



Deposit Account Agreement

(Effective September 1, 2015)

Welcome to Banamex USA. This booklet, your signature card, the Schedule of Accounts and Fees, and (if applicable) the cash management agreements and deposit disclosures that you receive when you open your account, represent our agreement with you and contain important information about your account. Please read them carefully. By signing our signature card, requesting an account, or maintaining an account, you acknowledge that you have reviewed, understand and agree to be governed by these terms. Your attention is directed to the Judicial Reference provision on page 21. If a dispute arises between us, you or we may require that it be resolved through judicial reference, rather than by jury trial.

INTRODUCTION

Terms. In this booklet, the words “you” and “your” refer to the owners and authorized signers of an account; “we,” “us” and “Bank” refer to Banamex USA.

Our Relationship. Unless otherwise expressly agreed 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. We owe you a duty of ordinary care. 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 shall not impose a higher standard of care than otherwise would apply in their absence. There are no third party beneficiaries to this Agreement.

Identification. To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens an account. When you apply for an account or as part of our duties and obligations to comply with governing laws and regulations, we will ask for information that will allow us to identify you. We may also ask for your driver’s license or other identifying and related documents, as applicable.

DEPOSITS

Source. We may give cash back to any Authorized Signer in connection with items payable to any owner, whether or not the items have been endorsed by the owner. If you make a deposit or payment that is not accompanied by instructions indicating how or where it is to be credited, we may apply it at our discretion to any loan or deposit account any of you maintains with us. If you deposit funds belonging to third parties in an analyzed account, you represent that your use of any related earnings credit will not violate any law, regulation, obligation, or agreement with such parties. Credit for deposits of, or payable in, foreign currency, will be at the exchange rate in effect at the time of final settlement in U.S. dollars.

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. If you deposit an item that bears the endorsements of more than one person or persons who are not known to us, we may refuse the item, require all endorsers to be present, or require that the endorsements be guaranteed by another financial institution acceptable to us before we accept the item.

Items Sent For Collection. We and other institutions may refuse to accept a check or other item for deposit or may accept it on a collection basis only. This often occurs with foreign, questionable or damaged items. If we accept an item for collection, we will send it to the institution upon which it is drawn, but will not credit your account for the amount until we receive the funds from the other institution. If we elect to credit your account before then, we may charge the amount back against your account if we do not receive payment for any reason. We may impose a fee in connection with sending and receiving items for collection (e.g., by charging your account or deducting the fee from the amount remitted). Other institutions that send or receive items for collection involving your account also may impose a fee for their services.

Verification and Collection. Any item that we cash or accept for deposit is subject to later verification and final payment. We may deduct funds from your account if an item is lost, stolen or destroyed in the collection process, if it is returned to us unpaid, or if it was improperly paid, even if you have already used the funds. Cash deposits also are subject to later verification.

Cashing Checks for Others. You should not use your account to cash checks for others who are not well known to you. We generally do not cash third party checks. If we do elect to make funds provisionally available to you for such items, you remain responsible for any loss that occurs if the check is returned to us for any reason (e.g., because it is counterfeit). Our employees cannot promise that checks drawn on or issued by other institutions, including cashier’s checks, will be paid.

ACH Provisional Credits. Credit for an automated clearing house (“ACH”) transfer is provisional until final payment is received by the payee’s financial institution. Until that happens, the party originating the transfer is not deemed to have made payment to the payee, and the payee’s bank is entitled to a refund of the provisional credit. If we give you provisional credit for an ACH transfer, but do not receive final payment, you become obligated to us for the full amount without prior notice or demand.

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EFFECTIVE SEPTEMBER 1, 2015

Notice of Incoming Transfer. We are not required to give you a separate notice of our receipt of an ACH transfer. If we accept ACH credits to your account, you will receive notice of the credit on your next regular periodic statement. Although we may send notice of a non ACH incoming funds transfer (e.g., a wire), we assume no obligation to do so. Transfers to your account will be reflected on your regular periodic statement. You also can contact the Bank's Customer Service Department during normal business hours to determine if a transfer has been credited to your account or, for Bank@net customers, access the information at any time.

FUNDS AVAILABILITY

Your Ability To Withdraw Funds. Our policy is to make funds from your cash and check deposits available to you on the first Business Day after the day we receive your deposit. Electronic direct deposits will be available on the day we receive the deposit. Once they are available, you can withdraw the funds in cash and we will use the funds to pay checks that you have written. Please keep in mind, however, that after we make funds available to you, and you have withdrawn the funds, you are still responsible for checks you deposit that are returned to us unpaid and for any other problems involving your deposit.

For determining the availability of your deposits, every day is a "Business Day" except Saturdays, Sundays, and federal holidays. If you make a deposit during posted branch hours on a Business Day that we are open, we will consider that day to be the day of your deposit. However, if you make a deposit after posted branch hours or on a day we are not open, we will consider that the deposit was made on the next Business Day we are open.

Longer Delays May Apply. Funds you deposit by check may be delayed for a longer period under the following circumstances:

- We believe a check you deposit will not be paid.
- You deposit checks totaling more than \$5,000 on any one day.
- You redeposit a check that has been returned unpaid.
- You have overdrawn your account repeatedly in the last six months.
- There is an emergency, such as failure of computer or communications equipment.

We will notify you if we delay your ability to withdraw funds for any of these reasons, and we will tell you when the funds will be available. They will generally be available no later than the seventh business day after the day of your deposit.

Special Rules For New Accounts. If you are a new customer, the following special rules will apply during the first 30 days your account is open. Funds from electronic direct deposits to your account, wire transfers, and deposits in cash will be available on the day we receive the deposit. Funds from the first \$5,000 of a day's total deposits of cashier's, certified, teller's, traveler's, and federal, state and local government checks will be available on the first business day after the day of your deposit if the deposit meets certain conditions. For example, the checks must be payable to you. The excess over \$5,000 will be available on the ninth business day after the day of your deposit. If your deposit of these checks (other than a U.S. Treasury check) is not made in person to one of our employees, the first \$5,000 will not be available until the second business day after the day of your deposit. Funds from all other check deposits will be available on the ninth business day after the day of your deposit.

Holds on Other Funds. If we cash a check for you that is drawn on another bank, we may withhold the availability of a corresponding amount of funds that are already in your account. Those funds will be available at the time funds from the check we cashed would have been available if you had deposited it. If we accept for deposit a check that is drawn on another bank, we may make funds from the deposit available for withdrawal immediately, but delay your availability to withdraw a corresponding amount of funds that you have on deposit in another account with us. The funds in the other account would then not be available for withdrawal until the time periods that are described elsewhere in this disclosure for the type of check that you deposited.

INTEREST ON DEPOSITS

Interest Rates. Interest rates paid on our accounts are determined by our management, based on market conditions and other business factors. Except for time deposits (which earn the same interest rate through maturity), the interest rate and Annual Percentage Yield on deposits can change as often as daily, at our discretion, without prior notice to you. For current rates, please visit our office or contact us at 1-800-222-1234 (from the United States) or 01-800-111-1234 (from Mexico).

The interest may be lost on some accounts if the account is closed prior to the end of the statement period or the regular interest payment date.

Interest Calculations. Interest begins to accrue on the Business Day you deposit non-cash items (for example, checks).

We use the daily-balance method to calculate the interest on interest-bearing accounts except time deposits. This method applies a daily periodic rate to the principal and accrued interest in the account each day. For time deposits, we calculate interest only on the principal in the account each day.

Payment of Interest. Depending on the account, interest may be credited to your account at the end of your monthly or quarterly cycle or at maturity. Interest is paid through the last day of each payment period and to, but not including, the maturity date. Accrued but unpaid interest will not be paid on accounts that are closed prior to the end of the statement period or the regular interest payment date (see special rules for early withdrawals of time deposits).

Matured Time Deposits. At maturity, certain time deposits accounts will automatically renew for a new term at the rate then in effect for accounts of the same type, amount and duration. Automatically renewable time deposits of 30 days or longer have a 10 calendar day grace period after maturity during which a withdrawal can be made without penalty on such accounts. Time deposit accounts which do not automatically renew will stop earning interest at maturity. We reserve the right to change the rate of interest for automatically renewable accounts at each renewal period. If we elect not to permit the renewal of an automatically renewable time deposit, we will notify you in advance. Unless specifically stated otherwise, any bonus or special promotion we are offering will not apply to automatically renewing time deposits.

WITHDRAWALS

Authorized Signers. Your signature card or account opening records identify who is authorized to make withdrawals, write checks, transfer funds, stop payments, obtain ancillary services (e.g., electronic fund transfer services or wire transfers), and otherwise give us instructions regarding your account. Although your signature card or account opening records may indicate that more than one signature is required on checks and for the withdrawal or transfer of funds, that notation is principally for your own purposes. We do not assume a duty to enforce multiple signature requirements. As such, we assume no duty to confirm that two or more (or any combination) of authorized signers have approved any transaction. Unless we enter into a separate written agreement to the contrary, we may act upon the instructions of any one authorized signer. Although we may attempt on occasion to enforce the multiple signature requirement shown on your signature card or account opening records (e.g., by refusing to permit a transaction by less than the stated number of authorized signers), we may cease doing so at any time and without prior notice to you.

We may pay any check that bears a signature or endorsement (including a facsimile signature) resembling an authorized signature on file with us. You agree that signatures by your authorized agents (e.g., persons acting under a power of attorney) are valid, even if the principal agent relationship is not indicated on the check or instruction.

We may honor checks drawn against your account by authorized signers, even if the checks are made payable to them, to cash, or for deposit to their personal accounts. We have no duty to investigate or question withdrawals or the application of funds.

Requirements. We may refuse to pay any check that bears a signature that (in our opinion) does not satisfactorily compare with the specimen signature on file with us. All checks written on your account must be drawn in U.S. Dollars. If your checks are presented for payment or acceptance on a weekend, a holiday, or after our processing cutoff hour, we may treat them as if we had received them on the next business day.

