

**DORAL BANK
SUPPLEMENTARY DEPOSIT ACCOUNT AGREEMENT
AND OTHER BANKING SERVICES**

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SECTION I. GENERAL PROVISIONS

1. DEPOSIT ACCOUNT AGREEMENT

This Supplementary Individual Deposit Accounts and Other Banking Services Agreement, including the Appendixes thereof (hereinafter denominated as the "Agreement") contains the terms, conditions, rights and responsibilities that shall govern your banking relationship with Doral Bank (hereinafter denominated the "Bank"). The Agreement and its Appendixes may be amended or complemented from time to time. The customer may request a copy of this Agreement and/or of the Truth in Savings Agreement (also known as TISA) Disclosure applicable to the account that you may wish at any time, in any of our Doral Bank branches in Puerto Rico or through TeleDoral by calling (787) 749-7000, or at our toll-free line at 1-800-981-6911. This document is also available in Spanish.

2. CUSTOMER IDENTIFICATION PROGRAM (CIP) NOTICE

In order to assist the government in the fight against the financing of terrorism and money laundering activities, federal regulations require all financing institutions to obtain, verify and maintain information that identifies all persons who open a Bank account. When you open an account, we will ask for your name, street address, date of birth and other information that allows us to identify you. We may also ask to see and copy your driver's license or other identification documents. You will agree to use your Bank account or other services described in this Agreement, only for legal purposes and pursuant to applicable laws and regulations, including those aimed at preventing money laundering. The Depositor acknowledges that in compliance with internal Bank policies and/or provisions of applicable law or regulations (including the provisions of the Office of Foreign Assets Control "OFAC") of the Treasury Department of the United

States this Bank may be compelled to freeze or withhold funds and/or to return them to appropriate authorities.

3. DEFINITIONS OF TERMS

The following terms used in the text of this Agreement shall have the following specific meanings:

- a. **Assets:** The term assets, as used in this Agreement, includes commercial goods and merchandise and each of the documents related therewith and will also include funds, rights and all types of property, whether personal or real and all rights, claims or interest of the Depositor in said properties.
- b. **Certificates of Deposit:** A fixed term account having the particular characteristics as defined in this Agreement.
- c. **Account:** Means a deposit account opened through a Deposit Account Application.
- d. **Savings Account:** An account that is established for the accumulation of funds and for which the Bank reserves itself the right to require a seven (7) days prior notification before allowing withdrawals.
- e. **Checking Account:** An account subject to the withdrawal of funds through checks, payment orders and electronic transactions. For interest bearing checking accounts the Bank reserves the right to require a seven (7) days prior notification to effectuate any payment from the account.
- f. **Money Market Account:** Savings account with limited transactions that have an annual percentage yield that may change at any time. Some money market accounts allow the issuance of checks.
- g. **Designated Account:** Means one or more of the accounts were opened under the Agreement / Application Deposit Account, which has been designated for either automatic teller machines or Tele Doral service.
- h. **Related Account:** Checking Account opened under the deposit account application and associated to the line of credit.
- i. **Reserve Account:** Also denominated as Reserve Line of Credit; it is activated when the depositor has executed a Reserve Account Credit Application in accordance with the terms and conditions of the Bank, pursuant to which, if approved by the Bank, the depositor may will use same to cover drafts against insufficient funds in the related Account up to a maximum defined in the line of credit approved.
- j. **Depositor:** Means all the people designated to perform transactions into the account or person or entity or both.
- k. **Cash:** Means legal currency of the United States of America.
- l. **Item:** Means any check, payment order, letter of exchange or any other document that represents an entry that affects the Account.
- m. **Federal:** Means from United States of America
- n. **Local:** Means from Puerto Rico.
- o. **Receptor:** Person or Entity that authorized in written the Depositor to perform transactions into the account.

4. AMENDMENTS TO THE AGREEMENT

The Bank reserves the right to amend, modify, alter or revoke this Agreement, any of the Appendixes thereof and any of the rates applicable to the services offered. Any change made to this Agreement shall

enter into effect 30 days after the date on which it is notified to the Depositor. Said notification, unless the current regulations in effect provide otherwise, shall be made by regular mail and/or will be published in the Bank Bulletin Board.

5. APPLICABLE LAW

This Agreement is subject to the laws and regulations of the United States of America and of the Commonwealth of Puerto Rico. If any of the provisions contained in this Agreement were to be annulled or invalidated under any law, the remaining provisions and conditions of this Agreement will continue in full force and effect.

6. OPENING OF ACCOUNT

6.1 The Depositor is bound by the provisions of the Truth in Savings Accounts Disclosure (also denominated as TISA) applicable to each account as provided in the Deposit Account Application.

6.2 The Account may be opened as an individual, and/or, or joint account.

6.3 The Depositor hereby agrees and binds itself to open accounts specified in the Account Deposit Application and agrees to present to the Bank all documentation required thereby. The Depositor understands and agrees that acceptance of the opening of said accounts by the Bank is subject to the terms and conditions provided in this Agreement.

6.4 The Depositor authorizes the Bank to realize the credit, banking, personal or commercial investigation that the Bank consider necessary to open an account.

6.5 The Bank reserves unto itself the right to close the Account without prior notification when the Depositor fails to provide any required documentation.

7. ACCOUNTS OPENED OUTSIDE THE BANK'S PREMISES

Accounts opened outside the Bank premises are subject to compliance with all the applicable regulatory and operational requirements established by the Bank for account openings. In the event that a prospective customer does not comply with the Bank's requirements, the Bank under its discretion can refuse to open the account. Likewise, the depositor cannot request the bank's officer to receive cash deposits outside the Bank premises. In such event the depositor will have to realize the deposits in person at any of the Bank's branches.

8. NUMBER OF ACCOUNTS

Upon opening a deposit account, the Bank will assign an identification number thereto that the Depositor agrees to record in each and all effects drawn or deposited, as well as in all deposit slips, stop payment orders or in any communication related to said account. The Bank assumes no liability for errors that may arise when the Depositor fails to indicate the assigned account number. The Depositor will verify all check forms and deposit slips provided by the Bank to make sure that the account name and number are correctly printed. The Bank's liability, in the event of any error in printing the check and deposit ticket forms, will be limited to providing new check and deposit slips forms correctly printed.

9. FORMS

9.1 When opening a checking account the Depositor will request the initial checkbook and deposit slips containing all of the required data within the range of companies authorized by the Bank to provide these services. The Depositor does bind itself to using said documents in the manner prescribed by the Bank from time to time. In specific terms, the check forms will contain a printed strip in special type font in special ink in which the data defined by the Banking industry will be pre-printed and the Depositor binds itself to neither change nor change or in any manner modify said strip and

to write data in said documents in a legible manner and does hereby hold the Bank harmless of any and all errors of interpretation in which the latter may incur by virtue of any such illegibility.

9.2 The Depositor may choose any model of checks that it will use within the range of different models that the Bank will furnish thereto and the cost thereof will be paid by the Depositor.

9.3 The Depositor agrees to carefully examine all checkbooks and deposit slips that it receives from the Bank to ascertain that these are properly printed and will immediately notify the Bank of any errors therein and will return them to the Bank.

10. CHECKBOOK ORDERS

When opening a checking or combined account, the Depositor shall process checkbook orders with supplier companies that comply with the quality and processing requirements of the Bank. If the Depositor chooses a company different from the supplier companies authorized by the Bank, the Depositor can use the checks after the Bank inspect and evaluate the check to verify that the item complies with the Bank's requirements. Depositor accepts the total responsibility of using checks provided by companies not authorized by the Bank and the Depositor also accepts that the Depositor will be responsible for any damages that said action can cause to the Bank or to third parties.

11. BALANCES

The minimum balance required to open each of the deposit accounts available at the Bank, as well as the balances for services charges or maintenance charges of the account, shall be defined in the disclosures applicable to every type of account offered by the Bank, provided, that the Bank may, at its option, modify the required balances from time to time, which will be notified in the account disclosures, Bulletin Boards and/or through written communications to the Depositor.

12. BRANCHES AND OFFICES

The Bank will, at its option, accept deposits and payment orders or withdrawals of funds at its branches and offices that are not those where the account is kept.

13. BUSINESS DAY

The Bank operates from Monday through Friday, except holidays. Eventhough the Bank offers banking services to the public on some Saturdays, Sundays and holidays, these days are not considered to be business, banking or operating days. Service days and hours are posted at each branch, subject to the changes that from time to time the Bank will determine, at its discretion. Services through the internet may be accessed through www.doralbank.com, 24 hours per day throughout the year, subject to availability of communications systems and to the terms and conditions for use of said services. The Bank will process your deposits following the terms and conditions established in the Regulation CC notice contained in this agreement. Other transactions made at the branches can be processed on the same day than effectuated or at the next day or according to the notice of transaction's service hours located at the branches or ATMs.

14. APPLICATION OF TRANSACTIONS

Transactions in the account will be reflected and will be effective on the Bank's working days, during working hours. Transactions received outside of said hours or said working days, will be deemed to have been received and processed on the following working day. The Bank may open any or several of its branches on Saturdays and Sundays to offer limited banking services and such days will not be

considered to be working days for purposes of this Agreement and the transactions performed on said days will be processed and posted with the date of the following working day.

15. DEPOSITS

15.1 Deposits may be made in person in any of the Bank branches, deposit boxes or by any method that the Bank may provide, such as automatic teller machines, kiosks and electronic fund transfers. The Bank shall not be liable for your deposits until it takes knowledge of the receipt thereof. You should not make cash deposits in branch deposit boxes, automatic teller machines or in kiosks and if you do so, you will assume the risk thereof. The determination of the Bank in reference to the amount deposited in cash in that manner shall be final.

15.2 In the case of checking accounts, upon receipt of a deposit, the teller will verify all documents or instruments of any class that may be presented for deposit to the Bank in the account, including, but not limited to, checks, money drafts, Bank drafts, payable through check, travelers checks, Bank acceptances (when due), negotiable certificates of deposit (when due), certified checks, official cashier's checks and other Bank checks deposited subject to be verified in the central processing unit of the Bank and said deposits will be duly adjusted in the case of errors.

15.3 In the case of savings accounts, the Bank teller will verify all items that appear listed in the deposit ticket and the case of accounts that require an account booklet, the teller will record the amount that appears in the deposit slip in said booklet, and any difference that results from subsequent verification of the deposit will be debited or credited to the account.

15.4 The Bank will accept deposits to the account in cash, transfers of funds and other cash items or instruments (the items or instruments hereinabove described) drawn in legal currency of the United States of America, net of any expenses or commissions incurred by the Bank in the collection of said items or instruments. Deposits made in cash in legal currency of the United States of America shall be available for payment on the following business day of the deposit. Deposits of funds in checking accounts that are not in cash will be available in accordance with the regulations of availability of funds of the Federal Reserve System, as same are described in the Funds Availability Disclosure (Regulation CC), Appendix E of this Agreement and as may be periodically published by the Bank. The Bank will not accept checks or orders of payment drawn against Banks that are not located in the United States of America, its territories or possessions that are not collectible through the check collection system of the Federal Reserve System. The Depositor may not draw payment orders against uncollected funds and the Bank reserves unto itself the right to refuse payment orders drawn against said uncollected funds.

15.5 Checks and orders of payment deposited into the account will contain such endorsement in the form indicated in Regulation CC of the Federal Reserve System Governing Board, which shall be registered in accordance with the specifications provided in Appendix E, on the Availability of Funds in this Agreement.

15.6 Deposits will be considered to be received by the Bank in accordance with the following rules:

- a. Deposits through branch offices and in the express box in branch office platforms will be considered to be received on the same day of the transaction, if they are made during working hours of the branch in question. Deposits made in automatic teller machines located on Bank premises will be considered received on the same day, provided that they are made before 3:00 o'clock p.m. . Those made after said hours or on a day, on which the Bank is not open to the public, will be considered to have been received on the following business day.

- b. Deposits made in night deposit boxes will be considered to have been made on the next business day following the date on which the deposit was placed in the deposit box and will be processed and posted before the end of working hours of that day.

15.7 All items that are either credited to the account or paid in cash by the Bank are conditionally credited or paid in cash subject to final payment to the Bank. The Bank may debit the sum of any of such checks or other items, whether or not they have been returned or not to the Depositor and until such time as the proceeds, thereof are received by the Bank. Until such time as the face value of same are required, the Bank shall be deemed to be the holder of said items at the Depositor's risk and the Bank does not assume more responsibility than that of exercising reasonable care. The Bank neither assumes liability of any sort for the acts, omissions or negligence of the correspondent Banks, agents or sub-agents to whom the collection of items deposited nor assumes liability for the loss of items in transit. The Bank as well as its correspondents, agents or sub-agents may directly or indirectly remit items deposited to any Bank, including the drawee Bank and may accept a credit that the latter may grant as conditional payment in lieu of payment in cash without assuming liability to the Depositor with respect to any loss that may arise by reason of accepting payment in such a manner.

15.8 For purposes of making deposits, the Depositor will use the deposits slips. The Depositor shall write his/her name, account number, date of the deposit, the branch where the account is kept and the amount of the deposit in a clear and legible manner. When the deposit ticket is not provided all of this information, or when the Depositors name and/or account number is not placed on the deposit slip or does not exactly agree with that which is appropriate for the account in which the deposit is to be made, or when it is reasonable to conclude that the information written in the deposit slip is partially or totally illegible, The Bank may fail to credit the account for the sum of the deposit until it is able to determine any of these particulars with certainty and the Bank shall be expressly released from the obligation of paying drawings made against said deposits that are not accredited to the Depositor for the reasons hereinabove indicated.

15.9 The Bank reserves its right to accept a deposit in checks deposited with previous endorsements to the account owner or authorized person, including officers or managers checks. Likewise, in the event that at any time the Bank determines that the cash deposited is false or that the checks or other items deposited were issued or cashed improperly or fraudulently or if the Bank receives a claim regarding the items deposited, the Bank can debit the correspondent amount in any account. In said event, the Bank will notify by mail the account adjustment.

15.10 All items (including Cashiers' Checks, Official Bank Checks and others of similar nature) received by the Bank for deposit on any day other than a non business day, or on a business day after the closing of the Bank for deposits and withdrawal of funds, shall be considered as received on the following business day.

15.11 The Bank may ignore all information or writings contained on checks or deposited items for collection other than the signature, identification of the drawee and the drawer Bank, the amount of the check and other coded information in accordance with Bank practices.

15.12 The Bank may and is authorized to announce a demand for payment, notice of maturity and/or non-payment, protests of any and items received for collection or as part of deposits to the account.

15.13 The Bank may refuse payment, without incurring liability with respect to the Depositor, of any check, payment order, drawing or withdrawal for which funds have been deposited or will be deposited on the same day of presentation for collection of such drawing, even though the delivery of funds may have been made by the Depositor in cash. Payment by the Bank of any check, payment order, drawing or withdrawal does not constitute a waiver of the Bank's right to refuse payment in future cases.

15.14 The Bank reserves the right to create an electronic image of the original checks and other items that are received for deposit for interchange by electronic means. This process entails the destruction of the originals of said checks or items and on occasion the creation of a substitute check. A substitute

check is a reproduction on paper of an electronic image of the original check that complies with the requirements provided by the federal law denominated as the Check Clearing Act for the 21st Century Act (Check 21). Said checks have the same legal validity as the originals issued by you. The Bank may require certain guarantees and indemnifications as a condition for a substitute check created by a non-Banking entity.

16. ENDORSEMENT OF ITEMS

The Depositor may not place any endorsement, printing or any other marks on the back of any items issued or deposited by the Depositor that may adversely affect the legibility of the endorsement of any depository Bank that appears in the area designated for endorsement, as provided by Regulation CC of the Federal Reserve System Governing Board and as provided in the Funds Availability Disclosure by the Bank, included in this Agreement. The Depositor will be liable to the Bank for any loss caused by any of said printings or marks on an item at the time of issuance or if deposited, irrespective of who placed said printings or marks on the check.

17. WITHHOLDING OF FUNDS

17.1 The Depositor hereby agrees that through regulations the Bank may establish withholding periods during which drawings may not be made against items that are not payable in the Bank itself. These withholding periods are established to ensure that the period provided in the applicable regulations or in the Clearing House Rules have expired for the return of the items. The Bank may accept items as a collections agent for the Depositor and in the case of items deposited in checking accounts, will make the proceeds of those items available in accordance with the availability of funds policy.

17.2 The withholding period will apply to all deposits of any class, unless specific instructions have been given by the Depositor and accepted by the Bank in writing or that the Bank notifies to the Depositor that the item in particular will be presented for direct collection at the drawee Bank or in any other manner rather than through the Clearing House, in which case the funds will be credited and will be available only when finally they are collected by the Bank and the appropriate service charges have been made for collection efforts.

17.3 Notwithstanding the above, funds represented by checks and other items drawn against drawee Banks in foreign countries may not be deposited in any account.

17.4 If the Bank receives a summons, service of process, order, restraining order, injunction, embargo, lien or notification (hereinafter denominated as a "judicial"/administrative requirement"), which, in the Bank's opinion affects the funds deposited in the account, the Bank may, at its option, and without incurring liability of any sort, refuse to comply with payment orders or withdrawals of funds from the account, retaining the balance thereof until the judicial requirement has been disposed of to the Bank's satisfaction. The Depositor is hereby bound to reimburse the Bank for any and all expense that it may incur by reason of the judicial requirement, as soon as so notified by the Bank.

