

Agreement and any subsequent changes, modifications or substitutions. The person who signed the guarantee agreement set forth on the application for an Account, thereby guaranteeing the Holder's obligations on the Account and under this Agreement, is referred to as the "Guarantor."

**2. Membership Fees.** No annual membership fee shall be assessed to the first Card issued as long as Holder maintains a Popular Bank business checking account. A nonrefundable annual membership fee of \$25 will be assessed for the first Card issued, if Holder does not maintain a business checking account with the Bank. A membership fee of \$5 per Card per year will be assessed for each additional card issued.

**3. Use of Card.** The Holder has authorized the issuance of the Card, which is to be used only by the Holder and any Authorized User(s). The Holder represents that the Card will be used exclusively for business purposes and not personal, family, household or agricultural purposes. Credit for purchases from a merchant or cash advances from a participating financial institution may be obtained by presenting the Card to the merchant or participating financial institution, and, if requested, by providing the proper identifying information and signing the appropriate drafts. Failure to sign a draft does not relieve the Holder of liability for purchases made or cash received. The Card may also be used to obtain cash advances from certain automated equipment provided it is used with the correct personal identification number ("PIN"). We will provide you with a PIN after we issue you a Card. The Holder agrees that the PIN, when used by the Holder or an Authorized User, shall be the signature of the Holder. The Bank is authorized and directed to charge all cash advances or other transactions to the Account when made with the Card through the use of an Automated Teller Machine ("ATM"), and the Bank is fully protected in accepting, paying and applying the same without further inquiry as though specially authorized by the Holder. You will have access to certain ATMs provided your Account is maintained in good standing. Access to an ATM will be subject to, and you agree to abide by, all applicable federal, state, and local laws and regulations, and the terms, conditions, rules and regulations established by us with respect to such ATMs, now or hereafter adopted. The amount and frequency of cash withdrawals may be limited.

Except as provided below with respect to the Holder's liability for unauthorized use where the Bank has issued ten (10) or more Cards at the Holder's request, the Holder will be liable up to a maximum of \$50.00 for the unauthorized use of a Card or PIN issued at the Holder's request for charges that occur before the Bank receives notification orally or in writing of loss, theft or possible unauthorized use of a Card or PIN. If the Bank has issued ten (10) or more Cards at the Holder's request, the Holder will be liable for any and all unauthorized use of any Card. Unauthorized use is any use by an individual other than the Holder or an Authorized User if without the

knowledge or consent of the Holder. Any use of a Card or PIN by an Authorized User, or by any other with the knowledge or consent of the Authorized User, or the Holder, is authorized use. The Card may not be used after it has expired, after it has been revoked and/or after the Authorized User's employment with the Holder has terminated. Information concerning an Authorized User's use of a Card may be furnished by the Bank to the Holder. Information concerning reimbursement received, employment status, and location may be furnished by the Holder to the Bank. Lost or stolen Cards or PINs should be reported immediately to the Bank by notifying BankCard Customer Service, P.O. Box 31535, Tampa, FL-33631-3535, Telephone 1.800.221.5920. The Holder shall be liable for all charges, fees and other costs that accrue on each Account.

Except for the Bank's gross negligence or willful misconduct, the Bank is not responsible or liable for any injury to persons, for any property loss or damage, or for any other detriment resulting from the misuse of any Cards by any person(s), and the Authorized User and the Holder waive all claims and release the Bank from all such liability.

**4. Credit Limits.** We will establish a credit limit for your Account. If you have more than one Card attached to the same Account, your Account credit limit will be equal to the sum of the individual limits assigned to each Card in the Account. By default, the Account limit will be equally distributed among the number of Cards attached to the Account. The Holder has the alternative to distribute the total Account credit limit among the Cards attached to the Account in any credit percentage distribution. The total amount you owe on your Account at any one time may not exceed this credit limit. Your credit limit will appear on each of your monthly statements. We may establish different credit limits for purchases and cash advances. The cash advance is limited to 50% of your credit limit subject to the available credit limit balance in your account. However, notwithstanding such credit limit, you are liable for all purchases and borrowings made with your Cards by you or by anyone authorized by you to use the cards.