Order of Payments. We may process your checks, ATM transactions, point-of-sale payments and other transactions in any order we choose.

Although we generally pay smaller transactions (checks, ATM transactions, point of sale payments and other transactions) first, rather than in the order in which they were presented, we are not obligated to do so, and we may change the order in which we process your transactions without prior notice to you. Checks can sometimes be converted to automated clearing house (ACH) transactions, and in that case they are processed as part of, and in the order of, ACH transactions and will not be processed with other checks. Paying smaller checks and other transactions first can result in increased fees in some cases. If you want to avoid nonsufficient fund (NSF) charges and the possibility of returned items, you should ensure that your account contains sufficient collected funds for each of your transactions.

Discrepancies. If there is a discrepancy in a check you have written between the amount in numbers and the amount in words or embossed numbers, we may utilize either amount in paying the item or may dishonor the item, without liability.

Limitations. We may require non-customers to present suitable identification, including a fingerprint, in connection with a transaction.

Certain accounts are subject to transaction limitations (see "Money Market Deposits and Savings Accounts" on page 13) and penalties for early withdrawal (see "Time Deposit Early Withdrawal Penalties on page 14). We may refuse to honor any withdrawal or order if funds on deposit are insufficient or unavailable to cover the request or order or there is a dispute or question as to the ownership of account funds.

You may not use your account or any account-related service to conduct Internet gambling transactions or any activity that would violate applicable law, such as the Unlawful Gambling Enforcement Act of 2006 (UJGEA) and Regulation GG.

We reserve the right to change your account type and the services available pursuant to your account type, at any time in our discretion, pursuant to the Amendments/Changes in Account

Terms paragraph herein.

Advance Notice. As required by federal law, we reserve the right to require 7 days advance written notice of an intended transfer or withdrawal of funds from any savings account, money market deposit account, or interest-bearing checking account. We currently do not exercise this right and have not exercised it in the past.

Electronic Presentment/Posting. We may charge your account on the day that a check or other transaction is presented (or returned) to us directly or electronically for payment. We may charge your account or place a hold on funds at an earlier time if we receive notice that a check or other item deposited to your account is being returned, or if we receive notice that your check or electronic payment (e.g., at a point-of-sale) is being processed for collection. Please note: Some merchants may obtain authorizations in advance for point-of-sale transactions in an amount greater than the final transaction amount. You agree that we may place a hold on sufficient funds to cover the amount of the authorized transaction, pending its final settlement through the system, even if that amount exceeds the actual amount of the transaction. This could affect the balance available to cover other transactions.

ACCOUNT LIMITATIONS

Deposits. We may refuse to accept a deposit or an addition to an account, limit its size, or return all or part of it to you. We reserve the right to limit the amount of funds that may be maintained in an account.

Cash Withdrawals. Cash withdrawals or payments may be restricted due to the limited amount of currency on hand. If we do not have sufficient cash for a large withdrawal or payment, we may make arrangements for a later cash payment or offer to make payment with a Bank check. We assume no responsibility to provide personal protection for customers who elect to carry large sums of money off our premises.

Money Market Deposit and Savings Accounts. Transactions involving these accounts are limited by law. You may only make up to six withdrawals and/or transfers each monthly statement cycle by check (for accounts with check privileges), preauthorized or automatic transfer (e.g., automatic payments to an insurance company), draft, point-of-sale ATM and debit card transaction, telephone and/or electronic banking. If you exceed this transaction limitation, we may refuse to honor the excessive transactions, remove your transfer privileges, close the account without prior notice, convert it to another type of account, and/or impose a fee for exceeding such limitation. Note: We count checks for purposes of the transaction limitation as of the date we post them to your account (not as of the date you write them). As such, a check you write during one statement period may not be counted until a subsequent statement period. We may refuse or limit telephone and mail withdrawals, at our discretion. The law does not limit the number of withdrawals you can make in person at your account branch or at an ATM. Nor is there any limit on the number of deposits that can be made to your account each month (e.g., in person or by preauthorized or automatic transfer) or on loan payments you make to us.

Time Deposits – Early Withdrawal Penalties. Unless our written agreement with you says otherwise, you do not have a right to make early or partial withdrawals from, or additional deposits to, an existing time deposit. If we consent to an early withdrawal, the following penalty will be assessed: for terms of 89 days or less, all accrued interest (with a minimum of seven days interest) on the amount withdrawn; for terms of 90 through 179 days, an amount equal to 90 days' interest on the amount withdrawn; for terms of 180 days and above, an amount equal to 180 days' interest on the amount withdrawn. To the extent necessary to comply with these requirements, deductions may be made from the amount withdrawn or the remaining account balance. We may elect not to impose the penalty described above for a withdrawal of principal following the death or adjudication of incompetence of any account owner if the account was opened before such adjudication and not extended or renewed after that date.

Security. The Bank may deny access to you, or deny your ability to transact a specific transfer or conduct a specific activity, without prior notice for any reason, including if the Bank believes such action is necessary for security reasons. Security reasons may include the Bank's being unable to confirm, to our satisfaction, your authority, or if the Bank believes such action jeopardizes our Security Measures. Our "Security Measures" may include, but are not limited to, authorization and authentication of you and others acting on your behalf, your security codes, your security tokens, your telephone authorizations, your communications (whether electronic or through facsimile, email or telephone) and the Bank's internal confirmation and review of your transaction(s) and account(s).

FEES

Our Schedule of Accounts and Fees describes the most frequently encountered fees associated with our accounts and services. Some services are negotiated separately and may be subject to other written agreements with us. Information on fees for services not covered by the Schedule is available upon request. In addition to fees, you agree to pay for all taxes, tariffs and assessments levied or imposed by any government agency in connection with your account or account-related services (excluding any income tax payable by us).

If an average balance is required to avoid a fee on your account, the average balance is calculated by adding the end-of-day collected balance for each day of the period and dividing that figure by the number of days in the period.

Monthly service charges are earned the first day of the statement period and collected on the last day of the statement period. Service charges are not prorated for partial months. Certain fees may change without specific notice to you. Account owners must promptly pay the fees and charges associated with their accounts and services, and are jointly and severally liable for such fees. We may deduct account fees automatically from your accounts.

ELECTRONIC BANKING

The following terms apply to electronic fund transfers governed by the Electronic Fund Transfer Act. "Electronic Funds Transfers" ("EFT") means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- International wire transfers from a consumer account
- Automated Clearing House (ACH) transactions
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone

Non-EFT transactions would include: transfers related to bona fide trust and custodial accounts; domestic Fedwire and similar network. Any authorized signer on an account may apply for electronic fund transfer services on behalf of all authorized signers. Once an electronic fund transfer service is established, any authorized signer on your account may act alone in conducting electronic fund transactions, regardless of the number of required signers indicated on the account's signature card.

Electronic Check Conversion. You may authorize a merchant or other payee to make a one-time electronic payment from your checking account using information from your check to pay for purchases or pay bills.

Automated Teller Machine ("ATM") and Point-of-Sale ("POS") Card. You can perform the following transactions with an ATM card, depending on the accounts and services associated with your card:

- Withdraw cash from your checking or savings account;
- Transfer funds between your checking and savings accounts;
- Pay for purchases at merchants who have agreed to accept our card; and
- Obtain account balance information. [Note: Balance information may not reflect recent transactions, and may include funds that are not available for immediate withdrawal.]

Some of these services may not be available at all terminals, and all payments are subject to later verification by us. Your card has access to the account(s) which you designate when you apply for the card. If your card has access to two accounts, you will have to select one checking or money market checking account as your primary account. Your card can give you access to your checking or money market checking, or any one of them plus your savings account.

Your card can be used at ATM and POS terminals that are part of the networks in which we participate. Your card cannot be used to transfer money into or out of your account without a personal identification number ("PIN") at ATMs and POS terminals.

When you use your card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your account for the amount indicated by the merchant. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your account for the correct amount of the final transaction, however, and we will release any excess amount when the transaction finally settles.

ATM Safety. You agree to exercise discretion when using ATMs. If there are any suspicious circumstances, do not use the ATM. If you notice anything suspicious while transacting business at the ATM, cancel the transaction, pocket your card and leave. Be careful when using the ATM and be aware of the surroundings, especially at night or in isolated areas. Park near the ATM in a well-lit area. At night, have someone accompany you when possible. Do not approach a dark ATM. Do not accept assistance from anyone while using the ATM. Don't display your cash; pocket it and count it later in the safety of your office or home. Be sure to save your transaction slips. Check them against your statements regularly. Prepare deposits at home to minimize your time at the ATM. Make sure you safeguard your PIN — do not write it on your card or carry it in your wallet or purse. Always secure your card just like you would your cash, checks and credit cards. Report all crimes to the ATM operator and local law enforcement officials immediately. We do not guarantee your safety while using the ATM.

Card and PIN Security. You agree not to disclose or otherwise make your card or PIN available to others without our prior written consent. For security reasons, you agree not to write your PIN on your card or keep it in the same location as your card. You agree to return your cards to us upon our request.

For your protection, we encourage you to periodically change your PIN. You can change your PIN at any time:

- At any proprietary Banamex USA ATM.
- At any Banamex USA branch in the United States.
- Through Banamex USA Interactive Voice Recognition (IVR) system.

If you are unable to change your PIN at an ATM or through Banamex USA IVR, you may contact Banamex USA Customer Service to request a new PIN mailer.

Refunds On Purchases. Cash refunds will not be made to you for purchases made with your Card. If a merchant gives you a credit for merchandise returns or adjustments, it may do so by processing a credit adjustment, which we will apply as a credit to your checking account.

Foreign Check Card Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard and Visa currently use a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets on or one day prior to its central or transaction processing date (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We will impose a charge equal to a percentage of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the 50 United States. For the current percentage, see our Schedule of Accounts and Fees.

