



BUSINESS ONLINE ELECTRONIC BANKING SERVICES AGREEMENT

IN THIS BUSINESS ONLINE ELECTRONIC BANKING SERVICES AGREEMENT ("this Agreement"), the pronouns "you," "your," and "yourself" signify the electronic banking services customer (and include the Administrator and each User unless the context otherwise requires); "Access Device" means the combination of a company identification code, a user name, and a password that may be used to access the System and view Account information (unless you have elected the Enhanced Security Procedure on the signature page of this Agreement); "Enhanced Security Procedure" means use of an Access Device in combination with Digital Certification to access the System, view Account information, and/or initiate other electronic banking transactions through the System; "Digital Certification" means presentation through the System of a Digital Certificate issued to a User by the Administrator or by Mercantil Commercebank in accordance with procedures established by Mercantil Commercebank; "Digital Certificate" means a digital certificate issued as a Security Procedure by a certificate authority using public key infrastructure (PKI) technology; "Mercantil Commercebank" means Mercantil Commercebank, N.A., and the pronouns "we," "us," and "our" also are used to signify Mercantil Commercebank; "Mercantil Commercebank Affiliate" means any subsidiary or other affiliate of Mercantil Commercebank, including Mercantil, C.A. and its U.S. agencies; "Access Service Provider" means any Internet service provider providing connection to the Internet, including any commercial online service provider such as America Online, MSN, CompuServe, and Prodigy; "Administrator" means the individual designated by you from time to time to serve as your administrator in connection with the Business Online electronic banking services provided under this Agreement; and "User" means the Administrator and each other individual authorized by the Administrator to access and use the Business Online System on your behalf. Capitalized terms used but not otherwise defined in this Agreement (including Electronic Record, Electronic Signature, and Security Procedure) have the same meanings as in the Florida Uniform Electronic Transaction Act, Chapter 668, Florida Statutes.

A. WHAT THIS AGREEMENT COVERS.

This Agreement between you and Mercantil Commercebank governs your use of an electronic banking service and operating system (the "Business Online System" or the "System") that permits Mercantil Commercebank's business customers to initiate with an Access Device (and with the Enhanced Security Procedure if it has been elected) the types of transactions listed in Section D.2 below or enabled by us from time to time in the future. To the extent that such transactions involve the use of Electronic Records and/or Electronic Signatures, this Agreement establishes the Security Procedure for authenticating such Electronic Records and/or Electronic Signatures. The terms and conditions contained in this Agreement are in addition to those applicable to your Accounts from time to time ("Account Agreements") and to those contained in any separate agreements that may apply to financial services provided to you by Mercantil Commercebank ("Service Agreements").

B. USER MATERIALS.

Before you initiate your first electronic transaction, you agree to familiarize yourself with the use of the Electronic Banking System by reading the information we make available to you. You specifically agree that your Administrator will read all such information and be fully familiar with the System, and that each User will be familiar with the System to the extent necessary to properly initiate the transactions for which he or she is authorized. All such information and any updates to it that we make available from time to time (the "User Materials") may be obtained from us upon request and constitute part of this Agreement. The User Materials also include technical information concerning the Digital Certificate method of authentication. Mercantil Commercebank owns and reserves all of its rights in the User Materials, which may not be reproduced or distributed in any manner without our prior written permission.

C. ACCEPTANCE OF THIS AGREEMENT.

You understand and agree that by using any of the electronic banking services covered by this Agreement (the "Services") you accept the terms and conditions of this Agreement.

D. ACCOUNTS; TYPES OF SERVICES AVAILABLE; LIMITS.

1. **Accounts.** The Services are available for your checking account, savings account, money market account, NOW! account, time deposit account, loan account, credit card account, and any other type of account you maintain at Mercantil Commercebank (each, an "Account"; collectively, "Accounts"). Certain of the Services (to be determined by Mercantil Commercebank in its discretion) are also available for you accounts at the U.S. agencies of Mercantil, C.A. ("Agency Accounts"). Accordingly, to the extent required by the context, the term "Account" is also used in this Agreement to refer to your Agency Accounts, and references to Mercantil Commercebank shall also be deemed to include Mercantil, C.A. .