18. COLLECTION OF ITEMS DEPOSITED IN ACCOUNTS

18.1 All items and related documents that are not payable in the office or branch where the account is kept (including items drawn against and payable in other offices or branches of the Bank) are received by the Bank only as an agent of the Depositor to be transported or transmitted at the Depositor's risk, either by mail or other means. These items will be directly sent by the Bank or place in circulation through any of our branches or correspondents, subject to the rules and regulations thereof, which the Depositor expressly accepts (including any rules or regulations of a Clearing House), applicable to the Bank, its branches or collection agents or directly sent to the drawee Bank, the drawee or payment agent for payment in any case cash, application to the Bank, draft or certification of the drawee, the drawee Bank, the payer Bank or any other Bank; all of which shall be without liability to the Court for any act, negligence or omission of any correspondent, agent or sub-agent.

18.2 The Depositor does hereby irrevocably authorize the Bank to charge to its account the sum of any items that have been deposited in the account and that turns out to be uncollectible for any reason. The Depositor hereby further authorizes the Bank to send by mail or by courier, at the Bank's option, any and all items returned unpaid and the Bank will not be liable for the loss or destruction of said items. The Bank will not present protest or special collection endeavors with respect to said returned items.

18.3 The Bank is hereby authorized to waive presentment, notice of dishonor and protest with respect to all items acquired by or for deposit by the Bank.

19. ITEMS DRAWN AGAINST THE ACCOUNT

19.1 All items drawn against the account will be honored at the branch whereat the account is kept or in any other branch during working hours and during business days in which the Bank offers Banking services. However, the Bank reserves the right to refuse acceptance of said items when, at its option and for just cause, so deem it appropriate. The Depositor may only draw checks, payment orders, drawings or withdrawals against funds deposited in the account using the printed forms that have been provided to it by the Bank. The Depositor will be obligated to immediately notify the Bank of the unauthorized use, loss or theft of the deposit slips or check forms supplied by the Bank, which notification may be made in writing or by personal visit to the branch whereat the account is kept.

19.2 The Bank is hereby authorized to pay and charge against the account: all checks, payment orders and withdrawals that may be drawn by the Depositor under the authorized representatives or agents that the Depositor may have designated for such purposes in the documents that the Bank has provided for such purposes. The checking account will be also debited on the date on which a notification has been made through electronic media to the effect that an item that has been drawn against the account has either been deposited for collection with another financial institution or that another financial institution is returning an item drawn against said financial institution that was deposited in the account. The determination of the balance of the account for purposes of the return of items drawn against the account that are presented to the Bank against uncollected or insufficient funds, may be effected at any time from the date of receipt of said electronic notification or of the presentation of said item drawn or returned, or of a substitute check, whichever is first in time. The return of items drawn that do not comply with the other requirements for your payment as provided in this Agreement may be made once said depository financial institution presents the item drawn and same has been examined by the Bank.

19.3 The Bank reserves the right to refuse payment of any item drawn against the account that is not issued in conformity with the usual practice and instructions of negotiable instruments with respect to date, signatures and negotiability. With respect to amounts, the Bank will pay no item wherein the amount as written in numbers is different from the amount written in letters or by protective check machine. The Bank may refuse to pay any check, substitute check or item that orders a debit to the account (draft; drawing) if: (i) same is (a) issued or endorsed in an incorrect or incomplete manner; (b) is issued in a manner nor approved by the Bank; (c) is not authorized for deposit into the account; (d) is not authorized for payment; (e) is made with greater frequency or for a greater amount than allowed by the Bank; (f) is made for an amount greater than the minimum withdrawal permitted in the account (if such a condition exists) (ii) there is any dispute regarding the account; or (iii) the account is under embargo or subject to a lien, has been pledged as security for a loan, availability of funds in the account cannot be verified or the account has been debited for an obligation that has not been timely paid to the Bank.

19.4 The Bank further reserves unto itself the right to refuse payment of effects that are presented on the same day on which the deposits are made to cover them, even though the delivery of funds to honor the payment has been made in cash by the Depositor or when the account withholding period has not expired and the Bank will incur in no liability for exercising that right, provided that the payment of any of said checks will not be construed as the waiver of such right. The foregoing provision shall be applicable in the event that the Depositor has not on sufficient available credit in the reserve account to cover the entirety of

the items presented for payment and even when having such credit available, is in violation of any of the terms and conditions thereof.

19.5 All instruments executed by the Depositor or its authorized agent may be paid by the Bank to a beneficiary without incurring in liability of any sort, if said instrument is payable to the order of a fictitious person or to one that does not exist and that fact is known by the Depositor, its employee or other agent who furnished the name to the beneficiary.

19.6 In the event of the improper return of any check or other drawing by reason of error or mistake by the Bank, irrespective of the reason expressed by the Bank for the return and other circumstances that may concur, the Bank will be liable to the Depositor only for the real and effective damages that the Depositor may sustain. Damages to the Depositor's reputation may neither be assumed nor shall the Bank be liable for payment of indemnification for the mental anguish and suffering of the Depositor; nor shall damages be presumed to have been caused to the Depositor's business and affairs. Real and effective damages that the Bank may be called upon to indemnify shall be those that the Depositor may clearly and conclusively prove and that may be clearly established in a sum certain in money.

19.7 The Bank reserves unto itself the right of [paying any check presented within six (6) months after its issuance date; provided, however, it may charge the amount thereof to the account without incurring in liability. The Bank will not pay checks or items presented for payment after twelve (12) months from the issuance.

19.8 In compliance with the legal provisions applicable to the Bank in regard to the Legal Reserve thereof, the Bank reserves unto itself the right to require a prior written notice of no less days for the withdrawal of funds deposited in the investment or savings section of a combined account.

20. PAYMENTS AGAINST UNAVAILABLE FUNDS

20.1 The Bank is under no obligation to negotiate, accept or pay items drawn against accounts that do not have available funds and the acceptance of such items by the Bank will not be construed as the waiver thereof by the Bank to the rights of said reservation. If there are sufficient funds to cover some but not all of the drawings against the Account, the Bank may, at its entire and unfettered discretion, decide which drawings it will pay.

20.2 The Bank may also refuse to pay drawings made against the temporary credit made in who or in part at any time before receiving payment in cash of the items deposited, limiting itself to the term to which the funds deposited and declared by the Bank to be subject in its availability of funds policy unless there is available credit under the reserve account balance under the Depositor's name.

21. UNFORSEEN CIRCUMSTANCES

21.1 The Bank will not be obligated to accept transactions in the account under cases of *force majeure* or under unforeseen circumstances, which may make it impossible for the Bank to conduct normal operations during normal working days or within regular working hours.

22. OVERDRAFTS IN THE ACCOUNT

22.1 The Bank will determine at any moment between the time of receiving an item drawn against the Bank and the time limit established by the Bank for the return thereof whether there are funds available for

payment of a drawing. The Bank will make one single determination of availability of funds. If this determination reflects that there are insufficient funds in the account to pay the drawing, the Bank is not obligated to pay same and may return same. The Bank is not obligated to serve a prior notice of return before ordering the return of the drawing for insufficient funds.

22.2 The Bank may, at its sole option, pay a payment order or item, thereby creating an overdraft in the account, provided that payment of one or more overdrafts does not obligate the Bank to pay subsequent overdrafts.

22.3 An insufficient account balance that is not covered by a line of credit or reserve account is subject to service charges against the account, as provided in the Truth in Savings Accounts Disclosure. The Bank may impose such service charges as may from time to time be adopted for payment of items that cause overdrafts in the account to compensate the Bank for special handling required by such payment. The Bank may also impose interest for the amount of the overdraft in the account, at such interest rates that may from time to time be determined by the Bank, subject to the provisions of applicable laws or regulations. Said service charges and interest for overdrafts in the account will be debited to the Account from the date on which the overdraft is created until the date on which final payment thereof is made in full. The Depositor shall be liable for covering the balance in overdraft in the account even when same increased through service charges and through interest. Moreover, the Depositor will reimburse the Bank for any other expenses incurred in the collection of the overdraft, including, but not limited to, lawyers' fees and litigation expenses.

22.4 The Bank is authorized, at its option, to off-set the overdraft balance in the account against any other funds that the Depositor may have in its favor in the Bank; provided that the Bank may off-set overdrafts in any account indistinctly and/or jointly and against any funds deposited in any other account.

22.5 The types of transactions that may generate overdraft service charges include: checks, withdrawals in branches, withdrawals in automatic teller machines (ATM) and other types of electronic transactions.

23. FRAUDULENT ITEMS

The Depositor hereby agrees that in the event that the Bank pays or honors an item which the Depositor may claim as fraudulent, it shall present to the Bank a statement under oath to those effects executed before a Notary Public and the Bank will not be obligated to consider the Depositor's claim until said statement under oath is submitted to the Bank. Any payment made by the Bank under said claims shall not be construed as a waiver by the Bank of its rights under this Paragraph. In the event of falsification or alteration of checks, the Bank reserves unto itself the right to impute negligence to the Depositor.

24. DATES ON ITEMS

24.1 The Depositor assumes all liability for the issuance of post-dated checks.

24.2 In the event that an undated item is presented to the Bank, the Bank is authorized, but not obligated to do so, to record said item, at its entire discretion, on the date on which it is presented or any prior date and may deem the check to be so dated for all intents and purposes. The Bank will not be liable for damages or losses claimed by either the Depositor or third parties for payment of a post-dated check.

24.3 The Bank may debit the account for postdated checks presented for collection prior to the date indicated on the check unless the Depositor notifies the Bank that it has issued a post-dated check and describing same with reasonable certainty. The Bank will maintain said notification as a stop-order that will remain in effect until the date of the check. Therefore, same will be governed by the same terms and conditions established for stop payment orders of the check. Said suspension will be subject to the same service charges provided for stop payment orders of checks.

24.4 The Bank is not obliged to pay a check that is not certified, if said check is presented to the Bank for its payment after six (6) months from its issuance date, but the Bank may charge its amount if, in good faith, the Bank paid the check after said date.

25. STOP PAYMENT ORDERS

25.1 The Bank will accept stop payments of checks and preauthorized debits requested in the forms provided by the Bank and are available at any of our branches or through the orders that are made over www.doralbank.com or by TeleDoral subject to the terms and conditions that the Bank indicates and agrees, provided that the application is made before the item has been paid or the debit has been preauthorized. The Depositor agrees to indemnify the Bank for any loss or liability and for the associated costs and expense in which the Bank may incur as the result of refusing payment of the items whose payment has been stopped. The Bank shall not be liable in the event that any item whose payment has been stopped is in fact paid if done so due to inadvertence or accidentally; nor shall it be liable if such payment is among other items drawn by the Depositor that are returned for insufficiency of funds. All stop payment orders requested during a working day will be considered to be in effect on the following working day after the date of request and shall be kept in effect for a period of Six (6) months from the date of request unless, before expiration of that term, the Depositor either leaves it without effect or requests the renewal of the order for Six (6) additional months. No stop payment or revocation of payment will be considered to be valid unless same is made in writing and that it is delivered to the Bank or is made through the electronic web page or through TeleDoral. The Bank will not be obligated to accept any stop payment or suspension order of a certified check, cashier's check, official Bank check, Bank draft or money order or similar item drawn by the Bank against itself.

25.2 The Bank will accept stop payment orders of check or preauthorized debits by any Account Holder.

25.3 The Bank will accept stop payment of checks that are in blank, lost or stolen, that are reported in writing to the Bank, provided that said checks are pre-numbered and bear the Depositor's account number and name pre-printed on the face of the check. In the event of the loss or theft of checks in blank that do not have either a pre-printed account number or check number, the Depositor must close the account and open another one with a new account number. If the Depositor fails to do so, the Depositor will be liable to indemnify the Bank in the event of losses or claims for inadvertent payment of said items.

25.4 In the case of stop payment orders of pre-authorized debits, the Depositor must notify the stop payment order in writing of the request that originates the debit and to present to the Bank a copy of said request in order that the Bank may process the suspension order. In order to stop the payment of a preauthorized electronic transfer, the Depositor will have to notify the Bank verbally or in written, of the suspension order with at least three (3) business days prior to the effective date of the preauthorized debit. If the stop payment order is verbally notified to the Bank, the Depositor will have to confirm the stop payment order in written in a period not to exceed fourteen (14) days from the date the Depositor verbally communicate the stop payment request to the Bank. If the Bank does not received the written confirmation of the verbal stop payment order request during the herein established fourteen (14) days, the stop payment order will be deemed as not received by the Bank and will remain invalid after the fourteen (14) days period.

26. AUTHORIZED CHARGES

26.1 The Depositor further agrees that the Bank is authorized to charge to the account the amount of services, expenses, commissions and disbursements incurred by the Bank for services rendered to the Depositor or for purposes of matures obligations of the Depositor, or interest due in obligations owed by the Depositor to the Bank. The Bank will not be liable for rejecting checks or orders of withdrawal for insufficiency of funds in the account that are the result of service charges processed pursuant to the terms and conditions of this Agreement.

26.2 The Bank may vary the applicable services charges from time to time, through service of a written notification.

27. OFF-SETTING OF DEBTS

The Bank is authorized to debit any sum of money owed to the Bank by any the Account holders for any purpose against the Account without need of prior notification, subject to the applicable provisions of Law.

28. INTEREST BEARING ACCOUNTS

28.1 The Bank will pay interest on the balance in interest bearing accounts at such rates and under such terms and conditions that are periodically disclosed.

28.2 Payment of interest in interest bearing accounts shall be made in accordance with the terms and conditions of each account.

28.3 Interest will computed and either paid or credited to the account in accordance with the periods stipulated from time to time by the Bank to that effect, as published in informative bulletins. In the case of accounts with respect to which the Bank will furnish an account statement to the Depositor, the amount of interest credit will appear reflected in said account statement.

29. ACCOUNT STATEMENT

29.1 In those accounts in which an Account Statement is produced, the Bank will send a statement as required by this Agreement. The account statement reflects all transactions made against the Account during the period covered therein.

29.2 The periodic account statement will be accompanied by either a substitute check or an electronic reproduction of cancelled checks and any other item processed during the account cycle. The Bank reserves unto itself the right to retain, destroy the checks, issue substitute checks or return other original items. The statement will be sent by mail to the most recent mailing addressed provided by the Depositor as it appears in the Bank's files.

29.3 The Depositor must notify the Bank in writing if no Bank statement has been received within 15 days following the close of the appropriate cycle.

29.4 The Depositor must immediately examine the account statement and the documents sent therewith and will notify the Bank of any error or unauthorized charge, including, but not limited to, charges for altered checks, those with counterfeit signatures or bearing unauthorized signatures within a term of 30 calendar days from the date of the account statement. If within that term the Bank does not receive said notification, the account statement and its addenda will be deemed to be correct and accepted. The Depositor will release the Bank for assuming the correctness of the account statement. Any claim by the Depositor involving errors reflected in the account statement, provided that they do not arise from an electronic transfer, will be deemed as waived and will lapse are same are not notified to the Bank within a period of 30 calendar days from the date of the account statement.

29.5 The Bank will not be liable for a charge to the Account if: (a) the Depositor failed to exercise due care in verifying the account statement and failed to notify the Bank within the term provided in Section 29.4.

29.6 The foregoing notwithstanding, in the event that the receipt of substitute checks in your account statement, you must review and report to the Bank within the aforementioned term and pursuant to the

provisions of CHECK CLEARING ACT FOR THE 21ST CENTURY ACT (CHECK 21), with respect to any claim that may arise out of said substitute checks.

29.7 In the event that your Bank statement reflects un-authorized electronic transactions, i.e., any error that refers to any debit, credit and/or card with access to automatic teller machines, the Depositor shall refer to the Electronic Transfer of Funds Disclosure, for instructions applicable to this type of transaction.

29.8 If the Depositor makes a valid claim pursuant to this Section, the Bank will investigate the claim and will take such action as may be necessary or appropriate. The Bank reserves unto itself the right to request and the Depositor must furnish any document or statement under oath ["affidavit"] that may be necessary to process any claim under this Section.

30. AUTHORIZED SIGNATURES AND POWERS

30.1 Authorized signatures to draw and order drawings against the account will be registered in the signature cards provided by the Bank for those purposes.

30.2 The Depositor agrees that it will immediately notify to the Bank any change of their powers and in the case of corporations or partnerships of changes in its directors, officers, executives, administrators and agents or representatives that have been authorized to sign documents in connection with the account, and accepts and acknowledges that the Bank may act and accept the authorization issued by the Board of Directors of the Corporation or by the partners of the partnership until such time as the authorized persons to act on behalf of the Depositor and to accept the authorized signatures of said persons, according to the type of firm signs those consigned in the resolution form and the signature cards that the Bank has for those purposes.

30.3 The Bank reserves the right to carefully act with respect to acceptance of authorized signatures and to perform all actions that may be essential to satisfy the performance of its responsibilities with respect to the acceptance of such signatures, including consultation with its own advisors.

30.4 The Depositor does hereby agree that the Bank will incur in no liability when the latter in good faith pays any item that results to be counterfeit and/or illegally signed when said signature, at the time of presentation and payment, reasonably seems to be or is similar to the Depositor's signature as registered in the Bank's books, except when prior to the payment the Depositor shall have notified the Bank of the loss or theft of the Depositor's checkbook or of the facsimile signature stamps thereof, in which case the Bank's liability shall be limited to indemnify the Depositor of the amount of the forgery item.

30.5 Nor shall the Bank incur in liability if it refuses to honor payment of an item wherein the signature does not exactly concur with the signature registered in the Bank's records. Nor shall the Bank be obligated to honor an item drawn against an account in which a facsimile made by machine or by a rubber signature stamp of the authorized signature, unless such facsimile shall have been previously registered with the Bank. Even in the case that said facsimile may have been registered with the Bank, the latter will not incur in liability at all by honoring items drawn through such facsimile signatures when same agree with the facsimiles registered in the Bank's files.