Preauthorized/Automatic Transfers. Pre-authorized electronic fund transfers may be made to your account from a third party (e.g., Social Security, a pension fund or your employer) or from your account to a third party (e.g., recurring mortgage or insurance payments through the Automated Clearing House). Pre-authorized transfers do not include: (a) transactions initiated by check, draft or similar paper instrument, (b) transfers to or from business or other non-personal accounts, (c) individual transfers we initiate under an agreement with you, but without your specific request (e.g., automatic savings and automatic loan payments to us from your account), or (d) transfers initiated by telephone. Please note: If federal recurring or other electronic payments are made into your account, the payments may be affected by a change in account status or transfer (e.g., to another account). If you plan to transfer your account or change its status, please speak with us in advance about the impact the change may have on your electronic fund transfer services.

Limitations. Certain transaction limitations are imposed on Money Market Deposit and Savings Accounts (see page 13). The maximum amount that you can purchase at point-of-sale terminals or withdraw in cash each day is set for in the Schedule of Accounts and Fees. For security reasons, there may be times when we further limit the amounts available for point-of-sale purchases or ATM withdrawals that are set forth in the Schedule of Accounts and Fees. In addition, please note that different limitations may apply at terminals that are not owned and operated by us. As noted above, you may not use your card or account to conduct Internet gambling transactions.

When you use your card or PIN to initiate a transaction at certain merchants (e.g., gas stations, hotels, restaurants, and car rentals), the merchant may request a verification of the Card's validity and authorization for the transaction. You agree that we may place a temporary hold on your account for the amount specified by the merchant, even if the amount exceeds your ultimate transaction. The funds held will not be available to you for any other purpose. Any excess will be released later when the transaction is settled through the system. We are not responsible or liable to you if a transaction is charged to your account before a hold expires or if the amount of the hold placed for a reported transaction exceeds the amount of the actual transaction charged to your account.

Error Resolution and Notice Procedures for Claims or Questions concerning an International Wire Transfer initiated from a Consumer Account on or after October 28, 2013. If you think there has been an error or you need more information about your transfer, you must contact Banamex USA within one hundred and eighty (180) days of the date indicated by Banamex USA that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address, and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found). Banamex USA will determine whether an error has occurred within ninety (90) days

after you contact Banamex USA. If Banamex USA determines that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, (we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

Error Resolution and Notice Procedures for all other Electronic Fund Transfers

Call us at the number or write us at the address described above as soon as you can if you think your statement or receipt is wrong or if you need more information about an electronic transaction. We must hear from you no later than sixty (60) days after we sent the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
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. 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 provisionally credit your account.

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) days to investigate your complaint or question. If we decide to do this, we will provisionally 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.

For new accounts (where the notice of error involves an electronic funds transfer to or from your account, that occurred within thirty (30) days after the first deposit to the account was made), we can take up to twenty (20) Business Days to determine whether an error occurred and up to twenty (20) days to provisionally credit your account for the amount you think is in error. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. For errors involving point-of-sale or foreign-initiated transactions, we may also take up to ninety (90) days to investigate your complaint or question.

NOTE: If the error concerns an ATM network transaction, be sure to contact Banamex USA — not the financial institution that operates the machine.

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

Our Responsibility to You

If we do not complete a transfer to or from your account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (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 your account limit;
- (3) If the automated teller machine where you are making the transfer does not have enough cash and you continue to request the transfer when you know the ATM does not have sufficient cash;
- (4) If the automated teller machine or POS terminal was not working properly and you knew about the breakdown when you started the transfer;
- (5) If circumstances beyond our control (such as fire or flood or other conditions listed under "Limitation of Liability") prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreements with you, such as:
 - a. if we fail to stop payment on an automatic recurring transfer as you requested, but we did not receive your stop payment instructions at least three business days before the transfer was scheduled to be made, or
 - b. if, through no fault of ours, the money in your account was attached, subject to legal process or was blocked in some other way, or
 - c. if you are trying to defraud us.

RECORD OF YOUR TRANSACTIONS

Receipts. You can get a receipt at the time you make any transfer to or from your account using one of our ATMs. All ATM transactions are subject to later verification by us.

Preauthorized Credits. If you have arranged to have direct deposits made to your account at least once every 60 days from the same person or company, you can call our bilingual Customer Service Department to find out whether or not the deposit has been made.

Account Statements. You will get a monthly account statement for checking and money market accounts. You will get a quarterly statement for savings accounts, unless you transacted an

electronic funds transfer transaction using your savings account, in which case you will receive a statement on the next monthly statement cycle following the date of such transaction.

Varying Preauthorized Transfers. If you have arranged in advance to make regular payments out of your account and they may vary in amount, the person you are going to pay will tell you 10 days before each payment when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set.

Our Liability For Failing To Make Transfers. If we do not complete an electronic fund transfer to or from your account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. There are some exceptions, however. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough available funds in your account to make the transfer;
- Circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption or a natural disaster) or a rolling blackout prevent or delay the transfer despite reasonable precautions taken by us;
- The system, ATM or POS terminal was not working properly and you knew about the problem when you started the transaction;
- The funds in your account are subject to legal process, an uncollected funds hold or are otherwise not available for withdrawal;
- The information supplied by you or a third party is incorrect, incomplete, ambiguous or untimely;
- We have reason to believe the transaction may not be authorized by you; or
- The transaction cannot be completed because your card is damaged.

There may be other exceptions stated in our agreement with you.

Your Liability for Unauthorized Electronic Fund Transfers. Tell us AT ONCE if you believe your card or PIN has been lost or stolen or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account (plus your maximum overdraft line of credit). If you tell us within two Business Days after you learn of the loss or theft of your card or PIN you can lose no more than \$50 if someone used your card or PIN without your permission. If you do NOT tell us within two Business Days after you learn of the loss or theft of your card or PIN and we can prove we could have stopped someone from using your card or PIN without your permission if you had told us, you could lose as much as \$500. [Note: This \$500 liability provision does not apply to debit cards issued to California account holders.]

For Visa Card customers: Unless we determine that you were grossly negligent or fraudulent in the handling of your account or card, you will not be liable for the \$50 or \$500 amounts described above for transactions with a Visa debit card processed over the Visa network (excluding ATM transactions).

If your statement shows transfers that you did not make, including those made by card, PIN or other means, you must tell us at once. If you do not notify us within 60 days after the statement was made available to you, or otherwise delivered to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had notified us in time.

If a good reason (such as a long trip, a hospital stay, or the illness of a family member) kept you from notifying us, we will extend the time periods.

Business and Non-Personal Accounts.

The provisions in this Electronic Fund Transfers section dealing with “Our Liability for Failing to Make Transfers,” “Your Liability for Unauthorized Electronic Fund Transfers,” and “In Case of Errors or Questions About Your Electronic Fund Transfers” (and related provisions on the back of periodic statements) do not apply to business or other non-personal accounts. You should notify us immediately if you discover any unauthorized transactions or errors involving your card or account. You must send us a written notice of the problem within a reasonable time, not to exceed 14 days from the date of discovery or your receipt of the first statement or notice reflecting the problem, whichever occurs first.

You are liable for all unauthorized transactions made with your debit card or the PIN associated with your card that occur prior to the time you notify us to cancel your card, that an unauthorized transaction has taken place, or that your card or PIN has been lost or stolen. There is one exception to this liability:

For Visa debit card customers: Unless you are grossly negligent or fraudulent in the handling of your Visa debit card or account, you will not be liable for unauthorized signature-based debit card transactions processed through the Visa network.

It is important that you review your statements closely, however. If you fail to notify us of unauthorized transactions within 60 days of the date of the first statement showing

unauthorized activity, you will be liable for unauthorized transactions that occur after the 60-day period.

Debit card transactions are not considered unauthorized if they are made by a business co-owner or any other person with an interest in or authority to transact business on your account, even if the person exceeds any authority given by you.

How to Stop Preauthorized Transfers From Your Account. If you have told us in advance to make regular payments out of your account, you can stop any of these payments by calling us at 1-800-222-1234 in the United States or 01-800-111-1234 from anywhere in Mexico between 6:00 a.m. and 7:00 p.m. Pacific Standard Time (PST) Monday through Friday or by writing to us at the address listed on your account statement.

We must receive your request at least three Business Days before the payment is scheduled to be made. (Note: If you fail to give us your request at least three Business Days prior to a transfer, we may attempt, at our sole discretion, to stop the payment. We assume no responsibility for our failure or refusal to do so, however, even if we accept the request for processing.) If you call, we may require you to put your request in writing and to provide us with a copy of your notice to the payee, revoking the payee's authority to originate debits to your account, within 14 days after you call. If we do not receive the written confirmation within 14 days, we may honor subsequent debits to your account. For individual payments, your request should specify the exact amount (dollars and cents) of the transfer you want to stop, the date of the transfer, and the identity of the payee. Unless you tell us that all future transfers to a specific recipient are to be stopped, we may treat your stop payment order as a request concerning the one transfer only. If you order us to stop one of these payments at least three Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

Lost or Stolen Card/PIN. If you believe your card or PIN has been lost or stolen or that someone has transferred or may transfer money from your account without your permission, call us at 1-800-222-1234 in the United States or 01-800-111-1234 from anywhere in Mexico, or write to us at Banamex USA, Credit Card Center, P.O. Box 30886, Los Angeles, CA 90030-0886. You should also call the number or write to the address if you believe a transfer has been made using the information from your check without your permission.

Fees. See our current Schedule of Accounts and Fees for charges related to electronic fund transfer services. If you conduct a transaction at an ATM or through a network that is not operated by us, the operator of the ATM or any network utilized to effect the transaction may impose a fee.

Business Days. Our “Business Days” are Monday through Friday, excluding holidays.

Release of Account Information. We may release information regarding your account and the transactions you perform. (See “Privacy/Release of Information” on page 44.)

Change in Terms/Termination of Service. We may change (add to, delete or amend) the terms or terminate your use of our electronic fund transfer services at any time, with or without cause and without affecting your outstanding obligations under this Agreement. We may terminate or suspend your electronic fund transfer service immediately if: any of you breach this or any other agreement with us; we have reason to believe that there has been or may be an unauthorized use of your account, ATM card or PIN; there are conflicting claims to the funds in your account; or any of you requests that we do so. If you ask us to terminate your account or the use of any ATM card, you will remain liable for subsequent transactions performed by you or any authorized user.