**5. Promotional Rate Offer.** When applicable to your Account, the annual percentage rate ("APR") for purchases is 0%. Provided that you keep your Account in good standing, this rate will be effective for six months from the date your Account is opened. Thereafter, the variable rate then in effect for purchases will apply to any unpaid purchase balances.

**6. Payment.** The Holder will be furnished at the address identified by the Holder, a monthly statement for each Account for each billing period at the end of which there is an undisputed debit or credit balance of \$1.00 or more. The full amount billed ("New Balance") is due on demand. If Bank does not demand payment of the New Balance on the monthly statement (a) the New Balance or, (b) a minimum payment

of the greater of \$10 or 5% of the New Balance ("Minimum Monthly Payment"), shall be paid within 25 days after the Closing Date (defined below) of that monthly statement. Payments may be made at BankCard Customer Service, P.O. Box 31021, Tampa, FL, 33631-3021, at [www.mypopularcards.com](http://www.mypopularcards.com) or over the phone by calling us at 1.800.221.5920. Payments made at any other location may cause delay in crediting the Account. All payments will be applied first to unpaid finance charges as hereinafter defined, other charges (returned check fees/ charges, late fees/charges, unpaid over limit charges, annual membership fee, etc.), minimum payment on promotional rate balances, principal balance on promotional rate balances, previous balance of cash advances, previous balance of purchases, new cash advances, and new purchases; however, the Bank reserves the right to apply these payments in any order the Bank may choose. Credits for returns of purchases are applied in the same manner but you will still be required to make your Minimum Monthly Payment. All payments shall be made in U.S. Dollars, which are drawn on a financial institution located in the United States. The Holder agrees that we may accept late payments, partial payments or checks or money orders marked payment in full or other similar words or phrases, and you agree that we will not lose any rights under this Agreement if such irregular payments are accepted.

**7. Finance Charges.** Interest shall accrue on each Account as shown on the monthly statements, for each billing period in which there is a cash advance or the previous balance is not paid in full prior to the end of the billing period ("Closing Date") of the monthly statement. Interest is computed by applying the monthly periodic rate to the Average Daily Balance (as defined herein) of the Account. Your APR may vary monthly. The rate is determined by adding 3.99%, 6.99% or 9.99% (based on your credit worthiness and as detailed on your monthly statement) to the "Prime Rate" as published in the Wall Street Journal on the 15th day of the previous month (or if such day is not a business day, the next business day). The APR for cash advances is the Prime Rate plus 9.99%, 12.99% or 14.99%, depending on your credit worthiness and as detailed on your monthly statement. For accounts that are delinquent and/or in default, the Bank reserves the right to increase the APR to 23.99%.

To get the "Average Daily Balance," we take the beginning balance of the Account each day, add any new cash advances, credit purchases and other charges and subtract any payments or credits, unpaid late charges, unpaid membership fees and other unpaid fees. This gives us the daily balance. Then, we add up all of the daily balances for the billing cycle and divide the total by the number of days in the billing cycle. This gives us the Average Daily Balance. Interest accrues on credit purchases beginning on the date the purchase is made unless the previous balance shown on the monthly statement is paid in full prior to the Closing Date of the monthly statement. Credit purchases made during the statement period and the previous balance will

be excluded from the calculation of Average Daily Balance if the previous balance shown on the front of the statement is paid in full prior to the Closing Date. Interest on cash advances and Convenience Checks begins to accrue on the date the advance or Convenience Check is made. Additional interest on an Account may be avoided by paying in full the New Balance shown on the Account's monthly statement within 25 days after the Closing Date for that monthly statement. If the New Balance on the monthly statement is paid in full within the first 25 days of the next billing cycle, then the Average Daily Balance for purchases will be considered to be zero, otherwise a minimum Finance Charge of \$.50 will be charged. The increases and decreases caused by changes in the Prime Rate will take effect on the first day of each succeeding billing cycle and will remain in effect for the entire billing cycle. The total finance charge imposed on the Account each billing period is the sum of the periodic rate charge and cash advance fee charge related to such billing cycle.