30.6 You hereby bind yourself to registering your signature again if the latter noticeably changes from the one registered in the Bank's files. You do hereby release the Bank from liability for failure to pay any orders or drawings that the Bank refuses to pay by reason of a difference in the registered signature.

30.7 You do hereby agree that as part of the process of creating electronic check images or other original items for purposes of exchange in electronic format, security attributes that your original checks contain may disappear. The Bank assumes no liability for the loss thereof that may result from having paid a substitute check that it would not have paid if it had received the original check bearing the corresponding security attributes.

30.8 Persons who are not able to read or write and wish to open a savings account may do so by presenting to the Bank one witness who will sign as such in this Agreement/Application Deposit Account and the appropriate signature cards on which the Depositor shall have affixed his/her fingerprints and shall have given a physical sign that will serve to facilitate your identification in the future. The Depositor

will submit to the Bank two photos that will be attached to your signature card and identification by the witness. Fund withdrawal forms will bear the Depositor's fingerprints and the witness' signature.

31. TRADE NAMES

31.1 When the Depositor is one or more people who conduct any type of business under a Trade Name ("doing business as"), they must sign an agreement with the Bank as "Doing Business As."

32. ACCOUNTS IN THE NAMES OF MINORS

32.1 In order to open an account under the name of a minor, and also to make drawings and withdrawals of funds from said account, it will be necessary for the parent or guardian of the minor to sign the applicable documentation required by the Bank. In the event that parental authority [*patria potestad*] is assigned to only one of the parents or to a legal representative, it will be necessary to present to the Bank a certified copy of the Court resolution containing the appropriate judicial authorization.

32.2 Subject to the orders of the Court in said authorization, any account opened under the name of the minor must contain the minor's full name and the name of the custodial parent, the parent having parental authority, the legal representative or legal guardian.

32.3 Subject to the provisions of the Court resolution granting judicial authorization, all drawings of fund withdrawals shall be made by the parent, legal representative or guardian or by the custodial parent who shall also be the person authorized to make transactions in the account.

32.4 The funds deposited in the accounts on the name of minors can not be pledged as collaterals of any loans or any other debt or obligations.

32.5 The parent or guardian of the minor will have to authorize the Bank to give to the minor an ATM card that allows the withdrawals from or deposits to the account, including purchases of goods and services in businesses that accept ATM cards. The parent or guardian of the minor, except that by authorizing the minor to obtain the ATM card, they assume the responsibility for the transactions performed by the minor when using the ATM card and the Bank is released herein from any responsibility or damage incurred by the Depositor by accepting or honoring said transactions by the Bank.

32.6 When the minor achieves his/her legal age, the Bank reserves its right to transfer the funds available in the minor's account to the appropriate account as determined by the Bank.

33. AGENTS OR REPRESENTATIVES

The Depositor will sign with the Bank all of the required documentation by the Bank in the event that the Depositor designates an agent or representative to act on behalf of the Depositor will all rights and obligations under this Agreement. When dealing with a corporation, partnership or organization, such documentation shall be accompanied by a Resolution from the Board of Directors or the governing body of the entity, executed in the presence of a Notary Public in the form and manner acceptable to the Bank and once accepted by the Bank, the Depositor does hereby release the Bank from all liability that may be imputed for the acts and omissions of such agent or representative hereunder.

34. CLOSURE OF THE ACCOUNT BY THE BANK

The Bank does hereby reserves the right to close the account at any time by serving a notice upon the Depositor by regular mail at the address contained in our records and requiring the withdrawal of the credit balance within a term of five (5) calendar days from the date of service of the notification. The Bank may, without incurring liability to the Depositor, close the account and send a check thereto for the balance in the account at the address of record in our files. The Bank is hereby authorized to return any drawing or

check unpaid that may be presented for collection by reason of account closure, after having closed the account, and the Depositor does expressly release the Bank from all liability that may arise out of any said return. All accounts so closed by the Bank in the event of mismanagement will be reported to Chex Systems (or to the company that the Bank may from time to time designate) as closure of the account by reason of mismanagement. Once the account is reported to Chex Systems, that information may not be removed and same shall remain thus for the time that said company shall be established. Moreover, the Bank may, without prior notice, refuse to receive deposits credited to the account. In the case of overdrawn accounts during a period of thirty (30) calendar days or more, the Bank will credit same and will close the account in the same manner.

35. LEGAL PROCEDURES AGAINST THE ACCOUNT / EMBARGOES AND SPECIAL CONDITIONS

35.1 The Depositor does hereby agree and acknowledge that in the event of service of process or requirement of embargo entered by a competent Court or Governmental Authority (including, but not limited to, the Treasury Department of the Federal Internal Revenue Service), the Bank will freeze and/or deliver the funds available in the account at the time that the service of process is presented to the Bank, pursuant to the terms and conditions of the order or embargo requirement.

35.2 The Bank is under no obligation to impugn, controvert or challenge the terms and conditions of an embargo order or requirement or to allege any defense that the Depositor may raise *vis a vis* the person or entity who promotes an embargo order or requirement. The Bank will strictly comply with the terms and conditions of any embargo order or requirement, until it is served with a release or resolution entered by the Court who issued the embargo order or requirement setting same aside. The presentation of evidence to the Bank of payment of the debt or discharge of the obligation that gave rise to the embargo order or requirement shall not be sufficient for the Bank to set aside the effects of the embargo or the freezing of funds.

35.3 If the embargo order or requirement was issued against funds in any of the title holders of an "an/or" account indistinctly, the Bank will proceed to proceed with the freezing or delivery of funds as the terms and conditions of the embargo order or requirement, with no need to make any determination with respect to ownership of the funds or the appropriateness of the embargo order or requirement.

35.4 In the event that legal action is filed against the Account, the Bank may refuse payment of a check or drawing against the Account until the complaint is resolved. The Bank will not be liable to the Depositor for any sum of money that may have been paid as the result of the embargo, even though the payment against the Account may cause an insufficiency of funds to pay for the check issued.

35.5 If the Bank incurs in any expense, including, but not limited to, lawyer's fees and un-reimbursed to respond to that legal action, it may debit said charges to the account with no need of prior notification to that effect.

35.6 The Bank may, at its discretion, refuse payment of any drawing or check against the account for a reasonable period of time after receipt of the notification of an existing or potential claim against the Account.

35.7 Any embargo, pledge or lien against the Account shall be subordinated to the rights of the Bank in with respect to secured principal and interest. The rights of the Depositor under this Agreement may neither be assigned nor transferred.

35.8 Any cause of action that may arise hereunder or derived there from will lapse as if same had not been claimed before one year has elapsed.

35.9 The Depositor rights under this agreement cannot be transferred nor assigned.

36. DEATH OF A DEPOSITOR

36.1 In the event of death of any Account Holder, the surviving depositor will promptly notify the Bank. The Bank will codify the account and will freeze the balance thereof in compliance with applicable law. The existing balance in the account will be subject to the provisions of the Puerto Rico Civil Code Estate

and Inheritance laws, the applicable provisions of the Tax Estate and Donations Law and to the Regulations promulgated by the Puerto Rico Treasury Secretary on the matter.

36.2 On the event of the death of an authorized signatory, the Depositor will submit to the Bank such information as may be necessary to substitute the decedent authorized signatory.

37. ADVISES OR NOTIFICATIONS

All advices and notifications that are not covered by the specific provisions hereof, except when by the applicable laws or regulations something on the contrary is disposed, will be published in the bulleting boards of the Bank's branches and they will be considered as an effective notification or advise to the Depositor.

38. EFFECTIVE DATE OF THIS AGREEMENT

38.1 This Agreement enter into effect once the Deposit Account Agreement/Application, of which this Agreement is part, when it is approved and signed by an officer of the Bank as provided therein and will remain in effect until the deposit account is closed at the request of either of the parties.

38.2 The account will be deemed closed at the request of the Depositor when it withdraws the full balance thereof and after that act notifies the Bank of its intention to close the account or, in the absence of said notification, when the account remains at zero balance for 30 consecutive days following the final statement of account.

38.3 When the account is closed, the relationship between the Bank and the Depositor come to an end with respect to the account and will release the Bank of any subsequent liabilities with respect to the account.

39. CHANGES OF ADDRESS

The Depositor agrees to notify the Bank of any change of his/her mailing address. The Depositor authorizes the Bank to revise the mailing address provided to conform it to the criteria that from time to time the United States Postal Service may establish. The Bank will not be deemed responsible for delays on the receipt of the periodic statements or delays of any other notices or mailings, if the Depositor did not notify the Bank of any change of his/her address.

40. PREVAILING LANGUAGE

In the event of any discrepancy in the text between documents related to the account in the languages of Spanish and English, the version in Spanish will prevail.

41. PLEDGING OF FUNDS

The Depositor may pledge to the Bank the funds deposited in the Account to secure any obligation that the Bank grant, if said security is required and accepted by The Bank, subject to the terms and conditions described in this Agreement.

42. ASSIGNMENTS TO THIRD PARTIES

The funds deposited in the Account may not be pledged, assigned or transferred to third parties or institutions to secure loans and other transactions unless the written authorization of the Bank is obtained.

43. INACTIVE ACCOUNTS AND UNCLAIMED BALANCES

43.1 All deposit accounts that for a continuous period of 12 months have no activity of withdrawals, payment of items or deposits; or in the case of savings accounts that during that same period have not presented the savings passbook for updating the payment of interest in same, will be automatically inactivated and no transactions will be accepted in same unless previously authorized by the Bank.

43.2 The Bank may collect charges for failure to make transactions against the Account until the account is active or until the Account is remitted to the entity having the right to receive the unclaimed funds.

43.3 If the account becomes inactive and is an interest bearing account, the applicable interest rate may vary in accordance with the Truth in Savings Accounts Disclosure applicable to the account.

43.4 All accounts that remain inactive without deposits, withdrawals or payments or if it is a savings account without presenting the passbook to update payment of interest for a period of five years or more by June 30, are subject to the dispositions of the Banking Laws that require the financial institutions to published in two instances in a newspaper of general circulation in the island and on the Bank's website www.doralbank.com, close the accounts and transfer the funds therein to the Office of Financial Institutions Commissioner or to any other entity having the right to receive said funds. The Bank is required by said Act. The Bank will not be subsequently liable for said funds and the cost of publishing the unclaimed accounts in the newspaper will be proportionally deducted from the accounts' balances.

43.5 All deposit accounts that are considered to be inactive pursuant to the provisions of Section 43.1 hereof will receive no periodical account statements, as provided in Section 29 hereof.

44. TRANSACTIONS MADE BY FAX OR PHONECALLS TO TELEDORAL

44.1 The Bank reserves its right of refusing transactions to the account originated through facsimile or phone calls without a previous agreement to that effect entered into by the customer and the Bank.

44.2 The Depositor acknowledges that under an agreement to that effect, when the Depositor uses the authentication method agreed, the instructions received by the Bank through said methods will be considered to all the effects as authorized by the Depositor and that the Bank is released from any claim or responsibility when executing said instructions.

44.3 The Depositor agrees to indemnify and relieves the Bank, its directors, officers, and employees of any responsibility related to any claim, litigation, loss or any procedure or sentence and of any cost, including attorneys fees incurred in relation to any direct or indirect negligence, intentional conduct or illegal or unauthorized use of instructions transmitted by fax or telephone.

44.4 The Depositor acknowledges that in order to ensure the quality of services and the due supervision of our TeleDoral service personnel, the Bank may listen to and/or record some of the calls from customers to said service. That possibility is notified to all persons who call TeleDoral who will be given the opportunity to terminate the conversation. The Depositor acknowledges the reasonableness of those measures and expressly consent to having the Bank listens to and records his/her telephone calls to TeleDoral for the aforementioned purposes.

SECTION II: JOINT ACCOUNTS AND INDISTINCT ACCOUNTS

1. JOINT ACCOUNTS (And)

1.1 The Bank may under certain situations and at its sole discretion open joint accounts (&). If yours is a joint account, all account holders will authorize one or more of them to sign in the Account and will jointly require the signatures of two or more persons to effectuate transactions.

1.2 The funds deposited and that may be deposited in a joint account and any additions or accumulation of interest shall be the property of all co-owners as joint and several holders and the Bank will require the appearance of all joint account holders for payments thereby, all of whom must sign the documentation required for the drawing or withdrawal of funds and the Bank shall be free of liability when all of the Depositors do not concur in that manner in joint deposits.

1.3 The joint depositors will not have access to the account through automatic teller machine cards.

1.4 In the case of joint accounts, the appearing depositors agree with the Bank that the Depositor have not been, are not and will not be the private and separate property of any of the depositors nor of any one of them in particular because they are joint property of all account holders and the Bank will honor the fund drawings or withdrawals against the account during the lives of all joint account holders.

1.5 The Depositors further agree that all of the terms and conditions hereunder apply to the depositor hereunder are understood to be applicable to all account holders and related services.

2. INDISTINCT (AND/OR) ACCOUNTS

2.1 In indistinct accounts, the funds deposited therein and that may be subsequently deposited in the joint account, as well as all interest thereby earned, if any, are the property of each of the account holders and joint and solidary owners and as such the Bank will pay or deliver the sum total or a part of the funds in the account to any of the Depositors during the lives thereof. For the delivery thereof the appearance, knowledge or consent of all of the account holders is not required. The order of payment or receipt signed by any of the Depositors for the withdrawal or drawing of funds shall constitute a full letter of payment for said amount and will affect all other depositors. All other account holders will hold the Bank harmless of all liability for withdrawals and drawings of funds made in this type of contract and hereby bind themselves in favor of the Bank for the reimbursement of any amount that paid by the Bank by reason of the account and to pay all damages and injuries, including costs, disbursements and lawyers' fees that may be caused to the Bank by reason of such payments made under said joint and solidary or indistinct accounts.

2.2 Each of the account holders shall have the right to deposit and withdraw funds, order stop payments of checks, convene special agreements with respect to the Account, close the Account, provided that each account holder will guarantee the signatures of the others and authorize them to endorse drawings for deposits to the account if same are not payable to any one of them.

2.3 If the Bank serves any notification on any of the account holders, they are understood to be sent to all of the others.

3. PLEDGE OF ACCOUNTS

3.1 In the event of Solidary and Indistinct Accounts, any one of the depositors is authorized, without the consent, knowledge or participation of the other depositors, may assign in guarantee, give in pledge or as security all or part of the funds deposited in the Bank and that are deposited in the future in the joint account to secure loans made by the Bank to any of the depositors and will hold the Bank harmless of all liability for the withdrawal of funds that are made from the account in that manner.

3.2 In the case of joint and several accounts, the consent of all depositors will be necessary to assign the funds deposited therein now or in the future as security, pledge or give them as security in whole or in part to secure loans granted by the Bank to any of the depositors or to third parties.

4. DRAWINGS

All payment orders or checks drawn against the account or withdrawal of funds must be signed of all account holders in the case of Joint And Several Accounts or of one of the account holders in the case of And/Or Accounts and the payments made by the Bank through checks, payment orders or withdrawals shall be valid without the Bank having to conduct an investigation with respect to the use or handling of funds, but that the Bank may either pay or refuse payment of said checks, payment orders or withdrawals, at its option, and require the signatures of all of the depositors, as it deems convenient.

5. APPOINTMENT OF ATTORNEYS-IN-FACT OR AGENTS

In the case of the appointment, substitution, change or removal of attorneys-in-fact or agents, in representation of the account holder to exercise the powers that are specified with respect to acts performed under the account, written authorization will be required from all of the title holders of the account, irrespective of whether they are joint, several or solidary on the documents that are provided by the Bank for that purpose and the Bank shall have the power, at its discretion, to require that such signatures of the account holders be made in the presence of an officer of the Bank or a Notary Public or pursuant to a protocolized power of attorney.

SECTION III. CHECKING ACCOUNTS ON DEMAND

1. TERMS AND CONDITIONS

1.1 The account may be opened individually, jointly or indistinctly (And/Or)

2. SPECIFIC CHARACTERISTICS

2.1 The Bank shall be authorized to debit the account for any sum of money that the Depositor may owe the Bank for any reason at any time or that may be agreed with the Bank in the future. If any such debit is made for the purposes hereinabove mentioned, the Bank will incur in no liabilities for the return of any checks or items because of any insufficiency of funds resulting from any such debit.

3. DEPOSITS

3.1 Upon effectuating any deposit, the Depositor will utilize the printed forms prepared and furnished by the company contracted by the Bank for printing same, with your name, address and account number. If you do not use said forms, you may use forms in blank provided by the Bank and clearly and legibly write your name, address, account number, amount and date. When the deposit ticket does not indicate all of the foregoing information, or when the depositor's or account number indicated in the deposit ticket do not exactly agree with the one consigned in this Agreement, or when it is reasonable to conclude that the information written in the deposit ticket is partially or completely illegible, the Bank will not credit the account for the amount of the deposit until it determines any of these particulars with entire certainty. The Bank shall be released from the obligation of paying any checks, payment orders or any other drawing against deposits that are not credited to the Depositor for any of the reasons hereinabove indicated.

3.2 The Bank teller (paying/receiving clerk) will verify only the currency deposited in cash. When the deposit contains items of exchange (checks, payment orders, etc.), the teller will neither verify nor prove the accuracy of the delivery of items presumably deposited nor the nominal value thereof. The Bank will verify the aforementioned aspects by no later than the following working day of the deposit made and the determination that the Bank makes with respect thereto shall have the presumption of correctness.