JUDICIAL REFERENCE – DISPUTE RESOLUTION

If a dispute involving \$25,000 or more arises between us with respect to this Agreement, its enforcement or our services, either of us may require that it be resolved by judicial reference in accordance with California Code of Civil Procedure, Sections 638, et seq. The referee shall be a retired judge, agreed upon by the parties, from either the American Arbitration Association (AAA) or Judicial Arbitration and Mediation Service, Inc. (JAMS). If you and we cannot agree on the referee, the party who initially selected the reference procedure shall request a panel of ten retired judges from either AAA or JAMS, and the court shall select the referee from that panel. The costs of the reference procedure, including the fee for the court reporter, shall be borne equally by all parties as the costs are incurred. The referee shall hear all pre-trial and post-trial matters, including requests for equitable relief; prepare an award with written findings of fact and conclusions of law; and apportion costs as appropriate. Judgment upon the award shall be entered in the court in which such proceeding was commenced and all parties shall have full rights of appeal. This provision will not be deemed to limit or constrain our right to set off, to obtain provisional or ancillary remedies, to interplead funds in the event of a dispute, to exercise any security interest or lien we may hold in property, or to comply with legal process involving your accounts or other property. Venue for any action brought in accordance with this provision shall be in State of California.

ADDITIONAL TERMS AND CONDITIONS

Adjustments. We may make adjustments to your account whenever a correction or change is required. Adjustments might occur, for example, if deposits are recorded in the wrong amount or items you deposit are returned unpaid. We may elect, at our discretion, not to make an adjustment to your account to correct an error which you or a third party (e.g., another financial institution) cause if the adjustment is less than \$5.00 or our cost to make the adjustment is greater than the amount in question. The election will represent an indirect service charge to your account.

Amendments/Changes In Account Terms.

We may change (add to, delete or alter) the terms of our Agreement with you by mailing, e-mailing or delivering a notice, a statement message or an amended Agreement to any of you at the last address (location or e-mail) on file for you, your account, or the service in question. Unless otherwise required by law, we may amend the Agreement without prior notice (e.g., by posting the information in our offices, on our/your web site, or otherwise making it available to you). You should retain all notifications of change with copies of your account documentation. You can always request a copy of our current Agreement at any branch or by calling Banamex USA.

We may substitute similar services or discontinue currently offered services for certain accounts by giving you prior notice. We do not have to notify you, however, of any changes that are beneficial to you (e.g., a reduction or waiver of any fees or the addition of services) or if the change is required for security reasons.

Changes In Account Ownership, Address and Authorized Signers. You agree to notify us immediately in writing of any change in your name, address, business capacity (e.g., sole proprietor to corporation), or the authorized signers on your account. We may require a new signature card (or such other documentation as we deem necessary) before any change in ownership or authorized signers becomes effective. We may rely solely on our account records to determine the ownership of your account.

If the authorized persons on your account change, we may continue to honor items and instructions given earlier by any previously authorized person(s) until we receive specific notice from you in writing not to do so (Note: A new or updated signature card, by itself, does not constitute notice to terminate any pre-existing payment or transfer plan). In some instances we may require you to close your account or provide us with stop payment orders in order to prevent transactions from occurring. There may be a delay in implementing a change in the authorized persons on our records, and you agree that we will be given a reasonable opportunity to make the changes necessary.

Checks. Check prices vary according to the types of checks you select. You can obtain information on the current price of checks by contacting our bilingual Customer Service Department. Check charges may vary from time to time without specific notice to you. You are responsible for verifying the accuracy of all information shown on your checks and deposit tickets. If you find an error, please notify us immediately. We are not liable for losses resulting from incorrectly printed checks or deposit tickets.

If you arrange for the printing of your own checks, the form, encoding and format of the checks must follow our check specification requirements and be approved by us in advance. You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

We make checks available that include fraud prevention features. If you choose not to use them or other checks that include fraud prevention features, you agree to assume a heightened degree of responsibility for safeguarding your checks, and for reviewing all returned checks and statements as soon as you receive them.

Checks Bearing Notations. Although we are not obligated to, we may pay or accept checks and other items bearing restrictions or notations (e.g., "Void after 6 months," "Two Signatures Required," "Void over \$50.00," "Payment in Full," and the like), whether on the front or back, in any form or format. If you cash or deposit an item or write a check with such a notation, you agree that it applies only between you and the payee or maker. The notation will have no effect on us, and you agree to accept responsibility for payment of the item.

Check Endorsement. Federal regulations provide that the top 1 1/2 inches on the back of a check (when read vertically from the trailing edge) is designated for your endorsement as payee. If you endorse a check in the area outside of the endorsement area, mark or otherwise obscure the other area, or make an endorsement which is illegible or incomplete, you agree to hold us harmless from any loss, delay, liability, claim, or damage which occurs as a result.

Checks Lost or Stolen. You agree to safeguard your blank and canceled checks, and to take reasonable steps to prevent their unauthorized use. If you are a business, you should store them under dual control in a secure, locked location that is accessible only to authorized personnel. If your checks are lost or stolen, you agree to notify us immediately. For security reasons, we reserve the right to close your account and transfer the balance to a new account.

If we do, all checks written but not yet paid may be returned to payees as "Account Closed" or "Refer to Maker." You will be responsible for issuing any replacement checks.

When you cash or deposit a check or other item with us, we act as your agent to collect the item. The risk of loss of an item in the process of collection is on you. We may reverse any credit given and any interest earned or accrued for a deposited item that is lost in transit and we may recover from any account you maintain with us the funds given to you for a cashed item which is lost in transit. You will do everything reasonably within your ability to promptly assist us to find, identify or replace a lost item, including but not limited to maintaining a record of the maker of items delivered to us for deposit and collection. We shall not be liable to you if an item is lost in the process of collection, provided we exercised ordinary care in handling the item. In no event shall we be liable to you if you cannot identify the maker of the lost item.

Check Processing Cutoff Hour. If we receive an item for payment on a weekend, a holiday or after 2:00 p.m. on a business day, we may treat it as if we had received it on the next business day. Our processing cutoff hour with respect to any knowledge, notice, stop payment or postdated check order, or legal process received by us involving a check is one hour after the opening of the banking day following the banking day on which we receive the check. The cutoff hour with respect to setoffs exercised by us is midnight of the banking day following the banking day we receive a check, or such later time by which we must return the check. The cutoff hour determines our obligation under state law to pay or return certain checks that have been received (but not finally paid) by us on the previous banking day.

Check Safekeeping. We do not return canceled checks. We will keep a copy of your checks for seven years, but may destroy your cancelled checks shortly after we process your statement. You can request a copy of a check by providing us with the following information: check number, amount, the payee, and the date the item was paid. There is no charge for the first three items per month that we copy for you. After that, your account is charged a fee for each check copy (which includes the front and back of the check). We will not be responsible for any special or consequential damages under any circumstances for our inability to provide copies of checks for any reason. Our liability, if any, will not exceed the face amount of the check in question. You agree to provide us with reasonable proof of your loss.

Check Verification. We may process certain checks using an automated processing system based on the information encoded on the items. This means that we may not visually examine each of your checks to determine if they are properly completed and endorsed, and we assume no duty to identify and/or return duplicate checks, checks with duplicate serial numbers, misencoded items, or checks lacking an encoded serial number. Although we may review checks from time to time, you understand that reasonable commercial standards do not require us to do so.

Compliance. You agree not to violate the laws of the United States, including without limitation, the economic sanctions administered by the U.S. Treasury's Office of Foreign Asset Control. You agree to comply with applicable law. As previously noted, you may not use your account or any account-related service to process Internet gambling transactions or conduct any activity that would violate applicable law. If we are uncertain regarding the legality of any transaction, we may refuse the transaction or freeze the amount in question while we investigate the matter. You agree to indemnify, defend and hold us harmless from every action, proceeding, claim, loss, cost and expense (including attorney's fees) suffered or incurred by us due to any U.S. or foreign government entity seizing, freezing or otherwise asserting or causing us to assert control over any account or funds in an account of yours (or ours) when purportedly caused by or arising out of your action or inaction. This will apply whether or not such action is ultimately determined to be authorized under the laws of the U.S. or its territories, or of any foreign jurisdiction. We are not required to inquire or determine the authority of any action taken by the U.S. or foreign government entity prior to acceding to any legal process initiated by it.

Conflicting Demands/Disputes. If there is any uncertainty regarding the ownership of an account or its funds, there are conflicting demands over its ownership or control, we are unable to determine any person's authority to give us instructions, we are requested by Adult Protective Services or any similar state or local agency to freeze the account or reject a transaction due to the suspected financial abuse of an elder or dependent adult, or we believe a transaction may be fraudulent or may violate any law, we may, at our sole discretion: (1) 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; (2) refuse transactions and return checks, marked "Refer to Maker" (or similar language); (3) 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; (4) request instructions from a court of competent jurisdiction at your expense regarding the account or transaction; and/or (5) 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 shall not impose an obligation on us to assert such rights or to deny a transaction.

Consent to Gather Information. Each of you authorizes us to obtain information from time to time regarding your credit history from credit reporting agencies and other third parties.

Death or Adjudication of Incompetence. You agree to notify us immediately of the death or court declared incompetence of any owner, authorized signer or designated beneficiary on your account. We may disregard any notice of incompetence unless the person in question has been declared incompetent by a court of appropriate jurisdiction and we receive written notice and instructions from the court regarding the account. We also may freeze, offset, refuse and/or reverse deposits and transactions (e.g., governmental or retirement benefit payments payable to the deceased) if an owner dies or is adjudicated incompetent.