**8. Additional Fees.** Each Account shall be subject to the following additional fees: (1) \$29.00 late charge if any Minimum Monthly Payment is not paid in full on or before the due date shown on the monthly statement issued immediately after the monthly statement on which the unpaid Minimum Monthly Payment first appears; (2) 3% or \$5.00 minimum for each cash advance (this additional finance charge may cause the APR on the monthly statement on which the transaction(s) first appear(s) to exceed the rate stated above); (3) \$5.00 for replacement of a Card; (4) \$25.00 rush order fee for replacement of a Card; (5) a \$20.00 returned check charge may be imposed when any payment check draft or order is returned for any reason; (6) a \$29.00 over limit charge per billing cycle will be imposed if the approved credit line is exceeded; (7) documentary stamp taxes as may be required by state law when a Card is used to obtain a cash advance; (8) \$2.50 billing statement reprint fee per statement. (9) charges according to the current fee schedule for any requested copies of drafts and receipts and/or available additional reporting capabilities. Holders who obtain cash advances from non-Popular ATMs may be assessed a fee by the owner of such ATM.

**9. Foreign Transactions.** If a Holder's Card is used to effect a transaction in a foreign currency, the transaction amount will be converted to U.S. dollars by VISA International ("Visa"). The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which rate may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date. The International Service Assessment (ISA) fee, effective as of April 2, 2005, is a fee assessment equal to 1.0% of the transaction amount for all cross-currency transactions. The exchange rate is increased by 1% if the conversion is made in

connection with a charge to an Account and decreased by 1.0% if the conversion is made in connection with a credit to an Account. The date of conversion by Visa may differ from the purchase date and the posting date identified in the monthly statement for the Account. The Holder agrees to pay charges and accept credits for the converted transaction amounts in accordance with the terms of this paragraph.

**10. Disputes.** The Bank is not responsible for refusal by any merchant, financial institution or automated equipment to honor or accept a Card. The Bank has no responsibility for merchandise or services obtained with a Card and any dispute concerning merchandise or services will be independently settled by the Holder with the merchant concerned.

**11. Default.** The Holder covenants to observe and comply with the terms and conditions set forth herein and not to permit an event of default to occur. The Holder further covenants not to take any action or permit any event to occur which materially impairs the Holder's ability to pay debts when due and payable. Upon the occurrence of any one or more of the following events of default, the full amount of the Holder's Account shall, at the Bank's option, become immediately due and payable: (a) the Holder fails to pay at least the Minimum Monthly Payment when due; (b) the Holder dies, ceases to exist, changes residency to another state, becomes insolvent or the subject of bankruptcy or insolvency proceedings; (c) the Holder fails to observe any covenant or duty contained in this Agreement; (d) any item in any financial statement delivered by the Holder to the Bank is false in any material respect when given; or (e) the occurrence of default under any agreement securing the obligations hereunder;. The Holder agrees to pay all costs of collection before and after judgment, including reasonable attorneys' fees (including those incurred in successful defense or settlement of any counterclaim brought by the Holder or incident to any action or proceeding involving the Holder brought pursuant to the United States Bankruptcy Code) incurred by the Bank.

**12. Termination.** Every Card, Convenience Check and PIN issued hereunder, remains the property of the Bank and may be revoked or repossessed without notice, at any time, and must be surrendered to the Bank, or anyone designated by the Bank, on demand, without prior notice. The Account is automatically terminated, without notice, in the event of the institution of any bankruptcy proceedings by or against the Holder or the Guarantor. Any such revocation or termination shall have no effect on the liability of you or any Guarantor arising out of termination and return of the Card(s) and Convenience Checks to the Bank. If (a) your Card(s) is revoked, (b) your Account is terminated, (c) surrender of your Card(s) and Convenience Checks is demanded, (d) you fail to pay any Minimum Monthly Payment when due and payable, (e) you fail to pay any liability whatsoever to the Bank when due and payable, (f) you violate any term of this Agreement, (g) the aggregate of the unpaid portion of

the New Balance plus current charges exceeds your credit line, (h) any attachment or garnishment proceedings are initiated against you or your property, (i) the Guarantor is deceased or incompetent; then the Bank may, without notice or demand, declare immediately due and payable the unpaid portion of the New Balance plus any charges outstanding. Each of the Holder and the Guarantor hereby waves all demands and notices and agrees to pay any and all costs and expenses, including reasonable attorneys' fees (including allocated costs for in-house counsel expenses), for the collection of sums due and owing under this Agreement and for any liability, loss, judgment or demand to which we make claims arising from your use of the Card(s). Each of the Holder and the Guarantor (a) agrees to garnishment of their earnings, (b) consents to the Bank's use of an artificial or recorded notice for the purpose of notifying you of a violation of this Agreement, and (c) agrees to pay any taxes imposed by the state or federal government in conjunction with this Agreement.