3.3 All of the items received by the Bank for deposit to be credited to the Depositor's account, that may be paid in, or through other Banks, or in branches of the Bank outside of Puerto Rico, including manager checks, cashiers' checks, administrative checks, certified checks, and other of similar nature, shall be received subject to being paid in cash and the amount thereof delivered to the Bank. Until the amount thereof is received in cash, the Bank shall be holder in due course of said items at the Depositor's risk, and shall assume more liability than that the exercise of reasonable care. The Bank shall assume no liability for the acts omissions or negligence of correspondent Banks, agents or sub-agents duly selected to whom the collection of the items is entrusted and further assumes no liability for the loss of items in transit. The Bank, as well all of its correspondents, agents or sub-agents, may directly or indirectly remit items deposited to any Bank, including the drawee Bank, and may accept the credit that the latter grants

as conditional payment in substitution of cash, with no liability with respect to the Depositor for the loss that may arise for reason of accepting payment in that manner.

3.4 Applications to the credit of the account for items deposited, including those mentioned above in the first sentence of Paragraph 3 immediately preceding, shall be of a temporary nature and same may be revoked in whole or in part at any time before receipt of payment in cash of said items. The Bank may refuse to pay any check, payment order or drawing against the temporary credit at any time before receipt of payment in cash of said items.

3.5 Any deposit in legal tender of the United States of America shall be considered to be deposited in cash, against which the Depositor may draw on the day following the date on which the deposit is made. All checks deposited that may be charged to local Banks or Banks in the United States, shall have a waiting time in accordance with the Bank's availability of funds policy. The Depositor may not draw payment orders against uncollected funds and the Bank reserves unto itself the right to refuse payment of orders drawn against uncollected funds. The Bank may, at its option, when checks of less than \$50 are returned unpaid, present same again to the drawee Bank in a new effort to obtain payment, without the Bank incurring in liability to the Depositor for all or any delay.

3.6 All Items (manager checks, cashiers' checks, administrative checks, certified checks, and other of similar nature) that the Bank receives in deposit on any day other than a non-working day, or on a working day after the regular working hours of the Bank for service to the public, shall be considered as received on the following working day.

3.7 The Bank may, and is hereby authorized to, waive the rights of demand for payment, notification of maturity and/or of non-payment and protest with respect to any and all items that are received for collection or as part of the deposits made to the account.

3.8 The Bank may refuse payment, without incurring in liability with respect to the Depositor of any check, payment order, drawing or withdrawal with respect to which funds have been delivered or may be delivered to the Bank on the same day of presentation for collection, even though the delivery of funds may have been made by the Depositor in cash. Payment by the Bank of any check, payment order, drawing or withdrawal shall not be construed as a waiver of the Bank's right to refuse payment thereof in future cases.

4. PAYMENT ORDERS, DRAWINGS OR WITHDRAWALS

4.1 The Depositor, when opening an account shall request the initial supply of checks and deposits slips, with a company authorized by the Bank and said items have to include all the required data

4.2 In the event of an undue return, because of an error or mistake by the Bank, of any check, payment order, drawing or withdrawal, irrespective of the causes that the Bank may express to cover said return and the circumstances that may surround it, the Bank shall be responsible to the Depositor only for the real effective damages that the Depositor may incur. Damages to the Depositor's reputation will not be presumed and the Bank will not be liable for indemnification for mental anguish or suffering by the Depositor. Nor shall damages be presumed to have been caused to the Depositor's business and affairs. Real and effective damages that the Bank would indemnify shall be those that the depositor may clearly and conclusively prove and that may be clearly established in a sum certain in money.

4.3 The Depositor hereby waives the right to stop the payment of checks, payment orders and other drawings issued against the account except on the printed forms that the Bank shall provide for said purposes and subject to the conditions expressed in said printed forms. However, it is expressly convened that the Bank shall not be responsible and is hereby released of all liability for the payment of any check, payment order, drawing or withdrawal the payment of which the Depositor may have stopped

in the foregoing manner, provided that the Bank has inadvertently or accidentally paid. Provided further, that all stop payment orders be made in writing at the branch whereat the Depositor maintains the account and that same will become effective on the day following the date of presentment.

4.4 Independently of whether the signature on a check drawn against the account is the Depositor's signature, the Bank may refuse to honor any check against the account without liability at all to the Depositor if the signature does not exactly agree with the depositor's signature as it appears recorded in the Bank's files. The Bank will not be obligated to honor an item drawn against an account in which a facsimile is made by machine or by a rubber signature stamp of the authorized signature, unless the Depositor has obtained prior authorization in writing from the Bank for the use of such facsimile signature. The Bank shall incur in no liability at all in honoring checks drawn against the account on which a facsimile of the depositor's signature appears thereon when the use of a facsimile signature on the check in question was authorized for the Depositor.

4.5 Doral Bank will mail account statements with images on both sides of your cancelled checks. We recommend that you order your checks through the authorized company authorized by the institution which distributes checks with "image ready" quality in such a manner that same can readily be converted into problem free images. You shall be liable for the quality of the images of your checks if you decide to use a company not authorized by the institution for ordering your checks that are not "image ready." Doral Bank reserves unto itself the right to accept checks printed by un-authorized companies. If these cause problems with our daily processes, Doral Bank may bill you non processing images.

5. SERVICE CHARGES

5.1 The account will be subject to such service charges for the return of checks, payment orders or withdrawals, per transaction, for stop payments, for the printing of checkbooks, for service and maintenance that the Bank fixes and determines from time to time. The current rate with respect to the aforementioned services charges will be notified by the Bank to the Depositor upon acceptance of the account and will be deemed accepted through the simple opening thereof. Changes or amendments to the established rate will be considered accepted by the Depositor once a term of 30 days has elapsed from the date on which the Bank serves written notice to the Depositor of said changes or amendments.

5.2 The service charges mentioned in the immediately preceding paragraph shall be debited to the account during the corresponding monthly period. The Bank shall incur in no liability for the return of checks, payment orders or drawings on the grounds of insufficiency of funds resulting from said service charges debited from the account.

6. BANK STATEMENTS

6.1 Every month, the Bank will send a Bank statement to the depositor's last known address

6.2. Any change or amendment regarding the minimum monthly balance required or service charges will be notified in writing to the depositor, at the last known address. Any written notification must be made at least 30 days before the date of change or amendment goes into effect.

6.3 This account is not subject to overdrafts. In cases where notice was given, the Bank must make payment on any check, money order or draft and if there are not sufficient funds in the account, the depositor must pay the Bank for said overdraft on demand and must pay, additionally, interest on the amount of the overdraft from the date when the overdraft occurred and until its total payment is completed.

SECTION IV: INTEREST BEARING CHECKING ACCOUNTS

1. TERMS AND CONDITIONS

1.1 The checking accounts that accrue interest are accounts that are subject to drafting of checks.

1.2 These accounts have special conditions regarding minimum balances, interest rates and maintenance charges and are available only for the use of personal depositors. They are not available to commercial entities nor to partnerships or entities of other kinds, except those designated as non-profit.

1.3 The checking accounts that generate interest adhere to the terms and conditions that appear in Sections I and II of this Agreement, except for those terms that may not be compatible with those established in this section. In cases of incompatibility, the terms established in this section must apply.

1.4 The Account will pay interest computed as established in the Deposit Account Disclosure, at the kind of annual interest that the Bank, from time to time may establish, when the depositor maintains the daily balance established by the Bank. The depositor will be informed of interest rate when the account is opened, using the Bank form that may be established for this purpose.

1.5 The Bank is not obligated to pay interest on daily balances on deposits that are the result of provisional credits until payment in cash of the value received on deposits is received.

1.6 The Bank reserves the right to demand, with seven (7) days advanced written notification, on any amount that the depositor wishes to withdraw from the account, using any type of draft, withdrawal, money order or any other manner.

1.7 Checking accounts cannot be sold or offered as a guarantee of payment for loans or obligations with the Bank or with third parties.

2. LIMITATIONS

2.1 The Bank may not grant loans to the depositor of this account in order to reach or maintain the minimum monthly balance required nor may be it accepted as guarantee collateral for any kind of loan.

SECTION V: SAVINGS ACCOUNTS

1. TERMS AND CONDITIONS

1.1 Savings accounts are accounts designed for the personal use of the depositor whose deposits accrue interest and are subject to a fixed term of at least seven (7) days to withdraw funds.

2. SAVINGS ACCOUNTS SUBJECT TO PASSBOOKS

2.1 When opening a savings account, the depositor must receive a savings account passbook with the number assigned to the Account that will be considered receipts for the account and the depositor, because all payments to any person that presents a passbook, that has been made with the usual precautions and after having examined and verified the signature on the withdrawal slip, will be considered valid.

2.2 The Bank will be exempt from all responsibility to the depositor for the amount paid, unless the Bank is previously notified in writing by the depositor that the savings account passbook has been misplaced, destroyed or stolen or that, in some way, has illegally or incorrectly fallen into the hands of people not authorized to have it.

2.3 In cases where the passbook has been misplaced, destroyed or stolen or in some way, has illegally or incorrectly fallen into the hands of people not authorized to have it, the depositor must notify the Bank in writing immediately. The Bank must request satisfactory proof and affirm this loss before closing out the original account, opening a new account and issuing and providing a new passbook to the depositor. When beginning with a new passbook, the original account balance shall be transferred to the new account and will be noted in the new passbook. The original passbook will be considered null in cases where it might be found or was stolen. It must be returned to the Bank immediately, so that it may be stamped cancelled.

2.4 You will not receive periodic Bank statements for these accounts.

2.5 All deposits and withdrawals of funds from the savings account must be recorded in the Bank's books and in the passbook which the depositor must present for these purposes. The amount appearing in the passbook as the balance is a guide for the depositor and is not to be considered correct unless it is in

accordance with the Bank's books. The Bank is not responsible for any deposits made by mail or by any other means until they have been effectively received.

3. BALANCE ASSIGNMENT

3.1 The depositor's balance that appears in the Bank's books is not transferable and therefore no one else may subrogate him/herself in place of the depositor.

4. WITHDRAWING FUNDS

4.1 Withdrawing funds from the account may be done only by the depositors in person when, presenting the passbook and correctly filling out the form as well as the signature on the withdrawal forms to the satisfaction of the Bank, which the Bank must provide, and by electronic transfers authorized by the depositor.

4.2 The Bank reserves the right to at any time, request written notification, with at least seven (7) days in advance, the intention by the depositor to withdraw the entire or partial balance from the account, but the Bank may choose to make the payment without demanding compliance with said requirement, without considering that the payment made this way constitutes a transaction, this in no way forfeits the right of prior notification in the future.

4.3 The Bank reserves the right to refuse the payment on any withdrawal of funds requested on the same day of the deposit or when the retention period has not expired, not incurring responsibility in exercising that right and the payment of any of said withdrawals should not be understood as a forfeiture of that right.

5. DORAL CHRISTMAS AND DORAL SUMMERTIME SAVINGS ACCOUNTS

5.1 If you have a Doral Christmas or Summertime savings accounts, you may make electronic transfers automatically.

5.2 The account cycles go from June 1 through May 31 for the Doral Summertime Account and from November 1 through October 31 for Doral Christmas Account.

5.3 These Accounts do not receive periodic Bank statements.

5.4 The depositor must present the savings account passbook books to a Bank official at any of our branches to make deposits.

5.5 Partial withdrawals are not allowed with these Accounts.

5.6 The depositor will not receive an ATM card for these accounts.

6. DORAL ETA ACCOUNTS

6.1 A Doral ETA account is an account that is offered through an agreement established with the Federal Government for individuals that receive benefits such as Social Security, Veterans, Railroad Retirement System and the Federal Government Employee Retirement System. The account is established in that person's name only. You may authorize another person to sign on your account.

6.2 The funds deposited in the ETA Account may not be used for collateral on loans and other obligations nor are they subject to compensation (set off) for obligations to the Bank, except that the Bank may make charges against the Account for any monthly charge or for maintenance, for amounts credited in error, overdrafts and any amount for which the depositor may be responsible in accordance with what is provided in Federal Reserve Regulation E.

6.3 The funds available in this account may not be assigned or ceded as guarantees of payment on personal loans or obligations to the Bank or third parties.

6.4 Federal benefits including Social Security, Supplemental Security Income, Veterans Benefits, among others, are protected against liens under Federal Law. Therefore, creditors have no right to withdraw funds from these Accounts. However, there are some exceptions to this provision. For example, the Account funds may have liens placed on them to satisfy a nutrition claims from account owner who is in arrears for

child support or alimony. If the depositor deposits funds in the Account that are not federal benefits, creditors may have access to them, but the federal benefits continue to be protected.

6.5 If the Bank receives an order for a lien against the Account, a copy of the order is sent immediately, with the name of creditor and contact person as the case may be. If the depositor has some doubt about the right of some creditor to take funds from the Account, s/he may contact the agency that provides his/her benefits.

6.6 The Department of the Treasury requires the Bank to insure that the Account complies with certain rules and that the depositor is provided with certain disclosures about the Account. These obligations are contained in the "ETA Financial Agency Agreement" issued by the Bank and the Department of the Treasury. The text of this agreement is available to the public and is published in the 64 Federal Register 136.

6.7 In the eventuality the agreement to establish ETA accounts between the Bank and the Federal Government is abrogated, it will be necessary to close the Account. In this case, the depositor will have the option to open another account in the Bank or transfer his/her funds to another institution for deposit.

7. MINORS ACCOUNTS

7.1 Interest bearing minors accounts are subject to the Terms and Conditions provided in the applicable Truth in Savings Act.

7.2 To open an account on behalf of a minor and to make withdraws against funds deposited in the Account, it will be necessary that the adult with legal custody, tutor or person responsible for the minor, authorized and signed the required documents of the Bank established for this account. In the event that the legal custody belongs to a representative, the adult will need to present to the Bank, prior to the account opening a copy of the Resolution from the Superior Court or the document required by the jurisdiction where the account is maintain.

7.3 The depositor may only make withdrawals against the funds deposited in the Account using an ATM or a debit notification.

7.4 The Bank will not provide checks nor pre-printed deposit slips to the depositor. Neither will the Bank accept that checks be written against any of these accounts, except for withdrawals in person at the branches through debit memos.

7.5 When there is a cancellation due to a Bank error, for any payment draft, independent of the reason that the Bank expresses for the cancellation and what circumstances are involved, the Bank must respond to the depositor for only those real and effective damages that the depositor may have suffered. Damages will not be assumed against the depositor's reputation nor is the Bank obligated to pay indemnification for the depositor's pain and suffering. Neither shall it be assumed that there are damages to the depositor's businesses and activities. The real and effective damages that the Bank must compensate are those for which the depositor presents clear and conclusive proof and about which a certain measure in money may be established.

7.6 It is expressly agreed to that the Bank will not be responsible and for the time being is relieved of all responsibility, for the payment of any draft whose payment the depositor has suspended in the aforementioned manner, as long as the Bank has made the payment inadvertently or accidentally. It is also provided that all payment suspension orders must be filed in writing at the branch where the depositor has the Account and it will be in force the next working day following filing date.

7.7 These accounts are not subject to overdrafts. In cases where, where inadvertently the Bank may have paid any draft and there insufficient funds in the accounts, the depositor must pay the Bank said overdraft on demand and in addition must pay interest on the amount of the overdraft at the maximum amount permitted by law or regulation from the date when overdraft occurred and until its total payment is made.

7.8 The adult co-signer accepts the responsibility for the transactions performed by the minor when using the ATM and the Bank is hereby released from any responsibilities due to accepting and executing such transactions.

8. FIRST HOME CLUB INDIVIDUAL DEVELOPMENT ACCOUNT

8.1 The First Home Club Individual Development Account is a savings account designed for individuals that want and qualify to establish a savings plan to receive the benefits of the Federal Home Loan Bank of New York.

8.2 The Federal Home Loan Bank of New York (hereinafter FHLBNY) and the Bank establish the account terms and conditions to open this account. The account opening has to be authorized by the Bank's main offices, where they will verify the required documents to open the account and will notify the Federal Home Loan Bank of the account's participants.

8.3 The First Home Club program requires that a fixed amount to be deposited In the Account be established to receive the matching funds that will establish the FHLBNY from time to time. When the end of the established term is reached and if account owner complies with the requirements of the program as they are established in the Program Doral Bank First Home Club Agreements and in the Account First Home Club Disclosure. The Account owner authorizes the Bank to submit information about his/her account to the FHLBNY and to the Bank's subsidiary mortgage lenders when necessary or whenever they so request it.

8.4 This account does not generate periodic Bank statements. The Bank must keep copies of the monthly transactions of the Account Owner in the Bank's Central Offices The Account Owner is responsible for picking up his/her account Bank statement at the Central Bank offices. To make deposits into this account the Accountholder will have to use the deposit notebook especially designed for this account as established in the Truth in Savings Disclosure applicable to this account.

8.5 The funds deposited in this account cannot be assigned nor ceded as a guarantee of payment on loans or obligations to the Bank or third parties. The Account is not subject a compensation (set off) for obligations to the Bank. The Bank may charge the Account for any charge related to the maintenance of the Account, any amount that may be credited in error to the Account and to which the Owner has no right and any amount for which you may be responsible to the Bank under Federal Reserve Regulation E or any other applicable law or regulation.

8.6 If the owner fails to comply with the requirements of the program, the Bank at its sole discretion, may transfer the funds to another transactional Account or request that the depositor close the FHC Account.

8.7 Partial withdrawals are not permitted from this Account and authorization is required from the Federal Home Loan Bank of New York to make a complete withdrawal of the funds to close the Account.

8.8 ATM card access to the Account will not be provided, nor will it have access to the electronic services of the Bank.

9. MISCELLANEOUS

9.1 The applicable provisions for these accounts are contained in this Agreement and its clauses shall prevail over the expressions printed in the account passbook. Where a conflict may exist between the expressions printed in the passbook and the clauses of this Agreement, the contents stipulated in the Agreement will prevail.