If your account ownership records indicate that the account is held in "joint tenancy," upon the death of any owner, the deceased owner's share passes automatically to the surviving owner(s). If the account is held as "tenants in common," a deceased owner's share passes to the estate or other legal representative of the deceased tenant. If the account is held by a husband and wife as "community property," ownership of the account will be determined by community property law and may be affected by a will. "Pay On Death" and Totten Trust ("In trust for") accounts pass automatically (and in equal shares unless otherwise indicated in our records) to the named beneficiaries who survive the last surviving owner.

If we have any question as to the ownership of funds or the amount of funds that belong to any person upon the death of an owner, we may freeze all or part of the account, pending receipt of proof (satisfactory to us) of each person's right to the funds.

Deposit Insurance. Your accounts with us are insured to the regulatory limits by the Federal Deposit Insurance Corporation (FDIC). For further information regarding insurance of accounts, you may write to the FDIC at 550 17th Street, N.W., Washington, D.C. 20429, telephone the FDIC's toll free consumer hotline at (877) 275 3342, or visit its website at www.fdic.gov.

Facsimile Signatures. We may refuse to accept or may pay items bearing facsimile signatures. You agree to assume full responsibility for any and all payments made by us in reliance upon signatures that resemble the actual or facsimile signature(s) that any of you provide to us in connection with your accounts or services. You agree to indemnify, defend and hold us harmless from any and all actions, claims, losses, damages, liabilities and expenses (including attorney's fees) arising directly or indirectly from the misuse or the unlawful or unauthorized use or copying of facsimile signatures (whether affixed manually, by stamp, mechanically, electronically or otherwise).

Fax Instructions/Voice Mail/E-mail. We may, but are not required to, act upon instructions received by fax transmission, voice mail or e-mail. We may not review your message until the business day after its receipt. As such, it may not be appropriate to use these methods of communication if you need to reach us with time-sensitive information.

Financial Statement. You will provide us with a current financial statement upon request.

Foreign Checks. We may refuse to accept checks for deposit, or may send them for collection, if they are payable in a foreign currency. If we accept a foreign check, you assume all the risk of loss associated with currency value fluctuations and late returns. We may use our current buying or selling rate, as applicable, when processing foreign currency items and may recover from your account any loss incurred in connection with our processing of such items.

Governing Law. Unless we notify you otherwise and except as otherwise provided in this Agreement, this agreement and your account will be governed by federal law and the laws of the State of California, without regard to its choice of law principles. Unless otherwise provided in this agreement, your accounts and services will be subject to applicable clearinghouse, Federal Reserve Bank and correspondent bank rules. You agree that we do not have to notify you of a change in those rules, except to the extent required by law.

In addition to the above, by opening your account with us, you acknowledge that you are responsible for, and agree that you will comply with, all laws, regulations, and rules applicable to your accounts, products and services with us, including any tax, foreign exchange, or capital controls, and for all payments, reporting or filing requirements that may apply as a result of your country citizenship, domicile, or residence.

Inactive Accounts. For security reasons, we may refuse a withdrawal or transfer from accounts we internally classify as dormant if we cannot reach you in a timely fashion to confirm the transaction's authorization. Service charges for "inactive accounts" are the same as service charges for active accounts. Charges are not reimbursed for inactive accounts that are later reclassified as "active."

We may transfer (escheat) your property to the appropriate state if no activity occurs in the account or you fail to communicate with us regarding your account within the time period specified by state law. We may impose a fee for sending a dormant account notice to you prior to transferring the funds to the state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

Indemnification. Except as otherwise set forth in this Agreement, you agree to indemnify, defend and hold us harmless from all claims, actions, proceedings, fines, costs and expenses (including, without limitation, attorney fees) related to or arising out of: (a) your actions and omissions in connection with your accounts or our services, and (b) our actions and omissions, provided that they are taken/omitted in accordance with this Agreement or your instructions.

This provision shall survive the termination of this Agreement.

Legal Process. We may comply with any writ of attachment, execution, garnishment, tax levy, restraining order, subpoena, warrant or other legal process which we believe (correctly or otherwise) to be valid. We may notify you of such process by telephone, electronically or in writing. If we are not fully reimbursed for our record research, photocopying and handling costs by the party that served the process, we may charge such costs to your account, in addition to our minimum legal process fee.

We will not pay interest on any funds we hold or set aside in response to legal process. You agree that we may honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your account or records are maintained. Accounts opened with trust or fiduciary designations (e.g., "XYZ, Inc. — Client Trust Account") may be subject to levies and other legal process against your property unless our records clearly reflect the existence of an express written trust or court order.

Limitation on Time to Sue. Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law with respect to your account or any account service must be commenced within one year after the cause of action accrues.

New Account Verification. We may use a third party service to verify and obtain information regarding your previous banking relationships. We may also report the status, history and/or closure of your account to such third party services.

Overdrafts. If you do not have sufficient available funds on deposit to cover the amount of a check or other transaction (e.g., in-person withdrawal, ATM withdrawal, automatic payment, or other electronic transaction), we may return the check or reject the transaction without payment. We may elect, however, in our sole discretion to create an overdraft by paying the check or permitting the transaction. Note: if you make a deposit on the same day that an item, service charge or transaction creates an overdraft (a "temporary or "intra-day overdraft"), we may charge a fee for the overdraft since the covering deposit may not be posted until the end of the business day. In some cases (e.g., deposits received after our processing cutoff hour), the deposit may not be deemed received until the next business day. We also may impose a fee for overdrafts created by fees or deposited items that are returned. See our Schedule of Accounts and Fees for additional information.

If we permit an overdraft or otherwise allow your account balance to drop below zero, you agree to pay the amount of the overdraft promptly, without notice or demand from us. You agree that we may use subsequent deposits and other credits to the account, including without limitation deposits of government, welfare, retirement and Social Security benefits, to cover any overdraft existing in your account, to the fullest extent permitted by law.

Each account owner is jointly and severally responsible for paying any overdrafts created by any authorized signer(s) or party to the account, whether or not the owner participates in the transaction or benefits from its proceeds.

Our payment of any checks or allowance of transactions that create overdrafts in no way obligates us to continue that practice at a later time. We may discontinue permitting overdrafts without cause or notice to you. We discourage the practice of overdrawing accounts.

"Pay-on-Death" Accounts. This type of account passes to the designated beneficiaries on the death of an owner (or all of the owners if this is a joint account). During their lifetime, the owner(s) may exercise full control over the account and may make deposits to and withdrawals from the account. Upon the death of the last surviving owner, the account funds pass to the surviving beneficiaries. If there is more than one surviving beneficiary, each will receive an equal share of the funds, unless we have been instructed otherwise by the owner(s) in writing. The owner(s) may change beneficiaries during their lifetimes by updating our account documentation. Owners should keep us informed about each beneficiary's address.

Postdated Checks. Unless you provide your branch of account with a written postdated check notice that describes a postdated check with reasonable certainty, we may pay or return the check at our discretion. Your notice must include the exact amount (dollars and cents), account number, check number, date of check and the name of payee. If you provide us with a postdated check notice in a time and in a manner which affords us a reasonable opportunity to act on it, we will not pay the item and may return it (marked "payment stopped", "postdated" or otherwise) if it is presented to us prior to the date indicated in the order (up to six months from the date of the notice). After six months, a notice is no longer effective and must be renewed. We may impose a fee for each notice. If we re-credit your account after paying a postdated check over a valid and timely postdated check notice, you agree to transfer to us all of your related rights against the payee or other holder of the check, and to assist us in legal action taken against that person.

Power of Attorney. Any owner may appoint an attorney-in-fact for an account and may revoke a power of attorney. You should notify us in advance if you plan to create a power of attorney

involving your account. Upon request, we may provide you with a power of attorney form for that purpose. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may refuse to accept other forms of powers of attorney, however, with or without cause.

We may act on the instructions of an attorney in fact whether or not the attorney in fact relationship is noted in the instruction (e.g., on any check signed by the attorney in fact). You can revoke your power of attorney by sending a written notice to us at your branch of account. We assume no duty to monitor the actions of your attorney-in-fact to ensure that (s)he acts for your benefit.

Privacy/Release of Information. We may release information about you and your accounts and the transactions you perform to third parties: where it is necessary or helpful in verifying or completing a transaction; to disclose the existence, history, and condition of your account to consumer reporting agencies; when you give us your consent; to comply with the law or a court or governmental order; to local, state and federal authorities if we believe a crime may have been committed involving your account; as permitted by law; and, if you are a business, in response to trade inquiries. Please see our Privacy Notice for additional details.

Protecting Your Identity. Never disclose your PIN or password to anyone. Our employees will never ask you for your PIN, and we will not send unsolicited emails to you that request personal information.

Remotely Created Checks and Demand Drafts. If you provide your account number to a third party in order to charge your account by means of one or more remotely created checks or demand drafts (i.e., items which do not bear your actual signature, but purport to be drawn with your authorization), you authorize us to pay such items, even though they do not contain your signature and may exceed the amount you authorized to be charged. This provision shall not obligate us to honor such items. We may refuse to honor such items without cause or prior notice, even if we have honored similar items previously.

You may not deposit remotely created checks or demand drafts to an account with us without our prior, express written consent. You agree to indemnify, defend and hold us harmless from every loss, expense and liability related to a claim that such items were not authorized (e.g., as to their amount and payee) by the persons on whose accounts the items were drawn.

Returned Items/Transactions. If we are notified that an item you cashed or deposited is being returned unpaid, we may attempt to reclear the item, place a hold on the funds in question (see "Funds Availability") or charge your account for the amount (and any interest earned on it), whether or not the return or notice of return is proper or timely. 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). We may assess a fee for each returned item and notify you of the return orally, electronically, or in writing.

If we receive an affidavit or a declaration under penalty of perjury stating that an endorsement on an item deposited to your account is forged, that the item contains an alteration, or there has been a breach of warranty in connection with the item, we may charge the item back against your account or place a hold on the funds pending an investigation, without prior notice to you.

Setoff and Security Interest. We may charge or set off funds in your account for any direct, indirect and/or acquired obligations that any owner owes us, regardless of the source of the funds in the account, to the fullest extent permitted by law. You grant us a security interest in your account, including all current and future deposits and renewals, for amounts owing to us by any owner. This provision does not apply to IRA or tax-qualified retirement accounts, to consumer credit card obligations, or where otherwise prohibited by law.