**13. Amendments.** The Bank may amend this Agreement and may amend the charge terms and conditions from time to time and will mail to the Holder at the Holder's last known address as shown on the records of the Bank, written notice of any such change not less than fifteen (15) days prior to its effective date, or as otherwise required by law. You can avoid the new terms and conditions if you return all Card(s) and any unused Convenience Checks, make no further charges to your Account and, unless the laws of your state provide otherwise, pay the unpaid balance in full before the new terms and conditions go into effect.

**14. Governing Law.** Except to the extent Federal law is applicable, Holder agrees to be governed by the laws of the State of New York with respect to all aspects of the transactions arising under this Agreement. If any portion of this Agreement is declared invalid or unenforceable for any reason, such portion is deemed severed and the remainder of this Agreement shall remain fully valid and enforceable. The Bank can delay enforcing its rights under this Agreement without waiving those rights. A waiver of rights in one instance shall not be a waiver in other instances.

**15. Assignment/Telephone Monitoring/Information.** The Bank may assign the Account and our rights under this Agreement to another bank or company or an affiliate of the Bank without prior notice. You may not assign or transfer the Card(s) and/or Convenience Checks to anyone else. The Bank has the right to monitor your telephone calls with us relating to the Account. Such monitoring shall be conducted by our employees and all information shall remain confidential. The Bank is authorized to make whatever credit inquiries we deem appropriate. The Bank may ask credit reporting agencies for consumer reports of your credit history and may report the performance under the Account to credit reporting agencies. The Bank is authorized to share information regarding the Account with the Bank's affiliates.

## Notify Us in Case of Errors or Questions About Your Monthly Statement

It is your obligation to notify us of any incorrect information regarding your Account and your monthly statements. If you think that any information of charges on your monthly statement are incorrect, or if you need more information about a transaction on the statement, write to us at BankCard Customer Service, P.O. Box 31535, Tampa, FL, 33631 or call us at 1.800.221.5920.



## VISA COMMERCIAL CARDHOLDER AGREEMENT

This agreement (this "Agreement") governs the possession and use of the Visa® Commercial Card (the "Card(s)") issued by Popular Bank (the "Bank"). The Bank may be referred to collectively as "we," "us," "our" or "Popular Bank." This Agreement establishes and discloses the terms and conditions, which govern the use of the Card and the use of certain access checks ("Convenience Checks"). Each party that applies for a Card is referred to in these regulations as a "Holder." The Bank shall establish an account (an "Account") for the Holder and each person designated by Holder as an authorized user (each, an "Authorized User"). The Holder and any Authorized User may be referred to collectively as "you" or "your." The Holder consents and agrees to the terms and conditions set forth herein and any modifications/ amendments thereto as well as the terms contained on the Cards, any sales drafts, credit adjustment memos or cash advance drafts signed by or given to the Holder or any Authorized User.

The provisions of this Agreement govern the Holder's obligations notwithstanding any additional or contrary terms contained in the Cards, sales drafts, credit adjustment memos and cash advance drafts or any other document evidencing an Account transaction. The Holder authorizes an investigation of its credit standing prior to issuance of Cards and at any time thereafter, and authorizes disclosure of information to third parties relating to its Account payment history (and any Authorized User on an Account). If the Holder or Authorized User(s) requests any Card services, the Holder or Authorized User(s) consents to the release of the Holder's or Authorized User's personal data to VISA USA, Inc. and its member financial institutions and/or their respective contractors for the purposes of providing such services. The following general provisions apply to all uses of the Card:

### GENERAL PROVISIONS

**1. Liability.** The Bank will issue and deliver the Card(s) to the Holder and Authorized User(s), as requested by the Holder. The Holder shall be liable for all authorized (and certain unauthorized) extensions of credit obtained through the use of the Card. However, the Authorized User may, for the Holder's convenience, make payments and/or otherwise take actions on behalf of the Holder with respect to the Account. The accepting, signing or use of any Card shall bind both the Holder and the Authorized User to whom the Card(s) was delivered to all of the terms and conditions of this