SECTION VII: ACCOUNTS THAT OFFER RESERVE LINES DE CREDIT

1. AUTHORIZATION

1.1 The Bank may authorize the depositor to have account reserve service when the depositor has signed an application for credit for a reserve account for such purposes, using the forms provided by the Bank and in accordance with the rules that the Bank adopts for such purposes.

1.2 With the account reserve service, the depositor obtains a line of credit, which will be used to cover drafts against insufficient funds in the Checking Account that is related to the Reserve Account.

2. CHECKING ACCOUNT RELATED

2.1 The Checking Account related to the Reserve Account will be that which the Bank stipulates when approving the line of credit.

3. CREDIT LIMITS

3.1 The line of credit approved by the Bank for the depositor will be used to cover overdrafts in the related Checking Account up to the amount defined in the approval of the line of credit.

3.2 In its own books, the Bank opens a loan account in the name the depositor in which cash advance are registered under these provisions plus the interest owed as well as the payments made against the principal of the amount owed and against the interest accumulated.

4. ADVANCES OF FUNDS

4.1 The depositor may obtain from time to time, one or more advances of funds up to the total amount of the credit approved, as confirmed in writing by the Bank for the depositor and such advances are paid out through automatic payments to the related Checking Account to cover overdrafts. All charges or effects charged against the related Checking Account that results in an overdraft will constitute an application of an advance of funds under these provisions. The funds are to be transferred automatically from the reserve Account to the related Checking Account will be in multiples of \$100.00 until the amount of the overdraft is covered in the related Checking Account and up to the credit limit available in the reserve account.

4.2 The Bank is not obligated to make any advances under this Agreement if it increases the balance owed under the reserve Account in excess of the amount of the credit limit approved under the reserve Account, or if the depositor has failed to comply with any provision under this Agreement.

5. INTEREST

5.1 For the funds advanced to the depositor through the Reserve Account, the Bank will charge for financing an amount equal to an annual rate that may be that may be changed from time to time. The charge mentioned for financing will be determined by dividing the periodic annual rate by 365 days to obtain a periodic rate daily which will be multiplied by the number of days in the billing period and then this factor is multiplied by the average daily balance pending payment during the billing period, so that all of the payments and credits are applied from the day the advance was received and before calculating any finance charge, and the interest on advances made may be charged from the day when each advance was made. The average daily balance pending payment will be determined by adding the balances owed each day within the billing period and dividing the resulting amount by the number of days in said period. The balance owed during each day in the billing period will be determined by adding the final balance of the previous day plus any other advances and other debits and subtracting from them any payments or credits made during the day.

5.2 The finance charge and the corresponding aforementioned annual percentage rate, may be changed or altered from time to time, in accordance with any changes in the maximum interest rate that from time to time is determined and set la by the Commonwealth of Puerto Rico Interest Rates Regulatory Board, or any governmental organism that may be established for that purpose, providing that any increase or reduction in the finance charge and in the corresponding annual percentage rate, will be applicable to the balances owed before the date of the change, as well as those advances that were originated on or after the date the change took effect. The depositor will be notified in writing at his/her last known address and it will be sent by ordinary mail as well as any other amendments that will become effective beginning with the period or billing cycle starting (15) days from the notification date of the change. If the depositor is not in agreement with the amendments thus notified and wishes to end this service, s/he must notify the Bank in writing of

his/her decision within a term of fifteen (15) days from the date the amendment notification was sent and s/he must continue to pay the balances owed on the reserve account in accordance with the terms and conditions in force for it, but s/he may not obtain any further advances from the reserve account.

5.3 On the periodic Bank statement that the Bank sends to the depositor, the total of the funds advanced during the period covered by the statement is disclosed. The balance owed through that date, the total amount of the finance charges, the annual percentage rate, the payments received or credited and any other information whose disclosure are required by law are also included.

6. PAYMENTS TO THE RESERVE ACCOUNT

6.1 The balance owed under the reserve account, will be paid by consecutive monthly payments at 1/60 of the principal owed plus interest for the period or \$25.00, whichever is greater. With each monthly payment the depositor must pay the finance charge for the billing period as well as the monthly payment on the principal and the finance charge amount will be collected by the Bank through monthly debits to the related Checking Account additionally providing that the depositor may make payments at any time, without penalty of any kind. The total balance owed or part of said balance may be paid as long as all of the finance charges are paid, if any, that may be owed by the payment date.

6.2 The depositor must have sufficient funds deposited in the related Checking Account to cover the charges and debits charged by the Bank to cover the payments to the reserve account. When the related Checking Account does not have the funds necessary for the monthly payment, that amount will be applied to the reserve account. When said charge is not made, the reserve account is to be considered to be in arrears. The payment in question will be suspended and be charged daily until the related Checking Account provides the funds necessary to cover it. If during a consecutive period of thirty (30) days, ending with the date of the cycle of that Bank statement, said payment has not been covered, the intent of the debit will be discontinued and the reserve account will be considered in arrears and be frozen for all purposes until the depositor make a personal appearance at the Bank to cover the amount owed, in which case, the Bank has the option to end the service and require the total payment of the balance owed.

7. AUTOMATIC FUND ADVANCES

7.1 When there are insufficient funds in the related Checking Account, the Bank may make advances in multiples of one hundred dollars (\$100.00) and credit those amounts to the related Checking Account as necessary, and charge said advances to the reserve Account to the amount limit of the credit available in the line of credit in the reserve account. However, when the charge is made to the related Checking Account for periodic credit to the reserve account, and the funds are insufficient in the reserve account to cover the monthly payment that has to be paid for the reserve account, no advances of any kind will be permitted of funds from the related Checking Account, even when there is credit available in the reserve account.

8. PAYMENTS IN ARREARS

8.1 No advances of funds of any kind will be made while the reserve account is thirty (30) days or more in arrears in monthly payments.

9. PRESUMPTION OF LIENS

9.1 For the time being, the depositor establishes a lien in favor of the Bank for the amount of the current debt under this Agreement and for the amount of any other obligations that the depositor may have, or may have in the future with the Bank, whether it be direct or indirect, expired or not, for every one of the assets and properties that at present, or at any time in the future may have been given to, or deposited in, and in the possession or in the control of the Bank, by the Bank, or that may be in transit from or to the Bank, from or to the depositor, and also on all or any part of the balance or balances of funds that the depositor may have in his/her favor in the Bank, this giving authorization to the Bank, at its option, at any time, whether it be with or without notification to the depositor, to take possession and apply them to the current debts under

these provisions and/or in total or partial payment of one or more of the obligations mentioned further down, whether they exist now or may exist in the future, regardless of their being expired at that time. All or any part of the funds or money currently or in the future kept in the Bank in the form of deposits or in any other form in the depositor's accounts; should be understood and agreed to that the Bank is not obligated to ensure compliance with the rights or liens under this Agreement, or for taking any action regarding them. And that the Bank may, at its discretion, at any time, renounce its rights provided herein regarding certain and determined assets, without invalidating such rights as they may apply to any other assets previously mentioned.

9.2 The depositor agrees that each and every one of the rights and liens constituted in favor of the Bank by these means, will continue in effect and without deterioration and the depositor is and will be obligated by the terms of this Agreement regardless of any removal or substitution of all or part the assets given as guarantee collateral for this Agreement, or with renouncing or substituting any right or interest in it, or for being overdue, term extension, renovations, transactions or indulgences granted by the Bank or by any creditor under the Agreement and related to the obligations under this Agreement for any promissory note, money order, letter of exchange, advance or any other negotiable instrument related to it, being understood that the depositor, for the time being, renounces by notification of arrears, any extension, forfeiture, substitution, renovation, transaction or any other indulgence, and for the time being agrees to be obligated by this agreement and as if the depositor effectively had expressed prior consent.

10. FAILURE TO COMPLY

10.1 Where there is a failure to comply under these provisions for any reason, or where there is a failure to comply under any other obligation the depositor has to the Bank, or in cases of Bankruptcy or liquidation, or where there are any adverse material changes in the depositor's financial condition, or there is a filing for Bankruptcy by or against the depositor or for any process under the Bankruptcy Law or under any law related to relieving debtors that has been filed for relief or adjustment regarding any obligation of the depositor, whether it be through reorganization, composition, arrangement, extension or by other means, or if the depositor makes an assignment for the benefit of his/her creditors, or assumes the benefit of any law related to insolvency, or if at any time an administrator, or syndicate is designated for the assets or a part of the assets of the depositor, or if the funds and others assets of the depositor that are or that may be in the hands of the Bank, or in the hands of third parties that act in the name of the depositor, as indicated previously, liens will be place on them or be subject to a court order at any time or under any other judicial proceeding, then, or at any other time following the occurrence of any of said eventualities, the outstanding balance owed under these provisions and of any other obligations that may have been made to renew or extend all or any part of the debt under these provisions shall be expired and payable immediately and without requirement of notification and additionally, following the occurrence of one or more of said eventualities, or at any future time, each and every one of said obligations and/or responsibilities of the depositor may be declared expired and payable immediately without a requirement of notification, with the Bank completely free to proceed to collect by legal means.

10.2. Regardless of the previous paragraph, the Bank may accelerate the due date of the total or part of the amount owed for the advances made under these provisions and debit said amount against any of the depositor's deposit accounts, in addition to the corresponding finance charges, in any of the following circumstances: i. when the depositor misses three (3) consecutive payments; ii. when the depositor misses one (1) or more expired payments, if on two (2) or more previous occasions s/he had stopped paying two (2) or more consecutive payments and on said occasions had been totally rehabilitated in the payment of the expired payments; iii. when the depositor fails to pay one (1) or more consecutive payments and pays the Bank a partial payment of the expired amount and then after making said partial payment continues paying future payments as they come due, but continues in arrears with respect to the remainder of the amount expired during three (3) consecutive following payments from the date when the partial payment was made, providing however, that the Bank may not refuse to receive the amount of one or more expired payments if the depositor makes the payment, unless the Bank has initiated a judicial claim in those cases that are to proceed in accordance with what was expressed above, but by accepting the payment made by the depositor, said acceptance does not condone the rest the payments in arrears nor for the debt.

10.3. Where there has been a failure to comply under these provisions, the depositor agrees to pay on demand the legal costs and expenses incurred by the Bank related to compliance with these provisions of an reserve account, and the collection attempts for the amounts owed, whether it be through legal means or by any others means, and the depositor also agrees to be subject to the jurisdiction of the court that the Bank chooses to initiate this action.

11. FORFEITURE OF RIGHTS

11.1 No delay by the Bank or by any other creditor under the advances made under this Agreement may be interpreted as forfeiting such rights or options, or diminish the rights of the Bank or of any other creditor under this Agreement.

12. FINANCIAL CONDITION

12.1 The depositor must immediately notify the Bank of any adverse change in his/her financial condition or of any change of postal or residential address.

13. RENOVATION

13.1 From time to time the Bank will evaluate, and at its option, the depositor's activity in the reserve account, taking into account the use and payment of funds owed and the financial condition of the depositor and when at the option of the Bank the depositor maintains the Bank's credit requirements, the Bank may extend or renew the line of credit or terminate, at its option, this service and declare expired the amount owed under these provisions, unless the depositor provides additional or special guarantees that the Bank may require to maintain the line of credit. If the depositor fails to comply with the additional or special requirements imposed by the Bank, the Bank has the right to notify the depositor of its decision to terminate this service as is provided further down, in which case the amount owed under the reserve account will be paid off immediately and the related account will continue to operate as a regular checking account without rights to the advances that are provided under these provisions.

14. FINANCIAL STATEMENTS

14.1 The depositor, when they are required by the Bank, must submit his/her most recent financial statements to the Bank and update the information provided to the Bank in the reserve account credit application and in the other documents related to the depositor's data.

15. TERMINATION

15.1 The services under these provisions may be terminated by either of parties at any time through written notification of one party to the other, but such terminations do no affect any of the depositor's existing monetary obligations to the Bank on the date of said termination. On the date of such terminations, all amounts owed by the depositor to the Bank under these provisions expire and are payable immediately. The notification under this paragraph should be understood as being effective when issued by the Bank to the most recent address provided to the Bank by the depositor.

15.2 The Bank also has the right to terminate this service immediately following a period of ten (10) days without the depositor correcting any failure to comply under this Agreement.

SECTION VII: MONEY MARKET ACCOUNT

1. ACCOUNT DESCRIPTION

1.1 The Money Market Account is a market account with periodical balance statements designed for individuals that have an additional checking account within the Bank.

- 1.2 This account can be accessed through ATM, ATM Debit and/or VISA debit cards, that allow the Depositor to transfer funds, make deposits and withdrawals in ATMs, Teledoral (automated telephone services) or through Doral Bank (Internet Banking Services).
- 1.3 This account offers a variable interest rate over the average daily balance of the account that can be adjusted from time to time by the Bank at its own discretion without previous notification to the customer.

2. LIMITATIONS IN TRANSACTIONS:

- 2.1 The Depositor can realize an unlimited amount of Deposits into this account on a monthly basis.
- 2.2 The Depositor can open a checking account with Doral Bank and maintain the account active.
- 2.3 This account allows the client to perform up to six transfers or withdrawals, or a combination of both, during the month or the account cycle to any other account (including a transactional account) of the Depositor or a third party, through electronic or preauthorized transfers, or by telephone transactions including wire transfers.
- 2.4 This account allows the client to perform up to six transfers to a third party or to any other account of the Depositor made by check, withdrawals, POS transactions and/or ATM withdrawals through debit cards or payment orders made by the depositor and paid to any other account of the Depositor or third party, but only up to three of the six transactions can be performed and paid by checks in the order of third parties.

SECTION VIII: CERTIFICATE OF DEPOSIT

1. IN GENERAL:

The following information in addition to the Interest Rate and the Annual Interest Yield disclosed to the Depositor at the account opening defined the particular terms and conditions to the Certificate of deposits of Doral Bank.

The Certificate of Deposit can be opened individually, jointly, indistinctly or on behalf of a trust for the benefit of a third party. In the event that the Certificate of Deposit is opened on behalf of a Trust, the Depositor will need to file an additional form named: "Beneficiary Designation Form", considered hereby as part of this Agreement.

The Certificates of Deposits of Doral Bank are not negotiable instruments nor transferable.

The Depositor cannot realize deposits into this account after opening, nor make withdrawals from this account until its maturity. Any withdrawal of any or part of the funds available in the Certificate before its maturity will be subject to a penalty of 90 days for Certificates opened for a period of 365 days or less and 180 days of interest for Certificates opened for a period of 366 days or more. Said penalty will be computed using the current interest rate at the moment of the account opening or renewal. The Bank can require, at its sole discretion, previous notice of withdrawal of at least 30 days prior to the certificate maturity.

This account will be renewed automatically at its maturity. The Depositor will have a period of grace of 10 days after maturity to withdraw his/her funds without penalty. If cancelled during this 10 days period, the Certificate will not bear interest during this period. In case of renewal, the interest rate and the annual interest yield at the time of renovation will be determined at the maturity of the Certificate, by the Bank.

If the designated beneficiary(ies) dies, the heirs will be considered as owners of the Certificate but the payment or redemption will be subject to the disposition of the Section 31 (f) of the Estates and Donations Act of Puerto Rico.

2. MINIMUM REQUIRED BALANCE :

The minimum required balance to open the account will be established by the Bank from time to time.

3. INTERESTS:

The Bank will use the method of daily balance to compute and pay the interests. Under this method the interest rate will be applied on a daily basis to the principal balance of the certificate prior to its maturity.

The interest rate and the Annual interest yield will be disclosed in a separate document from this Agreement and that is disclosed to the Depositor when opening the certificate of deposit.

The interests will be paid on a monthly, quarterly or annually basis or at its maturity at the discretion of the Depositor.

4. Limitations to Transactions:

No deposits are permitted into the Certificate after its opening.

The Annual Interest Yield take into consideration that the funds will be available in the account until its maturity. Any withdrawal will reduce the interest yield on the account.

Any withdrawal performed prior to the maturity date of the Certificate will be subject to penalties.

No partial withdrawals are allowed from the funds available in the Certificate.

The following reasons for withdrawals are considered as exceptions, therefore forfeit the penalties applicable to early withdrawals: To apply for any of these exceptions, the Depositor have to present to the Bank a Sworn Statement requiring the early withdrawal and providing evidence supporting the request.

Death or disability

When the PR Treasury Department forfeit the Depositor because of unemployment or because the funds are needed to support postsecondary studies of any direct dependants the client needs to withdraw the funds

To acquire or build a first time principal residential property

To repair or rebuild the customer principal residential property, when the damages were caused by fire, hurricanes or any other Act of God.

When the Depositor withdraw funds up to \$1,200 to acquire a computer for personal purposes for its own or the use of any dependants related up to the second degree of consanguinity and that said dependant is studying at the University. (This withdraw is allowed only once every six years).

5. RENEWAL:

The Account will be renewal automatically at its maturity. You will have up to 10 calendar days from the maturity date to withdraw the funds without penalty. If you withdraw the funds during these 10 calendar 10 days you will not bear interest for this period. Each renewal term

will be under the original terms. In case of renewal, the interest rate and the annual interest yield at the time of renovation will be determined at the maturity of the Certificate, by the Bank for the Certificate of deposits with fixed terms regarding to its balance and terms.

The Interest Rate and the Annual Interest Yield applicable to the renewed account will be adjusted according to the new terms chosen by the client for the Certificate. The Bank reserves its right to renew the Certificate at its maturity prior written notification sent by mail to the last known address of the Depositor(s).

6. ACCEPTANCE:

In order to minimize the amount of time required to open the Certificate of Deposit for a fixed term, the Depositor(s) agrees to accept a copy of any original document sent via email or facsimile as an original for purposes of having the same validity and binding effect that the original contract, entered into by the Depositors will have.