Severability. If any of the provisions of this Agreement are determined to be void or invalid, the remainder of this Agreement shall remain in full force and effect.

Stale Dated Checks. You agree that we may pay or reject a check which is presented to us for payment more than six months after its date (a "stale dated" check), even if the presentation occurs after the expiration of a stop payment order. We normally do not examine the date on checks presented for payment. You agree that we are not required to identify stale dated checks or to seek your permission to pay them.

Statements, Notices and Checks. If we provide you with a notice or statement, electronically or otherwise, you must promptly and carefully review it to determine if any errors or problems exist. You agree to notify us immediately of any error, discrepancy or unauthorized transaction you discover on any statement, notice or check. If you fail to do so, you may become responsible for the losses resulting from such failure. If you are a business, you agree not to entrust the writing of checks and the reconciliation and review of your account statements and notices to the same person without frequent monitoring. We may deny a claim for monetary loss due to forged, altered or unauthorized checks if you fail to follow these procedures.

Statements and notices are normally sent to the last address or e-mail address listed with us for your account. If you ask us to hold statements and notices for you, we may mail them to you or destroy them if they are not picked up within 60 days. Notify us promptly if you do not

receive your statement by the date you normally would expect to receive it.

Statements and notices sent or made available to any of you are deemed to be received by all of you. If we hold them at your request or because you fail to provide us with a current address, they will be deemed delivered to you when they are prepared (for held statements), mailed (for returned mail) or otherwise made available to you. We may hold statements if the Post Office notifies us that your mail is undeliverable. At our discretion, we may destroy mail that is returned to us or determined to be undeliverable.

You must mail or deliver all notices to us in writing at the address indicated on your statement or at such other address(es) as we designate (e.g., in connection with cash management services). Notices sent elsewhere may be delayed or may not reach the correct office.

Stop Payment Orders. Any owner or authorized signer on your account may request us to stop payment on a check or transaction. Your stop payment order must include the account number, check number, exact amount (dollars and cents), check or transaction date and the name of the payee. We will not be liable for paying a check or transaction over a stop payment order if the order is incomplete or incorrect. We must receive stop payment orders at a time and in a manner that affords us a reasonable opportunity to act upon them.

There is a per check/transaction charge for each stop payment order. Stop payment orders are valid for six months. After that time, the check or transaction may be processed and charged to your account unless you renew the stop payment order for an additional fee.

We are not required to accept oral stop payment orders. If we elect to act upon an oral stop payment order, however, you agree to promptly confirm the order in writing and deliver it to us. If you fail to do so within 14 calendar days, we may release the stop payment. Our records will be conclusive evidence of the existence, details of, and our decision regarding any oral stop payment order or its revocation.

You may not stop payment on electronic point-of-sale ATM and debit card transactions, cashier's checks, or checks or payments guaranteed by us. Under certain circumstances, however, you may be able to claim a refund on lost, stolen or destroyed cashier's checks 90 days following the date of their issuance. You should contact our bilingual Customer Service Department if you wish to stop the payment of a check that has been converted to an electronic transaction by a merchant.

Subaccounts. For regulatory reporting and reserve purposes, we divide checking accounts into two subaccounts: a checking subaccount and a savings subaccount. If your checking account earns interest, we will pay the same interest rate on both subaccounts. If it does not earn interest, no interest will be paid on either subaccount. In either case, your account will continue to operate, from your perspective, as one account.

We may establish a threshold for the balance maintained in the checking subaccount and may transfer funds periodically from one subaccount to the other to meet that threshold and cover transactions against your account. Your account statements will not reflect the existence of the subaccounts, and our periodic reallocation of funds between subaccounts will not affect your ability to withdraw funds, the interest rate (if any), fees, or other features of your checking account.

If your account is an analyzed business checking account, your entire account will continue to be subject to a reserve adjustment of 10%, notwithstanding any reserve reduction we may obtain as a result of this subaccounting feature. You agree that we may treat the subaccounts as one and the same account if we receive a levy, subpoena or other legal process regarding either subaccount or your checking account.

Substitute Checks. You agree not to deposit substitute checks, as described below, or checks bearing a substitute check legal equivalence statement ("This is a legal copy . . .") to your account without our prior written consent. Unless we agree otherwise in writing, our acceptance of such checks shall not obligate us to accept such items at a later time, and we may cease doing so without prior notice. If we approve the deposit of substitute checks, you agree to indemnify, defend and hold us harmless from all losses, costs, claims, actions, proceedings and attorney's fees that we incur as a result of such checks, including without limitation, any indemnity or warranty claim that is made against us because: (a) the check fails to meet the requirements for legal equivalence, (b) a claimant makes a duplicate payment based on the original check, the substitute check, or a paper or electronic copy of either; or (c) a loss is incurred due to the receipt of the substitute check rather than the original check. Upon our request, you agree to provide us promptly with the original check or a copy that accurately reflects all of the information on the front and back of the original check when it was truncated.

You agree not to issue checks with features or marks that obscure, alter or impair information on the front or back of a check or that otherwise prevents us or another bank from capturing such information during automated check processing.

The following notice applies to consumer accounts and supersedes, where inconsistent, other terms in this Agreement with respect to substitute checks.

"SUBSTITUTE CHECKS AND YOUR RIGHTS – IMPORTANT INFORMATION ABOUT YOUR ACCOUNT"
What is a Substitute Check? To make check processing faster, federal law permits banks to

replace original checks with "substitute checks." These checks are similar in size to original checks with a slightly reduced image of the front and back of the original check. The front of a substitute check states: "This is a legal copy of your check. You can use it the same way you would use the original check." You may use a substitute check as proof of payment just like the original check.

Some or all of the checks that you receive back from us may be substitute checks. This notice describes rights you have when you receive substitute checks from us. The rights in this notice do not apply to original checks or to electronic debits to your account. However, you have rights under other law with respect to those transactions.

What Are 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 a substitute check is posted to your account (for example, if you think that we withdrew the wrong amount from your account or that we withdrew money from your account more than once for the same check). The losses you may attempt to recover under this procedure may include the amount that was withdrawn from your account and fees that were charged as a result of the withdrawal (for example, bounced check fees).

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

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

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

How Do You Make a Claim for a Refund? If you believe that you have suffered a loss relating to a substitute check that you received and that was posted to your account, please contact us at 1-800-222-1234. You must contact us within 40 calendar days of the date that we mailed (or otherwise delivered by a means to which you agreed) the substitute check in question or the account statement showing that the substitute check was posted to your account, whichever is later. We will extend this time period if you were not able to make a timely claim because of extraordinary circumstances.

Your claim must include:

- Your name and account number;
- A description of why you have suffered a loss (for example, you think the amount withdrawn was incorrect);
- An estimate of the amount of your loss;
- An explanation of why the substitute check you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check and/or the following information to help us identify the substitute check: the check number, the date of the check, the name of the person to whom you wrote the check, and the exact amount of the check (dollars and cents).

Telephone and Electronic Communication Monitoring/Recording. We may monitor telephone conversations and electronic communications for quality and control purposes. We usually do not record conversations without notice to you.

Termination/Closing Your Account. Any authorized signer(s) may close your account at any time, with or without cause. We are not required to provide notice of such closure to the other authorized signers on the account. We may automatically close your account if the account balance is zero.

We may terminate your account relationship with us at any time, with or without cause, by giving oral, electronic or written notice to any of you. If the funds are not withdrawn, we may send a check for the collected account balance to any of you at the last address we have on file for the account. Thereafter, the funds will stop earning interest (even if the check is returned or remains uncashed for any reason).

We may dishonor any check, item or transaction presented for payment after an account is closed. At our sole discretion, we may honor checks, items and orders presented or occurring after an account is closed if the transaction is guaranteed by us to third parties (e.g., under a check guarantee or as part of an electronic fund transfer arrangement) or you fail to give us a timely stop payment order for any outstanding checks. You remain responsible for such items and transactions, which may be treated as overdrafts.

Transfers/Assignments. Unless otherwise agreed by us in writing, all accounts are non-transferable and non-negotiable. You may not grant, transfer or assign any of your rights to an account without our prior written consent. We are not required to accept or recognize an attempted assignment of your account or any interest in it, including a notice of security interest.

Translations. For your convenience, we may provide Spanish translations with certain of our brochures and agreements. In the case of a question or dispute, the English text of all documents, brochures, and agreements shall prevail.

Unauthorized Transactions and Errors. If you discover an error, check forgery, alteration or other unauthorized activity involving your account, you must notify us immediately by telephone, and promptly notify your branch of account in writing of the relevant facts, including a description of the transaction or error and the identity of any suspected perpetrator. You agree to maintain a current check register and to carefully and promptly review all statements and notices we send or make available to you. Your statements will be deemed to provide sufficient information about your checks and other transactions for you to determine whether there was an error or unauthorized transaction if the statements provide you with the check or transaction number, the amount, and the date of payment.

You are in the best position to discover and report any errors or unauthorized transactions involving your account. If you fail to notify us within a reasonable time (not exceeding 21 days after your statement date) of an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to any of your accounts, we will not be responsible for subsequent unauthorized transactions by the same wrongdoer.

Without regard to care or lack of care of either you or us, if you do not discover and report an error or an unauthorized signature, alteration, forgery, counterfeit check, or other unauthorized debit to your account within six months after the date of your statement or the date the information about the item or transaction is made available to you, whichever is earlier, you are precluded from asserting the error or unauthorized transaction against us. (Note: Different notification and liability rules apply to certain electronic fund transfers. See the "Electronic Fund Transfers" section.)

If you claim a credit or refund because of an error or unauthorized transaction, you agree to provide us with a declaration containing whatever reasonable information we require regarding your account, the transaction, and the circumstances surrounding the claimed loss. We must receive your declaration within 10 days of our request. If applicable, you also agree to make a report to the police and to provide us with a copy of the report, upon request. We will have a reasonable period of time to investigate the circumstances surrounding any claimed loss. During our investigation, we will have no obligation to provisionally credit your account, unless otherwise required by law (e.g., in connection with certain consumer electronic fund transfer services).

