responsible or liable in any manner if any Purchases or Cash Advances are not authorized by the Bank or a third party, even if there is credit available in the Company's Credit Limit. The Bank may limit the number of Purchases or Cash Advances at any given moment. If the Bank detects unusual or suspicious activity in the Account, it may suspend temporarily the Company's Credit Limit in the Account, until the legitimacy of such transactions have been verified. The Bank may approve Purchases or Cash Advances that exceed the Company's Credit Limit, without waiving any of its rights under this Agreement.
19. The Company shall designate a person (the "Representative") to receive on its behalf all correspondence from the Bank in connection herewith, including without limitation, all monthly Account Statements, Credit Cards and PIN numbers. Notwithstanding, the provisions of paragraph 8 above, the Company agrees to indemnify and hold the Bank harmless from any and all liability expense, suit, claim, fine or action that shall result from the Representative's fraudulent or negligent act or omission in the performance of his or her duties under this paragraph and from the acts and omissions by any and all Authorized Users.
20. The Company agrees to provide to the Bank, at the Bank's, request a true copy of its Corporate Resolutions, By-laws, Certificate of Incorporation, Deed of Constitution of Partnership or Power of Attorney, and any other pertinent document that the Bank may require from time to time, including, without limitation, annual audited financial statements and year-end statements.

21. The Bank may amend this Agreement unilaterally, which amendment will be effective forty five (45) days after mailing notice thereof to the Company's last known address, as it may appear on the Bank's records unless otherwise expressly stated in the notice.
22. The Bank reserves the right to require the Company to provide a third party guarantee who/which shall be subject to approval by the Bank.
23. Failure by the Bank to exercise any of its rights under this Agreement or under applicable laws and/ or regulations will not constitute a waiver of such rights.
24. Neither the Bank nor any other person or entity will be liable to the Company or to any Authorized Person for failure to honor the Card. The term "Card," as used in this Agreement, will be understood in the plural sense when the Bank shall have issued more than one Card to the Company.
25. This Agreement shall be interpreted in accordance with the laws of the United States Virgin Islands and any applicable federal law of the United States. Should any clause or provision of this Agreement be declared null or void under any such applicable law, such eventuality will not affect the validity or enforceability of the remaining clauses and provisions of this Agreement.
26. The Bank may at any time, and without notice to the Company, sell, assign, or transfer the Company's Account(s), any sums due on those Accounts, this Agreement, or the Bank's obligations under the Company's Account or this Agreement to any person or entity. The person or entity to whom the Bank makes any such sale, assignment or transfer shall be entitled to all of the Bank's rights and/or obligations under this Agreement, to the extent sold, assigned or transferred.
27. The term "Company," as used herein, shall refer to a corporation, partnership, association, limited liability company, or individual doing business under a commercial name ("d/b/a").
28. Federal law under section 326 of the USA Patriot ACT requires that any financial institution obtain, verify, and record information that identifies any individual or entity that opens an account or credit relationship. This means that when you open an account or credit relationship, we will ask you, your name, address, date of birth and other information that will allow us to identify you. We will also ask you to show us your driver's license or other identification documents.

Signature of the Company's

Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Name and Address of the Company: \_\_\_\_\_ Zip Code \_\_\_\_\_

Date: \_\_\_\_\_

Signature of

Bank's Representative: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_