Copies of any document signed and sent via email or facsimile will be considered for legal purposes as an original.

7. COMPENSATION:

The Bank reserves its right to compensate any obligation that the Depositor have with the Bank from the funds available in the Certificate of Deposit.

The Bank reserves its right to cancel the account prior to its maturity if the obligation becomes due.

SECTION IX: USE OF ATM CARDS AT ATM's AND POINTS OF SALE (POS)

1. ACCESS AUTHORIZATION

1.1 The Bank may authorize the depositor to have access to ATM machines when the depositor has signed an application for such purposes using the documents provided by the Bank from time to time for such purposes.

2. THE ACCESS INSTRUMENT

2.1 Once the application for access is approved, the Bank will issue an ATM card to the depositor that will be limited for use with the accounts designated and under the access and control proceedings stipulated by the Bank.

2.2 The ATM card will be issued only to cases of individual accounts or joint accounts between individuals.

2.3 The depositor recognizes that the ATM card authorized by the Bank is and will always be the property of the Bank and the depositor must return it immediately whenever the Bank so requests it or when the designated Account is closed.

2.4 The depositor recognizes additionally that the ATM card is not transferable and may be cancelled by the Bank at any time without prior notification, and that the Bank will not be responsible for the unauthorized use of said instrument.

3. SECRET NUMBER

3.1 The Bank will allow the depositor to choose a secret number that will be used to access the designated Account with the ATM card. The depositor has to and promises to keep said secret number confidential to avoid the ATM card being used by people not authorized to do so. This is why, the depositor promises to not carry the secret number in writing together with the ATM card.

3.2 The depositor promises to notify the Bank during working days and hours if the secret number is stolen or if becomes known to an unauthorized person or people or there are reasons to believe such a situation exists. In such cases, the depositor promises not to use the ATM card and return it to the Bank after having removed magnetic strip by cutting the card.

4. USING THE ATM CARD

4.1 The ATM card may be utilized by the depositor to use ATM machines, providing that all of the transactions made at said machines using said ATM card are subject to instantaneous electronic verification or manually later on. The effective date of the transactions made at said machines after the Bank's working office hours or on holidays, will be the next working day.

4.2 The depositor may make withdrawals from and deposits in the Account using the ATM card together with the secret number and said transactions are regulated by the provisions of this Agreement. Any charge to the designated Account made using the ATM card together with the secret number, except as provided in Paragraph 6 of this section will be valid and the depositor will be responsible to the Bank for any overdraft that may result or for any amount that exceeds the balance of funds available in the designated Account resulting from said withdrawal.

4.3 The Bank will debit the designated Account for the withdrawals made against it and will credit the deposits made using the ATM card and the secret number designated to the depositor. The deposits are not available for withdrawal or transfer until the Bank verifies them. The deposits and payments will be accepted subject to verification and will be opened in the presence of two people for the protection of the depositor

and of the Bank. It is understood and agreed that final effective credit is subject to the reconciliation and verification done by the Bank.

5. CASH WITHDRAWALS

- 5.1 Withdrawals from the Checking Account with the ATM card may not exceed \$500.00 in cash and/or the balance available in the account, in purchases at P.O.S. machines for one working day (all days are working days except Saturdays, Sundays and federal and local holidays; Saturdays, Sundays and Mondays comprise one working day). Withdrawals from the Account using a Doral Visa card at ATM's will be limited to \$500.00 a working day and through purchases at P.O.S. terminals that may not exceed the balance available in the Checking Account for one working day.
- 5.2 The transactions at ATM's will be made only against funds collected, not assigned, sufficient to cover the amount for them and when there are not such funds, the depositor must abstain from using the ATM card to make transactions at said machines.

6. ELECTRONIC TRANSFER REGULATIONS

- 6.1 Subject to any limitation contained in the Federal Law known as "Law of Electronic Transfer of Funds" and "Regulation E" of the Federal Reserve Board Government System, promulgated by the support of said Law, the depositor will be responsible for, and the Bank will be authorized to charge the Account designated for any withdrawal or transaction made using the ATM card together with the secret number, even though it has not been authorized by the depositor.

7. ELECTRONIC TRANSFER DISCLOSURES

- 7.1 As an appendix to this Agreement, the Bank will provide the depositor with, and the depositor now declares, the disclosure of electronic transfer terms and conditions, under which are offered electronic transfer services of funds and the depositor must now read and familiarize him/herself with them, understanding that the use of the ATM card for transactions in the Account will be expressly stated to have complied with such obligations.

8. MECHANICAL FAILURES

- 8.1 The depositor recognizes that ATM's are a mechanical operation and as such their functioning is beyond the control of the Bank and they may retain a card on occasion and/or may not make the transaction at the ATM.
- 8.2 The Bank reserves the right to allow the withdrawal of money at an ATM when they are not in direct communication with the central computer.

9. EXPIRATION OF THE ATM CARD

- 9.1 The privilege of using an ATM card terminates automatically on its expiration date or when the Account designated by the depositor is closed unless previously suspended by the Bank, at its option, and the depositor promises in any case to return the cards in his/her possession and/or in the possession of people that s/he authorized.

10. TRANSACTION RECEIPTS

- 10.1 The depositor promises to examine the receipts obtained from the ATM's and notify the Bank of any error or discrepancy no later than the next working day.

11. LOSS OF THE ATM CARD

11.1 If the depositor loses his/her ATM card or if it stolen, s/he must: (i) call the Bank card center, from Monday through Friday (except holidays), and (ii) confirm in writing the information provided by telephone. The depositor's financial responsibility for the unauthorized use of the ATM card whether lost or stolen may be:

- a. Up to a maximum of \$50.00, if the Bank is notified within the first two (2) working days of being aware of such theft or loss.
- b. Up to a maximum of \$500.00 if the notification is made after two (2) working days of being aware of such theft or loss and the Bank can show that the loss of the funds might have been avoided if the notification had been made within the two (2) working day limit.
- c. limited, if the depositor does not notify the Bank of the loss or theft within (60) days following of the mailing of the periodic Bank statement on which are reflect unauthorized transactions.

SECTION X. TELEDORAL AND DORAL NET

1. IN GENERAL:

Doral Bank's service, TELEDORAL, puts you in total control of our Banking services with all of the information you need to know about your account or our products in a quick and easy way, from anywhere on the island without having to leave your home. You may access Teetotal for the first time using the personal identification number (PIN) previously assigned. You must change this access number once you have accessed your account for the first time.

2. AVAILABLE SERVICES AT TELEDORAL:

- 2.1 Bank statements: one detailed statement of your account, including the last five transactions made.
- 2.2 Balances: precise Information about your account balance, calculated daily.
- 2.3 Loans: A variety of alternatives geared to your needs and the opportunity to submit a pre-application during the same phone call.
- 2.4 Doral Bank Products and Services: Our full range of services, convenient business hours and the location of our branches.
- 2.5 Stop payments on checks

3. DORALNET:

- 3.1 Access to your accounts over the Internet.
- 3.2 Access to your account and balances
- 3.3 Transfers
- 3.4 Checks orders
- 3.5 Bill Payments
- 3.6 See the images of paid checks
- 3.7 Stop payments of checks

SECTION XI. ACCESS TO ACCOUNT STATEMENTS ELECTRONICALLY

1. IN GENERAL:

1.1 You have the option to receive your Bank monthly statements by electronic mail or by accessing Doralnet.

You continue to receive your monthly statement by mail at your address in our records, if you do not wish to have it sent to you electronically or access it.

After having selected the option for sending your monthly statement to you either electronically or accessing it, you may revoke it at any time.

The consent to send or access monthly statement electronically, applies to the Account that you authorize.

To revoke or update the consent and/or any information related to mailing or electronic accessing of your monthly statement, you must notify the Bank in writing or call (787) 749-7000.

The monthly electronic statement may be printed out, if you wish.

to access, save and print the monthly statement sent electronically, you must have the following equipment and programs:

- a) Computer
- b) Internet Connection
- c) Internet Explorer 5.5 or later version
- d) E-mail Address
- e) Acrobat Reader (You may download it off the Internet)
- f) Computer Printer

1.8 The checking Bank statement will be available at Doralnet for a period of 1 year.

APPENDIX A

DISCLOSURE FOR ELECTRIC FUNDS TRANSFERS (REGULATION E); RELATED REGULATORY DISCLOSURES; DISCLOSURES OF THE TERMS AND CONDITIONS PURSUANT TO WHICH SERVICES WILL BE PROVIDED THROUGH THE USE OF AUTOMATIC TELLER MACHINES AND OTHER ELECTRONIC TRANSFERS.

In compliance with Regulation E, which regulates electronic fund transfers in individual accounts, the Bank provides this disclosure about the terms and conditions under which the Bank provides electronic fund transfer services and your rights and responsibilities under said Regulation. With the automatic teller machines ("ATMs") the client may have access to his or her account through the following instruments of access: an ATM card or Doral Visa debit card. Before the client can use the ATM card or the branded debit card, the Bank will have validated them for the purposes contemplated in this disclosure.

I. VALIDATION OF THE INSTRUMENT OF ACCESS:

The ATM card, or the Doral Visa debit card cannot be used for purposes of electronic transfer of funds by automatic teller machines, point of sale and other automatic tellers, until the ATM card, or the Doral Visa debit card is properly validated by the Bank. If the client receives an ATM card or the Doral Visa debit card and does not wish to use it, the client should destroy the ATM card or the Doral Visa debit card by breaking it in half. Once the account is open and at the moment of requesting the electronic transfer of funds, the client will have the alternative of choosing between the ATM card, or the Doral Visa debit card.

II. SERVICES

The client can use the ATM card, or the Doral Visa debit card after it has been properly validated by the Bank in any terminal of automatic teller machines for the following purposes:

- a. Withdrawals from a checking account.
- b. Deposits to a checking account subject to verification from the automatic teller machines identified for this purpose.
- c. Balance verification of checking account.
- d. Payment of all or part of what is owed by the client to the Bank from term or mortgage loans using only the automatic teller machines within the Bank that are thusly identified for these purposes.
- e. Point of Sale (P.O.S.): The ATM card or the Doral Visa debit card may be used to pay for purchasing goods and paying for services in establishments that have agreed to accept these methods of payment. The card will have the symbols that will designate the systems available for electronic transfers. If the point of sale uses systems similar to those in the card, then the ATM card or the Doral Visa debit card will be accepted. The above mentioned services are subject to the terms, conditions and limitations contained in the checking account contract or in the ATM card or the Doral Visa debit card Agreement, whichever is the case.

III. LIMITS TO TRANSFER AMOUNTS:

The withdrawals from checking accounts through the ATM card or the Doral VISA debit card may not exceed \$500.00 in cash and/or available balance in the account, in purchases at points of sale in one business day. The effective date for the transactions described herein shall be as follows:

- a. Automatic Teller Machines within Bank premises: Transactions carried out after 3:00 p.m. on a non Bank business day will be processed the next working day.
- b. Automatic Teller Machines off Bank premises: Transactions carried out on a non Bank business day or after the closing time that is displayed at the automatic teller machines, will be processed the next working day. Also, these withdrawals will be subject to your account's funds availability.

IV. CHARGES FOR TRANSFERS:

The Bank will not charge its clients additional fees for funds transfers using the ATM card or the brand debit card.

By using an automatic teller machine belonging to another entity or institution that is not Doral Bank, you may be assessed fees for services or transactions charged by the ATM operator or by another electronic banking network, even if you are only inquiring about your balance and not carrying out a transaction that involves funds.

V. RIGHT TO RECEIVE DOCUMENTATION OR VERIFICATION REGARDING TRANSFERS:

- a. Receipts: When using automatic teller machines for cash deposits or withdrawals, other automatic teller machines or point of sale terminals for purchase, the client will receive a receipt for the transaction.
- b. Account Statements: The client will receive monthly account statements which will reflect those transactions made with the ATM card or the Doral Visa debit card that affect the checking account, made during the monthly invoicing period declared in each account statement. The account statements shall be sent by regular mail to the last address known by the Bank through its files. The account statement will identify the transactions made at automatic teller machines or points of sale, reflecting the date, the amount, type of transaction, and place of teller machine where the transaction was executed.

VI. CLIENT RESPONSIBILITY FOR UNAUTHORIZED TRANSFERS, THEFT OR LOSS OF THE ATM CARD, OR THE DORAL VISA DEBIT CARD:

If the client believes that the validated ATM card or the Doral Visa debit card has been lost, stolen or the personal identification number (PIN) has been or could be used by an unauthorized person to transfer funds from the accounts, the client must inform the Bank immediately. The easiest and quickest way to do it and to reduce possible loss is with a phone call. The client could lose the entire amount deposited in the checking account. If the client notifies the Bank within two (2) business days from the date that the client has knowledge of the theft, loss or unauthorized use of the personal identification code, instrument, or access card, the client is only responsible up to \$50.00 for the unauthorized use of said instrument or access card. If the client does not notify the Bank within the two (2) following business days from the date the client had knowledge of the stolen, lost or unauthorized use of the personal identification code, instrument, or access card, and the Bank can prove the unauthorized use could have been prevented if the notification was received in a timely manner, the client could be responsible for up to \$500.00. Also, if the account statements reflect transactions executed by any means not authorized by the client, the Bank must be notified immediately. If the Bank is not notified within sixty (60) days from when the account statement was sent, and the Bank can prove the unauthorized use could have been prevented if the notification had been received in a timely manner, the client will not have the right to reimbursement for the transfers or withdrawals made after the said term. If there is any just cause, such as a hospital stay or prolonged trip outside of Puerto Rico, which prevented the client from notifying the Bank, the Bank may prolong the above mentioned terms. The client may immediately communicate with the Bank by telephone during business hours at 787-721-7666 or to 787-751-0786 during non-business hours and at 1-800-366-8472, 24-hours a day in the case of loss or stolen Doral Visa debit card or if the client prefers to write, he or she may contact the Bank at the following address:

DORAL BANK
Bank Cards Department
PO BOX 71306
San Juan, PR 00936-8406

VII. BUSINESS DAYS:

The Bank's Business days are Monday to Friday, excluding holidays. Business hours are from 8:00am to 6:00pm from Monday to Friday and from 8:00am to 12 noon on Saturdays. Some branches open on Sundays from 11:00am to 3:00pm. Transactions effectuated on Saturday, Sunday, holidays or after business hours will be processed with the date of the next business day.

VIII. VERIFICATION AND PROCESSING OF TRANSFER OF FUNDS:

The transfer of funds executed after 3:00 pm during business days, will be processed with the date of the next business day. The transfer of funds executed on holidays or Saturdays will be processed with the date of the next business day.

IX. DISCLOSURE OF ACCOUNT INFORMATION TO THIRD PARTIES:

The Bank, in the ordinary course of business, will only make disclosures regarding the client's accounts or transfers made in the following cases: a) to verify the existence and condition of the client's account to third parties, such as credit reporting agencies or merchants; b) to comply with orders issued by a court or government agencies; c) when necessary to complete or process a transaction or transfer; or d) if the client gives the Bank written authorization.

X. AMENDMENTS TO THE TERMS AND CONDITIONS:

The Bank reserves the right to amend from time to time the terms and conditions exposed in this disclosure. Any amendment that results in the imposition or increase in fees, in the increase of responsibility, in the reduction of services available or in major restrictions to the frequency or amount of transfers allowed, the Bank will notify the client thirty (30) days prior to amendment's effective date. Nonetheless, no notification will be required if the amendment to the terms and conditions is necessary to keep the electronic transfers from the client's account secure.

XI. BANK'S RESPONSIBILITY FOR NOT PROCESSING FUND TRANSFERS:

If the Bank does not process an electronic fund transfer to or from the client's account or does so for an incorrect amount pursuant to the Bank's contract with the Client, the Bank will be responsible for the Client's losses or damages. However, there are some exceptions. The Bank will not be responsible in the following cases:

- a. If for some reason that is not attributable to the Bank, the Client does not have sufficient funds to effectuate the transfer.
- b. If the transfer exceeds the funds available in the account.
- c. If the system used for the transfer is not operating adequately and the Client knew this at the time the transfer started.
- d. If *force majeure* events, such as fires or floods, do not allow the Bank to effectuate the transfer.

XII. PROCEDURE APPLICABLE TO ERROR RESOLUTION:

In case of errors or if you have a question regarding your electronic transfers, please call us at (787) 725-6060 during business hours, or (787) 751-0786 during non-business hours or send us a written communication to the following address as soon as possible:

DORAL BANK
Bank Cards Department

PO Box 71306
San Juan, PR 00936-8406

If you understand that the account statement that the Bank sent you or that the receipt issued by an ATM machina or the receipt issued by a P.O.S. Terminal is incorrect, or when you need more information regarding a transaction reflected in your account statement or receipt, the Bank should receive your verbal or written communication no later than sixty (60) days counted from the date in which the Bank sent the Client the statement in which the error or problem the client alleges appears for the first time.

When you communicate with the Bank, you should:

- a. State your name and account number in question
- b. Describe the error or transaction about which you have a question and explain in the clearest possible way why you believe there is an error or you need more information.
- c. State the quantity in dollars of the alleged error or problem.

When you communicate with the Bank by phone, you will be requested to send your claim or question in writing within the next ten (10) business days. The Bank will inform you the result of the investigation realized within ten (10) business days following the date in which you communicated with the Bank and will correct the error as soon as practicable. However, if the Bank needs additional time to investigate the Client's claim, the Bank may take as long as forty-five (45) days, in which case, the Bank will credit the Client's account temporarily, within ten (10) business days, the amount the Client alleges to have a right over due to the alleged error, so that the client may make use of said quantity during the period of time it takes the Bank to finish the investigation. If the claim is regarding a transaction made outside the United States or a Point of Sale (P.O.S.), the bank will inform you the results of the investigation within ten (10) days from which the day in which you communicated with the Bank. Should the Bank need a longer period of time to realize the investigation, the Bank may take up to ninety (90) days, in which case the Bank will credit the Client's account temporarily, within ten (10) business days, the amount the Client alleges to have a right over due to the alleged error. In case the Bank determines that there was no error, it will send the client a written explanation within a three (3) business day period following the date in which the determination was made. The client has a right to request from the Bank the documents used in the investigation of your allegations, if any.