Our maximum liability will never exceed the amount of actual damages proven by you. Our liability will be reduced: (a) by the amount of the loss that is caused by your own negligence or lack of care; (b) to the extent that damages could not have been avoided by our exercise of ordinary care; and (c) by any loss recovery that you obtain from third parties (apportioned in accordance with this provision). We will not be liable for any loss that is caused in part by your negligence if we acted with ordinary care. Unless otherwise required by law, we will not be liable for incidental, special or consequential damages, including loss of profits and/or opportunity, or for attorney's fees incurred by you, even if we were aware of the possibility of such damages.

You agree to pursue all rights you may have under any insurance policy covering any loss and to provide us with information regarding coverage. Our liability will be reduced, proportionately in accordance with our responsibility for any loss, by the amount of any insurance proceeds you receive or are entitled to receive for the loss. If we reimburse you for a loss and the loss is covered by insurance, you agree to assign us your rights under the insurance policy to the extent of our reimbursement, in accordance with this provision. You waive all rights of subrogation against us with respect to any insurance policy or bond.

(Note: Different notice and liability rules apply to certain electronic fund transfers. See "Electronic Fund Transfers on pages 15-20.)

Waivers. We may delay enforcing our rights under this Agreement without losing them. Any waiver by us shall not be deemed a waiver of other rights or of the same right at another time. You waive diligence, demand, presentment, protest and notice of every kind, except as set forth in this agreement.

FUNDS TRANSFERS

The following terms apply to any request to transfer funds from your account(s) at Banamex USA. Examples of funds transfers covered by this section include wire transfers. In addition to the information provided here, please refer to any funds transfer agreements you may receive when you initiate such a request. For consumer international funds transfers you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for a consumer international wire transfer, the provisions of such disclosures shall govern. When you request a funds transfer, you authorize us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For consumer international funds transfer requests, you will be given information regarding the fees associated

with that transfer on the disclosure you are provided at the time of the transfer request.

Processing Orders. At our discretion, we may process your payment order to transfer funds to another account with us or to an account maintained with another financial institution. We reserve the right to reject any payment order without cause or prior notice, and may notify you of the rejection orally, electronically or in writing.

Cutoff Hours. Our processing hours for payment orders vary based on location, transaction type and other factors. Information about our processing hours is available upon request. We may process any payment order we receive after our processing cutoff hour on our next funds transfer business day.

Payment Order Accuracy. You must accurately describe the beneficiary of your payment order and the beneficiary's financial institution. If you describe any beneficiary or institution inconsistently by name and account number, we and other institutions may process the order solely on the basis of the account number, even if the order identifies a person or entity different from the named beneficiary or institution. We may also process incoming fund transfers based on the account number, rather than on any inconsistent name reflected in the payment order. If you give us a payment order that is erroneous in any way, you agree to pay the amount of the order whether or not the error could have been detected by any security procedure we employ.

Cancellation and Amendment of Payment Orders. You do not have a right to cancel or amend any payment order after we receive it. Although we may attempt to act on any amendment or cancellation request you make (e.g., if it is received in a time and manner which permits us to do so), we assume no responsibility for failing or refusing to do so, even if we could have effected the change or cancellation. You agree to indemnify, defend and hold us harmless from any loss, damage, claim, action, and liability that results, and any charges and costs we incur, in connection with any request by you to amend or cancel a payment order.

Foreign Transfers and Currency of Transfer. Foreign transfers may be subject to delays, charges imposed by other financial institutions, and changes in foreign currency exchange rates. Funds transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Banamex USA may ask you whether the account maintained at the beneficiary bank is held in U.S. dollars or in the local foreign currency where the account is maintained. If you indicate that the beneficiary account is held in U.S. dollars or you do not know the currency in which the beneficiary account is held, your transfer will be made in U.S. dollars. If you indicate that the beneficiary account is held in the local currency of the country where the account is maintained, Banamex USA may send the transfer in that local foreign currency. You understand that Banamex USA has the right to rely on your statement as to the currency of the beneficiary account and that Banamex USA will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Banamex USA sends your funds transfer request. If your funds transfer request is made in the local currency of the country where the beneficiary account is maintained, Banamex USA may convert your U.S. dollar payment to that local currency at the then current exchange rate in effect at the time for similar transactions.

If for any reason the payment order is returned to us, you agree to accept the refund in U.S. dollars in the amount of the foreign money credit, based on the current buying rate on the day of the refund, less any charges and expenses incurred by us. Unless you advise us otherwise, we may charge your account to pay for fees imposed by intermediary banks or instruct such banks to obtain payment of their charges for services and expenses by deducting the amount from your order.

Cancellations or Amendments of Funds Transfer Requests Applicable to consumer international wire transfers initiated on or after October 28, 2013. You have the right to cancel your funds transfer request for a full refund or to amend your funds transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply. To cancel a consumer international wire transfer in the thirty (30) minute period, please call us at 1-800-222-1234 (from the United States) or 01-800-111-1234 (from Mexico). When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund related to this section will be made no later than three (3) Business Days of your request to cancel.

Applicable to all other Funds Transfer Requests. You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of

your funds transfer request.

Rejection of a Funds Transfer Request. We reserve the right to reject your funds transfer request. We may reject your request if you have insufficient available funds in your account for the amount of the transfer and any applicable transfer fees, if the information you provide in connection with that transfer is incomplete or unclear, if we are unable to confirm the identity or authority of the person requesting the transfer, or if we are unable to fulfill your request for any other reason.

Claims

Applicable to claims or questions with respect to consumer international wire transfers initiated on or after October 28, 2013. Please refer to the "Error Resolution and Notice Procedures for consumer international wires Initiated from a Consumer Account on or after October 28, 2013" paragraph under "Electronic Banking" for a description of your rights.

Applicable to claims or questions with respect to Electronic Fund Transfers that are not consumer international wire transfers initiated on or after October 28, 2013. Please refer to the "Error Resolution and Notice Procedure for all other Electronic Fund Transfers" paragraph under "Electronic Banking" for a description of your rights.

Applicable to claims or questions with respect to Funds Transfers that are not Electronic Funds Transfers or consumer international wire transfers initiated on or after October 28, 2013. You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of Banamex USA's error, Banamex USA's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state of the home financial center of the account from which the funds transfer was made.

Unauthorized Payment Orders. We may process any payment order we believe is transmitted or authorized by you if we act in compliance with a security procedure agreed upon by you and us. Such payment orders will be deemed effective as if made by you, and you will be obligated to pay us in the amount of such orders, even though they are not transmitted or authorized by you. Unless we agree on another security procedure, you agree that we may confirm the authenticity and content of payment orders (among other ways) by placing a call to any of you. If we cannot reach you, or if the payment order is not confirmed or approved in the manner we require, we may refuse to execute the payment order.

Notice of Errors. You agree to review all statements and notices promptly to confirm the accuracy and authorization of each payment order. You will notify us immediately if there is any discrepancy between your payment order and any confirmation or statement of account, or if you discover any other problem with respect to a transfer. You must send a written notice to us of the discrepancy or other problem, including a statement of the relevant facts, within a reasonable time (not to exceed 14 days from the date you first discover the problem or receive a statement or notice reflecting the problem, whichever occurs first).

Limitation on Liability. Our liability for any act or failure to act shall not exceed any direct resulting loss, if any, which you incur and payment of interest. Unless otherwise required by law, we will not be liable for any consequential, indirect or special damage that you incur in connection with payment orders, even if we are aware of the possibility for such damages.

WITHHOLDING OF INCOME TAX

Unless you are exempt under federal law, we are required to withhold a portion of your taxable interest and certain other payments (this is referred to as backup withholding) if:

1. you fail to supply us, under penalties of perjury, with your correct taxpayer identification number (TIN);
2. you fail to provide us with the required certified information (e.g., Form W-8-BEN);
3. the IRS instructs us to withhold; or
4. the IRS notifies you that you are subject to backup withholding. You must provide your TIN whether or not you are required to file a tax return. You also must certify that you are not subject to backup withholding.

We may report interest and other payments to you to the Internal Revenue Service (IRS), along with your TIN.

We may refuse to open, and we may close, any account for which you do not provide a certified TIN, even if you are exempt from backup withholding and information reporting. To avoid possible erroneous backup withholding, an exempt payee should furnish its TIN and indicate on the signature card that it is exempt.

A non resident alien or foreign entity not subject to information reporting must certify its exempt status by completing an appropriate IRS certification form (e.g., W-8 BEN). Non resident aliens

may be required to certify their exempt status every three years (or earlier upon request) to avoid backup withholding.

You may be subject to civil and criminal penalties if you fail to provide us with a correct TIN or falsify information with respect to withholding. For additional information on interest reporting and withholding, contact your tax advisor or the IRS.

Foreign Account Tax Compliance Act

For Banamex USA to be compliant with the provisions of The Foreign Account Tax Compliance Act (commonly known as "FATCA"), a U.S. federal tax law, which is effective as of July 1, 2014, Banamex USA may contact you to request additional information and/or documentation. Please understand that Banamex USA does not and will not in any way support any attempt by you to evade U.S. taxes or any request by you for help in avoiding detection under FATCA. Furthermore, since Banamex USA is not in the business of providing tax advice, you should not rely upon Banamex USA to determine the impact of FATCA on your own business activities or what your own compliance obligations are under FATCA. We encourage you to seek the advice of experienced tax advisors to determine what actions you need to take to become FATCA compliant. Your failure to comply with FATCA may result in restricted access or withholding of taxes from interest payments due to you.

Texas Residents

Governing Law. For accounts opened in Texas, this Agreement and your account will be governed by federal law and the laws of the State of Texas, without regard to its choice of law principles.