XIII. ATM CARD OR DORAL VISA DEBIT CARD CANCELLATION:

In case that you incur in repeated overdrafts, it is the Bank's discretion to cancel your ATM card or Doral Visa debit card. If your Doral Visa debit card is cancelled, it is the Bank's discretion to replace it with a regular ATM card.

IMPORTANT ANNOUNCEMENT: This disclosure applies to electronic transfers realized using ATM cards or Doral Visa debit cards. For other electronic transfers, please refer to apendices B and C below.

The undersigned ("Client"), requests from Doral Bank (the "Bank"), that it allows the Client to effectuate transactions in ATM machines with the card indicated above, which allows to effectuate electronic fund transfers with respect to your account.

CONTRACTUAL CLAUSES

As the client, by signing this document and using the ATM card or Doral Visa debit card, the pin number requested to effect electronic fund transfers with respect to the designated account(s) and, the Bank, by allowing access to said account(s) through the client's ATM card or Doral Visa debit card and the pin number in ATM machines, will be contractually obligated to comply with the following clauses and stipulations:

1. The client recognizes that the ATM card or Visa debit card authorized by the Bank, in conformance with the requests made in this document, will be the Bank's property at all times, and the client is obligated to return it immediately when the Bank so requests. In addition, the client recognizes that the authorized ATM card or

Visa debit card is non-transferable and may be cancelled by the Bank any time, without previous notice.

2. The client agrees to maintain the selected pin number confidential and secret to avoid electronic transfers by unauthorized individuals. For this reason, the client is obligated to not carry the selected secret pin number with the ATM card or Doral Visa debit card.

3. The client will be able to effectuate withdrawals from, and deposits to, the designated account(s) using the authorized ATM card or Doral Visa debit card and the secret pin number that the client selects. Said withdrawals and deposits will be revised and shall be subject to the terms and conditions contained in the Demand Deposit Account agreement, except those terms and conditions in which that document is incompatible with this one.

4. The Bank will debit withdrawals from the designated account(s) and will credit deposit(s) using the authorized ATM cards and Doral Visa debit cards and the secret pin number that the client selects. The deposits will not be available for withdrawal or transfer until the Bank performs its verification.

5. Except as provided in paragraph 7 of this document, any debit made from the designated account(s) that corresponds to withdrawn funds using either authorized ATM cards or Doral Visa debit cards and the secret pin number selected by the Client will be valid and the Client will be responsible to the Bank for any overdraft that occurs or any quantity that exceeds the balance of available funds in the designated account(s) due to said withdrawals.

APPENDIX A-1
AMENDMENTS TO APPENDIX A
DISCLOSURE RELATED TO CHECK CLEARING FOR THE 21st CENTURY ACT (CHECK 21)

In compliance with the federal *Check Clearing for the 21st Century Act*, known as “CHECK 21” and Regulation CC, we provide the following disclosure regarding the terms and conditions applicable to checks processing. One of the innovations of Check 21 is that it allows the financial institutions to exchange checks electronically, substituting the current manual process, by creating a negotiable instrument that the law recognizes as a substitute check.

What is a substitute check?

A substitute check is a reproduction on paper of an original check that has the validity of the original check for all legal purposes. These checks are similar in size and contain an image of the front, back and all of the endorsements that appear on the original check.

A substitute check includes on the front the following legend in English that identifies as a legal copy of the check and that permits using it as one would use the original check: “*This is a legal copy of your check. You can use it in the same way you would use the original check.*” For example, in cases where a check is returned due to insufficient funds, the substitute check may be used to collect the amount in place of the original. Check 21 provides that federal and local courts and agencies must accept substitute checks as if being presented with the original check.

What does Check 21 mean to me?

Check 21 means that you may receive substitute checks instead of your cancelled checks with your Bank statements. If you are a consumer and have a consumer account (as defined by Check 21) this notification and the rights it contains applies to you when you receive substitute checks. Your rights in accordance with this notification do not apply if you receive original checks, electronic debits against your account or images of substitute checks. However, for these transactions, other sections of this and other regulations apply.

A substitute check and an image are not the same.

Check images that you receive in your Bank statement are not substitute checks. However, these images of checks, like the images of the substitute checks, may be accepted as proof of payment.

What happens to the original checks?

The original check is mutilated in the financial institution where it was negotiated for the first time, producing thereby a substitute check. Once mutilated, the clients of each institution will receive a substitute check (when receiving their cancelled checks along with the Bank statement) in their monthly Bank statements or an electronic image of the substitute check (when receiving their cancelled checks along with the Bank statement).

What happens if I need a copy of a cancelled check?

Don't worry. Your Bank will make available copies of your substitute checks or copies of the images of substitute checks whenever you may need additional copies to those that you receive in your Bank statement.

What are my rights regarding substitute checks?

Check 21 provides a special proceeding that permits you to apply for reimbursement for losses suffered related to a substitute check charged against your account (for erroneous amounts charged to your account or for duplications in the transactions made with a substitute check). To support this proceeding, you may try to

collect the amount debited to your account and the charges that may have been collected for the transaction's resulting debit (e.g.: charges for checks returned for insufficient funds). The amount of your reimbursement is limited to the amount of the loss or to the amount of the substitute checks whichever is less. If your account is an account that accrues interest, you have the right to receive interest on the amount of the reimbursement. If your loss exceeds the amount of the substitute check, you may have the right to recover said excess under others regulations.

If this proceeding is applied and you decide to use it, you may receive up to a maximum of \$2,500.00 plus interest (if the Account accrues interest) within 10 working days from the day that the Bank receives your claim. The remainder of your deposits (if that exceeds \$2,500) may be received no more than 45 working days from the date that the Bank received your claim.

If in the future, the Bank demonstrates that there was no error and that the substitute check was duly credited to your account, the Bank may recall the reimbursement, including any interest on it. The Bank may delay the availability of the funds credited to your account on the tenth working day until the next working day following the day that the Bank determined that the claim is valid, or until 45 calendar days have elapsed from date that you submitted your claim, under the following circumstances:

- If you open a new account or you are a new client (within a term of thirty days of having opened the new account)
- If you have repeatedly overdrawn your account during the past six months:
- If the Bank has reasonable cause to believe that your claim is fraudulent.

The Bank will mail you an explanation in writing by the next working day following the date that the Bank concludes its investigation. You may request copies of the documents used in the investigation from the Bank.

How to present a reimbursement claim?

If you believe you have suffered a loss related to a substitute check that you received that was debited from your account, you should call us, Teetotal, at (787) 749-7000 or 1 (800) 981-6911. If you prefer, you may notify us in writing at the following address: Doral Bank, P.O. Box 308, Cataño, P.R. 00963-0308

For you to claim some right to support this proceeding, you should communicate with the Bank within a period of forty calendar days from the date that the Bank sent you the substitute check in question by the agreed method or the Bank statement where the substitute check in question was debited is reflected as a debit to your account, whichever occurred later. If any extraordinary circumstances exists that impeded you from making your claim within this term, the Bank may extend this period of time.

Your claim must include:

- A description why you understand that you suffered a loss;
- Indicate that you suffered a loss and provide an estimate of the amount of your loss;
- An explanation of why the substitute check that you received is insufficient to confirm that you suffered a loss; and
- A copy of the substitute check or the following information that will help us to identify the substitute check: check number, name of the beneficiary and the amount of the check.

APPENDIX C

DISCLOSURES REGARDING AUTHORIZED DEPOSITS AND WITHDRAWALS

I. AUTHORIZED BALANCE TRANSFERS FROM YOUR ACCOUNT; WRITTEN AUTHORIZATION

The Bank will process authorized balance transfers from your accounts as long as you have duly authorized these in writing. These transfers may be made either authorizing the Bank through a consent form stating the amount in funds to be transferred, date of transfer, the payee, the account where the funds will be transferred to and the address where the funds will be transferred to, or authorizing the payee through a form authorizing the Bank to make the transfer. A copy of said authorization form will be provided to the Bank by the entity obtaining said authorization.

The Bank will mail a Bank statement monthly to all checking accounts in which the fund transactions made by the direct deposits system are reflected. If the direct deposits are credited to your savings account, you may visit the branch where you have your account and those direct deposits credited to your account will be registered in your savings account passbook book from the last date that you brought in your passbook for any purpose. The Bank collects no additional charge for this service.

II. DEPOSITOR'S RIGHT TO SUSPEND PAYMENT

In order to suspend payment of an authorized electronic transfer, the depositor must provide the Bank with an order to suspend payment made verbally or in writing at least three (3) business days prior to the effective date. If the order for suspension of payment is made verbally, the depositor must confirm it in writing within a period of fourteen (14) days after the verbal notice is given. If the Bank fails to receive said confirmation in writing within the time stipulated, the verbal order for suspension will be nullified fourteen (14) days later.

III. NOTICE OF TRANSFERS FOR DIFFERENT AMOUNTS

When different amounts are to be transferred, the Bank or the payee will send the depositor a written notice stating the amount to be transferred and the date for the money transfer. This notice will be sent to the depositor by mail or in person, at least ten (10) days prior to the scheduled date for the money transfer.

The Bank or the payee will notify the depositor of his or her right to be notified of all authorized transfers for amounts which are different from the amount authorized. In an agreement made with the Bank or the payee, the depositor could opt to receive said notices stipulating a set limit for changes in the amounts transferred. The Bank or the payee will only send notice to the depositor when the authorized transfer is over the limits of the stipulated changes.

IV. LIABILITY FOR DAMAGES INCURRED

The Bank will be liable to the depositor for damages incurred for failing to comply with an order for suspension of payment of a transfer authorized by the depositor, as long as the request for suspension was given in accordance with the dispositions and conditions of this disclosure.

The Bank will not be responsible for damages or losses that you may suffer for not crediting direct deposits on time in the Account designated by you or for crediting an incorrect amount. The Bank will not be responsible when there is an omission of crediting the direct deposits or for an error in the amount of said direct deposits that results as a consequence of acts of nature or for circumstances or causes beyond the control of the Bank, in spite of the reasonable precautions that the Bank has taken.

V. PROCEEDINGS APPLICABLE TO ERROR RESOLUTION

In case of errors or if you have any questions regarding authorized withdrawals, please call us at (787) 749-7000 (TeleDoral) or write to:

DORAL BANK
Electronic Banking Department
P. O. Box 308
Cataño, P. R. 00963-0308

When you think, any account statement sent by the Bank, or any withdrawal in your Bank book is in error or when you need further information as to any authorized withdrawal in the account statement or savings book, the Bank must receive your verbal or written notice no later than sixty (60) days:

- i) beginning on the date you were sent the account statement first showing the error or concern you see, or
- ii) beginning on the date the direct deposit was first registered in your Bank book for which you find an error or concern, as the case may be.

When contacting us you must:

- a. State your name and number for the account in question.
- b. Describe the error or direct deposit, which you question and explain as clearly as possible why you think a mistake has been made or why you need further information.
- c. Indicate the dollar amount for the alleged error or problem.

When contacting us by phone, you will be asked to send your claim or question in writing within the following ten (10) business days. The Bank will report on the results of the investigation made within ten (10) business days and will correct any error found as soon as possible. However, should additional time be required to investigate your claim, the Bank could take up to forty-five (45) days, in which case the Bank will credit your account in the amount you are allegedly entitled to due to the error found within ten (10) business days, so you may use said amount during the time period required to conduct our investigation. If the Bank fails to receive your claim or question in writing within the period of ten (10) business days, the Bank will not credit your account for the disputed amount of money. In case the Bank finds there was no error, it will send you a written explanation within three (3) business days after the date of completion of the investigation. You are entitled to request copies of the documents used in the investigation.

APPENDIX D
RELATED REGULATION DISCLOSURES
PERTAINING TO THE BILLING SYSTEM
THIS DISCLOSURE CONTAINS IMPORTANT INFORMATION REGARDING YOUR RIGHTS
AND OUR LIABILITIES UNDER THE “FAIR CREDIT BILLING ACT”

In order to protect your rights according to said law, we hereby present the steps you must take should you find an error in your account billing or statement, or would want further information regarding any entry in your bill:

1. Prepare a letter containing the following information:
 - a. Your name and account number.
 - b. State the dollar amount for the alleged error.
 - c. A description of the entry or part of the bill you think is mistaken and an explanation as to why you think it is wrong. If you only need further information, identify the entry about which you have questions and, if so desired, request evidence of the charge, such as a copy. Do not send your copy of the charges or other documents unless you retain a duplicate for your records.
 - d. Provide any other information (such as your address) you may think will help us identify you or acknowledge your claim or complaint.
2. Send your notice of billing error to the following address:

Doral Bank
Consumer Department
P. O. Box 308
Cataño, P. R. 00963-0308

Please send your notice of claim as soon as possible and, in any case, within the time period so we may receive it within the sixty (60) days from the date of the account billing or statement. If you are having automatic deductions made for paying your credit line bills from your checking account with the Bank, you may suspend the payment of any amount you consider in error by sending notice to be received by us three (3) days prior to the date scheduled for the automatic payment.

YOUR RIGHTS AND OUR LIABILITIES AFTER WE RECEIVE YOUR WRITTEN NOTICE

1. We must acknowledge receipt of your letter of claim no later than thirty (30) days after receiving it, unless we can correct the error in your billing within those thirty (30) days. Within a period of ninety (90) days after we receive your claim letter, we would need to correct the error or show why we believe the billing is correct. Once we have explained the billing, we will have no further obligation with you even if you still think there is an error, except as provided for in paragraph 4 below.
2. Once you file your claim, we cannot take any action to collect the disputed amount by ourselves nor through an attorney nor using collection agencies or any other way, but we will continue to periodically send you the account statements and the disputed amount could be applied against your credit limit. You may not receive threats that your credit standing will be affected nor that you will be sued for the disputed amount, nor that the disputed amount will be reported as delinquent to a credit agency or any other creditor until we have responded to your claim. Despite this, you will be bound to pay the part of your bill that is not disputed.
3. If it is determined we have made a mistake in your billing, you need not pay financing charges on the amount claimed. If we have not made a mistake, you must pay the financing charges on the disputed amount, and will also need to cover any minimum payment required on said amount. Unless you have accepted the billing as correct, we must send you a written notice of what is owed us and, should it be found we made an error in billing for the amount claimed, we must grant you the time normally allowed to pay undisputed amounts before any additional charges may be added.
4. If our explanation is not satisfactory and you notify us in writing within a period of ten (10) days from the date of receipt of our explanation, that you still refuse to pay the disputed amount, we could report this to a credit agency or other creditors and we could also continue to take regular collection actions. Nevertheless, we must report to them that you insist on stating you do not owe the money and we must also notify you as to who received said reports. Once the matter is resolved between you and us, we must send notice to those we previously notified of your overdue account.

5. If we fail to follow the above rules, we will be precluded from collecting the first \$50.00 of the disputed amount and the corresponding financing charges, even if said billing is found to be correct.

APPENDIX E

DISCLOSURES REGARDING FUND AVAILABILITY (REGULATION CC)

I. YOUR ABILITY TO WITHDRAW FUNDS

As stated in "Regulation CC", our policy is to delay the availability of some funds deposited in your account. During this delay, you may not withdraw the funds in cash and we will not pay checks made against your account.

II. DETERMINATION AS TO THE AVAILABILITY OF DEPOSITED FUNDS

The availability of the deposited funds will depend on Federal Regulation and on the Policy that the Bank establishes.

Local check: Checks where the Bank in which the deposit is made and the Payer Bank are located in the same region as established by the Federal Reserve Bank.

As of February 27, 2010, all Banks of the United States of America will belong to the same region for Regulation CC purposes.

To determine if a check is local or non local, the Bank will verify the first four digits of the check's routing number (first group of numbers printed from left to right at the bottom of a personal check and the second group of numbers printed in a commercial check). The first four digits identify the District of the Federal Reserve Bank to which the member bank belongs, the geographical area where the Bank belongs to, and whether the Bank is a Commercial Bank or not.

The duration of the period for availability of your deposit will start counting from your deposit date. Every day will be considered a business day, except for Saturdays, Sundays and federal holidays. If you make a deposit before the end of our business hours on a day we are open, that day will be considered your deposit date. However, if you make a deposit after the end of our business hours, or on a day in which we are closed, we will consider the next business day to be the date of your deposit.

III. AVAILABILITY OF FUNDS ACCORDING TO THE REGULATIONS

The Federal Regulation requires that the Bank makes funds available within a certain amount of time. Depending on the deposit type, the funds can be available on the same day, the next working day or after some days from the deposit.

- A) The availability of the funds is determined by:
 - 1. Considering the period of time in business days commencing on the next working day after the day the deposit was made. Business days are defined as every day but Saturdays, Sundays and federal holidays, regardless if the Bank is open on Saturdays, Sundays or Holidays, because these days are not considered business days.
- B) Availability of Funds for Cash withdrawals, purchases of goods and services related to the acceptance of ATM, POS and for check payment:
 - 1. Deposit available the first business day after the deposit:
 - a. Cash
 - b. Wire Transfers
 - c. Electronic Funds Transfers (Social Security and Employee Direct Deposit).
 - d. Checks withdrawn against an account in Doral Bank (on us)
 - e. US Treasury Checks
 - f. Unites States Postal Services Money Orders
 - g. Federal Home Loan Bank checks

- h. Federal Reserve Bank checks
- i. Checks from the Government of Puerto Rico (using the special deposit slip)
- j. Certified, Cashiers or Teller Checks
- k. The first \$100 of the total of a deposit from local checks drafted.