Texas Business Accounts. If your account is held by a sole proprietor, you must provide us with the name and home address of the business owner, the physical address of the business, and the driver's license number of the business owner or the personal identification card number issued to the business owner by the Department of Public Safety. If the account is maintained by a corporation or other legal entity, you must provide us with a copy of the business's certificate of incorporation or a comparable document and an assumed name certificate, if any. You agree to notify us immediately if there is any change in this information. You also agree to confirm this information each year or upon our earlier request.

Inactive Accounts. We currently do not impose a fee for sending a dormant account notice to you prior to transferring unclaimed funds to the state.

INDEMNIFICATION. EXCEPT AS OTHERWISE SET FORTH IN THIS AGREEMENT, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US HARMLESS FROM ALL CLAIMS, ACTIONS, PROCEEDINGS, FINES, COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEY FEES) RELATED TO OR ARISING OUT OF: (A) YOUR ACTIONS AND OMISSIONS IN CONNECTION WITH YOUR ACCOUNTS OR OUR SERVICES, AND (B) OUR ACTIONS AND OMISSIONS, PROVIDED THAT THEY ARE TAKEN/OMITTED IN ACCORDANCE WITH THIS AGREEMENT OR YOUR INSTRUCTIONS. THIS PROVISION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT.

JURY TRIAL WAIVER. Your account will not be subject to the Judicial Reference provision set forth in this Agreement. **HOWEVER, YOU AND WE EACH WAIVE OUR RESPECTIVE RIGHTS TO A TRIAL BEFORE A JURY IN CONNECTION WITH ANY DISPUTES RELATED TO THIS AGREEMENT, YOUR ACCOUNT OR ANY ACCOUNT SERVICES. THIS INCLUDES ANY CLAIM BY US OR YOU, CLAIMS BROUGHT BY YOU AS A CLASS REPRESENTATIVE ON BEHALF OF OTHERS, AND CLAIMS BY A CLASS REPRESENTATIVE ON YOUR BEHALF AS A CLASS MEMBER.**

Limitation on Time to Sue. Any action or proceeding by you to enforce an obligation, duty or right under this Agreement or by law with respect to this Agreement, your account or any account service must be commenced not later than two years after the day the cause of action accrues notwithstanding any statute of limitations providing for a limitations period of more than two years that may otherwise apply to any or all claims or causes of action.

Overdraft Interest Charges. Overdrawn accounts will be subject to a charge of 18% per annum on the overdrawn amount. Under no circumstance will the interest rate exceed the maximum rate allowed by applicable law.

Set-off. We will not set off your account for any obligation you owe on a home equity loan, as defined by Article XVI, Section 50(a)(6) of the Texas Constitution.

QUESTIONS OR COMMENTS

If you have any questions or comments, you can contact us at 1-800-222-1234 in the United States or at 01-800-111-1234 from anywhere in Mexico.

Note: The fees, rates and benefits described in this booklet and in the accompanying Schedule of Accounts and Fees were current as of the date of publication, but are subject to change. You can obtain current information by calling us at the above telephone number. Prices listed are subject to sales tax wherever applicable.

Addendum and Amendment to Deposit Account Agreement

As a customer of Banamex USA, this Addendum to Deposit Account Agreement ("Addendum") amends and becomes a part of your Deposit Account Agreement with Banamex USA ("DAA"). The terms of the DAA are incorporated herein and shall continue to apply in all respects except as amended in this Addendum. In the event of a conflict between this Addendum and the DAA, this Addendum will govern. Amended, supplemented, and superseded terms include, in relevant part:

- This Addendum supplements the Wire and Other Funds section of the DAA and amends the terms of that section's Cancellation and Amendment of Payment orders and Notice of Errors subparts for consumer international funds transfers.
- This Addendum supplements the Electronic Fund Transfer section of the DAA and amends the terms of that section's Our Liability for Failing to Make Transfers subpart for consumer international fund transfers. In that same Electronic Fund Transfer section, this Addendum supersedes the definition of an Electronic Fund Transfer and supersedes the terms of the In Case of Errors or Questions About Your Electronic Transfers subpart for consumer international funds transfers.
- This Addendum supplements the Stop Payment Order and Unauthorized Transactions and Errors section of the DAA for consumer international funds transfers. Please print a copy of this Addendum for your records.

Funds Transfers

The following terms apply to any request to transfer funds from your account to an account maintained at another institution. Examples of funds transfers covered by this section include wire transfers. In addition to the information provided here, please refer to any funds transfer agreements you may receive when you initiate such a request. For consumer international funds transfers you will be provided with certain disclosures required by federal law at the time you initiate your request for that transfer. To the extent the provisions in this section are inconsistent with the disclosures provided to you for a consumer international wire transfer, the provisions of such disclosures shall govern. When you request a funds transfer, you authorize us to debit your account for the amount of the transfer and you also authorize us to charge your account any applicable service fees in accordance with the fee schedule in effect at the time of your request. For consumer international funds transfer requests, you will be given information regarding the fees associated with that transfer on the disclosure you are provided at the time of the transfer request.

Currency of Transfer. Funds transfers to beneficiaries within the United States are made only in U.S. dollars. For international transfers, Banamex USA may ask you whether the account maintained at the beneficiary bank is held in U.S. dollars or in the local foreign currency where the account is maintained. If you indicate that the beneficiary account is held in U.S. dollars or you do not know the currency in which the beneficiary account is held, your transfer will be made in U.S. dollars. If you indicate that the beneficiary account is held in the local currency of the country where the account is maintained, Banamex USA may send the transfer in that local foreign currency. You understand that Banamex USA has the right to rely on your statement as to the currency of the beneficiary account and that Banamex USA will not be responsible for any error in the information it provides you concerning the applicable exchange rate and the amount

of funds to be received by the beneficiary should your statement be incorrect and a currency conversion occurs after Banamex USA sends your funds transfer request. If your funds transfer request is made in the local currency of the country where the beneficiary account is maintained, Banamex USA may convert your U.S. dollar payment to that local currency at the then current exchange rate in effect at the time for similar transactions.

Cancellations or Amendments of Funds Transfer Requests Applicable to consumer international wire transfers initiated on or after October 28, 2013. You have the right to cancel your funds transfer request for a full refund or to amend your funds transfer request provided you cancel or amend your request within thirty (30) minutes of your authorizing payment for that transfer. If you request a cancellation or amendment after this thirty (30) minute period, the provisions under the paragraph "Applicable to all other Funds Transfer Requests" will apply. To cancel a consumer international wire transfer in the thirty (30) minute period, please call us at 1-800-222-1234 (from the United States) or 01-800-111-1234 (from Mexico). When cancelling by phone, you will need to provide us with information to help identify the funds transfer you wish to cancel, including the amount and location where the funds were to be sent. Any refund related to this section will be made no later than three (3) business days of your request to cancel.

Applicable to all other Funds Transfer Requests. You may cancel or amend a funds transfer request only if we receive the request prior to having executed the transfer and at a time that provides us with a reasonable opportunity to act upon that request. In general, after we have sent the transfer, you will not be able to cancel or amend it unless the beneficiary bank consents to such a request. We and/or the beneficiary bank may impose a fee in connection with the return of that transfer and for any required currency conversion. We will not be liable to you for any loss resulting from the failure of the beneficiary bank to agree to a recall or amendment of your funds transfer request.

Claims

Applicable to claims or questions with respect to consumer international wire transfers initiated on or after October 28, 2013. Please refer to the "Error Resolution and Notice Procedures for consumer international wires Initiated from a Consumer Account on or after October 28, 2013" paragraph for a description of your rights. **Applicable to claims or questions with respect to domestic wire transfers.** Please refer to the "Error Resolution and Notice Procedures for all other Electronic Fund Transfers" paragraph for a description of your rights.

Applicable to claims or questions with respect to domestic wire transfers. You have the responsibility to let us know of any error, delay or other problem with your funds transfer within thirty (30) days from the date you receive notification that we have transferred the funds. In the event that your transfer was delayed or erroneously executed as a result of erroneous information you provided, you understand that you may be responsible for the amount of that transfer and any associated fees. If your transfer was delayed or erroneously executed as a result of Banamex USA's error, Banamex USA's sole obligation to you is to pay or refund such amounts as may be required under the Uniform Commercial Code Article 4A or by other applicable law. Any claim for interest payable by us shall be at our published savings account rate in effect within the state

of the home financial center of the account from which the funds transfer was made.

Error Resolution and Notice Procedures for Claims or Questions concerning an international wire transfer initiated from a consumer account on or after October 28, 2013

If you think there has been an error or you need more information about your transfer, you must contact Banamex USA within one hundred and eighty (180) days of the date indicated by Banamex USA that the funds would be available to the beneficiary of that transfer. At that time, you may be asked to provide the following information: 1) your name, address, and account number; 2) the name of the person receiving the funds, and if you know it, his or her telephone number or address; 3) the dollar amount of the transfer; 4) the reference code for the transfer; and 5) a description of the error or why you need additional information. We may also ask you to select a choice of remedy (credit to your account in an amount necessary to resolve the error or alternatively, a resend of the transfer for those cases where bank error is found). Banamex USA will determine whether an error has occurred within ninety (90) days after you contact Banamex USA. If Banamex USA determines that an error has occurred, we will promptly correct that error in accordance with the remedy option(s) available to you. In all cases, we will provide you with a written explanation of the results of our investigation. You may also ask for copies of the documents we used in our investigation.

"Electronic Funds Transfers" ("EFT") means any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, or computer or magnetic tape, so as to order, instruct or authorize a financial institution to debit or credit a consumer checking, savings or other asset account (such as brokerage). Examples of EFT transactions are:

- International wire transfers from a consumer account
- Automated Clearing House (ACH) transactions
- Point-of-Sale ("POS") transactions
- ATM transactions
- Direct deposit or withdrawal of funds
- Transfers initiated by telephone

Non-EFT transactions would include: transfers related to bona fide trust and custodial accounts; domestic Fedwire and similar network.

This document has been translated into Spanish for convenience only. In the event of a conflict between the Spanish and the English documents, the English document will prevail.