DISCLOSURE OF FUNDS AVAILABILITY- REGULATION CC

The schedule below shows the funds availability under Regulation CC.

THE FIRST 4 DIGITS CORRESPOND TO THE ROUTING NUMBER	AVAILABILITY SCHEDULE IN ACCORDANCE TO REGULATION CC	EXAMPLE OF FUNDS AVAILABILITY, IF THE DEPOSIT WAS MADE ON OCTOBER 1, XXXX
All Routing Numbers	The first \$100 of a deposit will be available for the next business day. ¹	N/A
<ul style="list-style-type: none"> • Cash Deposits 	First business day after the deposit	N/A
<ul style="list-style-type: none"> ▪ Checks deposit using a special deposit slip available in the branches ▪ US Treasury Checks ▪ Federal Reserve ▪ FHLB checks ▪ State or local government checks ▪ Cashier's, certified, or teller's checks, USPS money orders 	First business day after the deposit: The total of the funds deposited are available for cash withdrawals, ATM purchases of goods and services and check payments.	Tuesday 10-2-XX
Local checks with routing numbers: 0215, 2215	First business day after the deposit: The first \$100 of a deposit will be available.	Tuesday 10-2-XX
	Second business day after the deposit: The remaining balance will be available to pay checks presented for payment not later than 5:00 p.m. ¹	Wednesday 10-3-XX
All checks from US Banks and US Virgin Islands	First business day after the deposit: The first \$100 of a deposit will be available.	Tuesday 10-2-XX
	Second business day after the deposit: The available balance for cash withdrawal is \$400 for the aggregate deposit.	Wednesday 10-3-XX
	Third business day after the deposit: The remaining balance will be available to pay checks presented for payment not later than 5:00 p.m. ²	Thursday 10-4-XX

¹ Available balance for cash withdrawal will be limited to \$400 dollars of the aggregate amount of checks. Funds in excess of \$5,000 will be available up to 7 business days after the day of the deposit.

² Available balance for cash withdrawal will be limited to \$400 dollars of the aggregate amount of checks. Funds in excess of \$5,000 will be available up to 8 business days after the day of the deposit.

- **All transactions conducted on Saturdays and Holidays will be registered in the account on the next bank business day.**
- **The Special deposit slip is available; please ask one of our branch associates.**

IV. AVAILABILITY OF FUNDS FOR OTHER CHECKS DEPOSITED

The duration of the period for availability of deposits made with other checks (not previously mentioned) will depend on the routing and transit number consisting of nine (9) digits on the lower part of the check. Once you identify the first four digits of the routing and transit number (for example, number 1234), find the numbers on the table under section II. The next table will show when the funds will be available. If you deposited two categories of checks, \$100.00 will be available the first business day after the deposit, NOT \$100.00 for each check category.

V. GREATER DELAYS IN AVAILABILITY OF FUNDS

The funds corresponding to any deposit could be retained for a period of time greater than that previously stated if any of the following circumstances were present:

- If we suspect we will be unable to cash the check being deposited.
- If you deposit checks for a total of over \$5,000.00 in the amount added during any day or during the first few days of a new account opened by a new customer, the excess from this amount could require additional time for availability.
- If you are depositing a check that has previously been returned without cashing.
- If you have repeatedly overdrawn your account during the past six (6) months.
- In case of an emergency, such as communication failures, failures in computerized equipment or poor weather conditions (such as a hurricane or an earthquake), among others.

2 A depositor will be considered as having repeatedly overdrawn his or her account if: a) for six or more times during the past six months the account balance could have been in the negative if the account checks or other charges had been covered, or b) for two or more business days during the past six months, the account balance has been in the negative, or the account balance has been in the negative in the amount of \$5,000 or more, from covering account checks and other charges.

In any of the aforementioned cases, we would notify you as to our intention to delay the availability of funds for the deposit you are making. We will state the reasons and the date when your funds would be available. They will generally be available no later than within five days in addition to the days stipulated for local checks and no later than six additional days to those stipulated for non-local checks. Under the emergency exception, these days will start counting beginning with the end of the emergency.

VI. SPECIAL RULES FOR NEW ACCOUNTS

If the Depositor is a new Doral Bank customer, electronic transfers (such as Social Security benefits and payroll payments through direct deposit) will be available for withdrawal the day of the deposit. However, the following special rules will cover your account during the first thirty (30) days from the date you first open it.

1. Funds deposited in cash, wire transfers and the first \$5,000 deposited during the day consisting of checks issued by the United States Treasury, Cashier Checks, official Bank checks, certified checks, Teller's Checks, traveler's checks, US Postal Money Orders, checks issued by the Commonwealth of Puerto Rico, its agencies and city governments, checks issued by the Federal Reserve Bank or the Federal Home Loan Bank, will be available the first business day after deposit, if the deposit meets certain conditions. For example, the checks must be issued in your name and you must make the deposit in person through one of our employees using the special slip required for said purposes, available at the branch.

2. The excess over \$5,000 for the mentioned checks will be available on the ninth business day after the date of deposit. If the depositor does not make the deposit in person through one of our employees, the first \$5,000 will not be available until the second business day after the date of deposit.

3. The funds for deposits consisting of other checks will be available on the ninth (9th) business day after the date of deposit.

VII. RETENTION OF OTHER FUNDS

If we accept deposits for checks issued against another Bank, we can immediately provide availability for said funds but will delay the availability of funds for other accounts you may have with the Bank for the amount of the deposit and the funds will be available according to the availability table described herewith.

If you have any questions regarding the availability of your deposit, call TELEDORAL at (787) 725-6060.

VIII. ENDORSEMENT

1. Goal:

In order to minimize your risk and the risk to the Bank in case of returned checks, the regulation contains steps to hasten the processing of returned checks and specifies the location and information to be contained on the back of the check for endorsement purposes. If you follow these rules, your returned check will properly reach the Bank.

2. Specifications:

When a check is accepted for deposit in a Bank, the payee's endorsement is required. The endorsement must appear within the area defined for said purpose on the back of the check (1 ½ inches) as illustrated below. It may be necessary to adjust the type and size of your endorsement to fit within the specific area provided in the check. There may be complications when using a machine or other equipment to endorse the back of the check. It is very important that you contact an officer of the branch where you keep your account if you have any questions and ask about the area needed for check endorsement.

3. Business Accounts

If you have a business account, we will need your cooperation regarding the following:

- a. When you accept checks endorsed by and payable to your customer, ask him or her to endorse it in the area assigned for the payee's endorsement.
- b. Use a rubber stamp to endorse the check.
- c. The rubber stamp needs to be the size required and not exceed the specifications of the area indicated on the following pages.
- d. If your rubber stamp is larger than the size provided, you must order a new rubber stamp through one of our branches.

4. Printed Checks

When you order your printed checks, ask the printer to keep the back of the check blank to avoid interference with the area designated for endorsement.

IX. DEPOSITS MADE IN AUTOMATED TELLER MACHINES

If you make a deposit in our automated teller machine located within the Bank premises before 3:00 PM on a business day when we are open to the public, that will be considered the date of deposit. The availability of funds will be in accordance with the stipulations of our policy.

However, if you make a deposit after 3:00 PM on any business day, on Saturday, Sunday, federal holiday or on a day we are not open to the public, we will consider the deposit made on the next business day we are open to the public. The availability of funds will be in accordance with the stipulations of our policies. The Bank will not accept deposits in automated teller machines not located within the Bank premises and not duly identified as such.

X. NIGHT DEPOSITS

Deposits made in the night deposit facilities will be considered received when the Bank personnel opens the vault and processes the deposit.

APPENDIX F

CONDITIONS FOR DORAL BANK SAFE-DEPOSIT BOX RENTALS

1. The Bank will allow the renter access to the rented safe-deposit box during the hours the Bank remains open to the public, but the Bank reserves the right to close the vault where the rented safe-deposit box is located, if in the opinion of any of its officials a situation exists that can expose the vault or the safe-deposit box to danger, for any reason or causes, or if in the opinion of any of its officials the closing of the vault, where the box is located, is proper or prudent.
2. The Bank will not be responsible for delay, damage or inconvenience arising as a result of difficulties or impossibility in opening the rented safe-deposit box, or the vault where the same is found, or as a result of flaws in the mechanism of the locks of the safe-deposit box or the vault, or for any other reason.
3. The renter will neither use, nor will allow the rented safe-deposit box be used to deposit or to keep liquid substances, explosives, or dangerous or offensive material that is or may become a hindrance or a risk to the security of the Bank or anyone of its clients; nor will it use or allow the use of the rented safe-deposit box for any other intention other than to keep objects of value, documents or other property; and the renter will allow, at the Banks request, the inspection of the safe-deposit box by one or more of its officials in presence of the renter, to determine if the stipulations contained in this clause are in compliance. The renter will not use nor allow the use of the safe-deposit box to deposit or keep money in notes or coin.
4. The Bank will not be required, or have the obligation to supervise, check or verify the deposit or the removal of any content of the safe-deposit box.
5. The renter will immediately notify the Bank in case of loss or theft of one or both safe-deposit box keys, or in case that he cannot locate the same. All costs arising from the loss, theft or misplacement of one or both keys of the safe-deposit box, or will be it to pay the cost of new keys or of a new lock; it will be the responsibility of the renter.
6. The responsibility of the Bank will be limited to the exercise of ordinary prudence in preventing and avoiding access to the rented safe-deposit box in any form, with the exception to conditions agreed to by this renter. In no case, even in the case of damage or loss of part or the totality of the contents of the safe-deposit box, the fact of damage or loss will constitute evidence or create the presumption the safe-deposit box has been opened without due authorization.
7. The Bank reserves the right to terminate the rent at any time by means of a written notice to the renter. At the termination of the rent and delivery of the safe-deposit box, the content of the same will be removed by the renter or by that person or persons who have right of access to the box and the two keys will be returned to the Bank. If this rent is terminated by the Bank at any time before the expiration date of any year for which the rent has been paid in its totality, the Bank will refund the part that proportionally corresponds to the rate of the rent paid in advance by the renter.
8. The renter may terminate the rent and deliver the safe-deposit box and its two keys to the Bank written notification, thirty (30) days prior to the expiration date of any year during which this contract is in effect. In the absence of such notification, this rent, except in the case the Bank deems it terminated by provisions previously presented, will return part that proportionally corresponds to the rate of the rent paid in advance by the renter.

9. Despite the completion of this rental contract, or the abandonment of the safe-deposit box by the renter, the renter will be obliged to satisfy the annual fee as agreed as before consigned until he has returned both keys of the safe-deposit box to the Bank.

10. Rental to a natural person. If the rental is to a natural person, any agent or empowered person designated by the renter, in writing, will have right to access to the safe-deposit box as well as the removal of any or all its content of the same.

11. Shared in common renters - If the renting of the safe-deposit box is to two or more people, shared in common renters, anyone of them will have the right of access to the box independently of the other or others, as well as right to terminate rental contract and to deliver the box and the keys of the same, but the right to name an agent or empower others to act relative to the safe-deposit box must be exercised jointly to by all the shared in common renters. Should the death of any of the shared in common renters occur, all of the rights under the provisions of this rental contract will be transferred and invested automatically to the one or all of the surviving renters. Proof of death will be accredited by means of satisfactory evidence submitted to the Bank.

12. Partnership. - If the renter is a partner in any manner, any of the partners with power to administer and to contract in the name of the partnership according to the partnership contract, will have the right to the access of the safe-deposit box, will be able to terminate said rental contract, to deliver the safe-deposit box and the two keys of the same, name and designate an agent or empower others or to act relative to the safe-deposit box in accordance with this contract.

13. Corporations or Incorporated Association. - If the renter is a corporation or incorporated association, the right of access to the safe-deposit box, as well as the right to terminate said contract and deliver the safe-deposit box and the two keys of the same, will correspond to the official or the officials of the corporation or association, or to the person or persons who are designated by the corporation or association by means of a resolution or agreement by their Board of Directors.

14. The designation of the any agent or empowered person for any of the purposes before mentioned in these conditions will be done in writing, in the form designed by the Bank for this purpose. The form designating the agent or empowered person(s) must be deposited with the Bank. Any agent or empowered person(s) designated will be able, from the date of his designation, by his own volition and risk of the renter, to exercise all the faculties that are provided in this contract until such time the Bank is notified of a renovation of said designation of the agent or empowered person(s).

15. In case of the death of the renter, when applicable to a single individual, the Bank will be able to allow, subject to any condition, limitation or statutory restriction, once evidence deemed necessary by the Bank is presented, to any person or persons accredited to be the heirs or legal representatives of the deceased renter, to inspect the content of the safe-deposit box. As soon as a judicial administrator or an executor accredited to the satisfaction of the Bank in the performance of his position, will have the faculty to act relative to the content of the safe-deposit box and will be considered as the renter of the same in substitution of the original renter.

16. In the case of Bankruptcy of the renter, or in the case that the renter carries out an assignment or unlawful transfer with respect to the provisions of the Bankruptcy Law, or in case that the renter undergoes any other legal impediment, the trustee, legal administrator or committee designated, or the representative or the legal representatives of the renter, as the case may be, will be able to exercise the rights and powers that correspond to the renter under this contract.

17. If by reason of any statute, judgment, order, resolution or mandate, the Bank is prohibited from allowing the rented safe-deposit box to be opened, the Bank will maintain it incommunicado, without allowing access to the same for the time that the prohibition is in place.

18. Except in the special cases hereinabove mentioned, no person who is not the renter will have access to the rented safe-deposit box.

19. The renter will not be able to assign, transfer or sublease the right, title, interest or any part of the foregoing, pertaining thereto, pursuant to the terms and conditions of this rental.

20. The renter will compensate and maintain the Bank harmless of any type of liability, with respect to any costs, losses, damages and expenses to which the Bank may be exposed to for which it may be held responsible due to any act, lawsuit or any other related procedures with respect to the contents of the safe-deposit box.

21. Any notification given to the renter by this Bank under the terms and conditions of this contract may be sent by certified mail to the address that the renter has consigned in this document, or to any other address the renter designates in writing for the receipt of such notifications. All notifications made in this manner, will be understood to constitute a valid and effective notification and have the same effect as if the notification would have been personally served on the renter.

22. Under the terms and conditions hereof, the singular shall include the plural when the context hereof makes such inclusion necessary.

APPENDIX G
RELATED REGULATIONS DISCLOSURES
AUTOMATED CLEARING HOUSE (ACH) – PROVISIONAL CREDIT

PROVISIONAL PAYMENT DISCLOSURE

The credit given by the Bank as a client with respect to an Automated Clearing House (ACH) credit is provisional until we receive final settlement for such entry through a Federal Reserve Bank. If we do not receive such final settlement, you are hereby notified and agreed that we are entitled to a refund of the amount credited to you in connection with such entry, and the party making payments to you via such entry (i.e. the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

NOTICE DISCLOSURES

Under the operating rules of the National Automated Clearing House Association which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of received of an ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide to you.

CHOICE OF LAW DISCLOSURE

We may accept on your behalf payments to your account which has been transmitted through one or more Automated Clearing Houses and which are not subject to the Electronic Fund Transfer Act and your rights and obligations with respect to such payments shall be construed in accordance with and governed by the laws of the State of New York has provided by the operating rules of the National Automated ClearingHouse Association, which are applicable to ACH transactions involving your account.

FACTS **WHAT DOES DORAL DO WITH YOUR PERSONAL INFORMATION?**

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

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

- Social Security number and income
- account balances and payment history
- credit history and credit scores

How? All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons DORAL chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	DORAL	can you limit this sharing?
For our everyday business purposes such as to process your transactions maintain your accounts), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	Yes	No
For our affiliates' everyday business purposes information about your creditworthiness	Yes	Yes
For our affiliates to market to you	Yes	Yes
For nonaffiliates to market to you	No	We don't share

To limit our sharing Mail the form below
Please note: if you are a new customer, we can begin sharing your information 30 days from the date we sent this notice. When you are no longer our customer, we continue to share your information as described in this notice.

Questions? However, you can contact us at any time to limit our sharing.
 Call: 787 749-7000 or 1-877 366-7251 or go to www.doralbank.com

Mail-In Form

Mark any/a you want to limit:

Do not share information about my creditworthiness with your affiliates for their everyday business purposes.

Do not allow your affiliates to use my personal information to market to me.

Name	_____	Mail to:
Address:	_____	Doral Financial Corp.
City, State, Zip	_____	PO Box 71318
Account#	_____	San Juan, PR
		00986-8418

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Who are we

Who is providing this notice? Doral Financial Corporation, its subsidiaries and affiliates, including but not limited to: Doral Bank, Doral Mortgage LLC, Doral Insurance Agency, Doral Bank FSO (New York) and Doral Money, Inc.

What we do

How does DORAL protect my personal information? To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

How does DORAL collect my personal information? We collect your personal information, for example when you

- open an account or deposit money
- apply for a loan
- use your credit or debit card
- apply for insurance

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit all sharing? Federal law gives you the right to limit only

- sharing for affiliates everyday business purpose information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

What happens when I limit sharing for an account I hold jointly with someone else? Your choices will apply to everyone on your account.

Definitions

Affiliates Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include financial services companies such as Doral Bank, Doral Mortgage LLC and Doral Insurance Agency, Inc.*

Nonaffiliates Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- Doral does not share with non affiliates so they can market to you.

Joint marketing A formal agreement between non affiliate financial companies that together market financial products or services to you

- *Our joint marketing partners include credit card companies and insurance carriers.*

Other important information