2. **Types of Services Available.** You may use your Access Device to:

- a. Transfer funds between your Accounts.
- b. Transfer funds from your Accounts to other accounts within Mercantil Commercebank, at Affiliates, or at other financial institutions (including Automated Clearing House (ACH) transactions if you have executed an ACH Origination Agreement).
- c. View Account information.
- d. Access digitalized images of checks drawn on your Accounts.
- e. Stop payment on checks drawn against your Accounts.
- f. Request access to additional available Services and to other services offered by Mercantil Commercebank.
- g. Initiate such other types of transactions (whether or not involving your Accounts) as may be enabled by us from time to time in the future.

3. Limitations on Transfers.

a. **Dollar Limits.** Mercantil Commercebank may from time to time establish daily limits for transfers from the Accounts. You may obtain information concerning these limits by calling your relationship manager at Mercantil Commercebank. Additionally, through the System's Administration module, your Administrator may establish daily, weekly, or monthly transfer limits, by User and/or by Account and/or by transaction type, within the limits established by Mercantil Commercebank.

b. **Numerical Limits on Money Market and Savings Account Transfers (Mercantil Commercebank):** You may make no more than six (6) pre-authorized or automatic transfers of any kind (of which no more than three (3) may be by check, debit card, or similar order payable to third parties) from your Money Market or Savings Accounts at Mercantil Commercebank in any monthly statement cycle. Loan payments to us are not included in these limits.

c. **Available Funds:** You agree that you will instruct Mercantil Commercebank to transfer funds from an Account only when a sufficient balance is or will be available in that Account at the time of transfer. You understand that Mercantil Commercebank will have no obligation to act on any transfer instruction from you if sufficient funds, including overdraft lines of credit, are not available in the designated Account. However, in the event that any transaction does result in an overdraft in an Account, you will be responsible for paying the applicable fees, charges, and interest in accordance with the relevant Account Agreement or Service Agreement.

d. **Enhanced Security Procedure:** You will be permitted to access your Accounts for purposes other than viewing Account information and to perform administrative functions through the System only if you have elected the Enhanced Security Procedure by checking the "Enhanced Security Procedure" box on the signature page of this Agreement. In addition, either you or we may require use of the Enhanced Security Procedure to access your Accounts for the purpose of viewing Account information. We may also, in our sole discretion, require the use of the Enhanced Security Procedure in conjunction with digital signatures for the use of certain Services.

E. FEES AND CHARGES.

There is no monthly service charge for the Services. For each transaction (other than viewing Account information, for which there is no charge), you will be charged the applicable service fee as shown in Mercantil Commercebank's Miscellaneous Service Fee Schedule in effect at the time of the transaction. You hereby authorize us to deduct the amount of all applicable charges and fees from your Accounts. A copy of the Miscellaneous Service Fee Schedule as in effect on the date of this Agreement has been furnished to you.

We reserve the right to change the fees and charges applicable to the Services from time to time in the future. You will be notified of any such change as required by applicable law. You understand that by using the System after a change becomes effective, you have agreed to it. A current Miscellaneous Service Fee Schedule may be obtained from us at any time upon request. In addition to the fees and charges applicable to the Services, you are responsible for all fees and charges payable under relevant Account Agreements and Service Agreements, and also for all telephone charges incurred in connecting to the System and all charges by Access Service Providers.

F. BUSINESS DAYS; AVAILABILITY OF SERVICES.

Mercantil Commercebank's normal business days are Monday through Friday, except for bank holidays in the United States. Saturday, Sunday, and Monday are considered one business day, and a bank holiday is considered part of the following business day.

You may access and use the System, and may view Account information, at any time; however, we will process transactions initiated through the System only on Mercantil Commercebank's business days and during its normal business hours. Account information is generally updated after the end of each business day, but is subject to adjustment and correction.

We may on a regular basis perform maintenance on the System, which may result in interruptions or errors in the Services. We will attempt to provide prior notice of such interruptions but cannot guarantee that such notice will be provided. We make no representation that the Services will be uninterrupted or error free. Our sole obligation to you arising out of the non-availability of, or an interruption or delay in providing, the Services shall be to use commercially reasonable efforts to resume the Services.

G. STATEMENTS.

We will send you monthly checking, NOW, and money market Account statements showing, among other things, your electronic transactions. We will send you a monthly savings Account statement, unless you have no electronic transactions in a particular month. In any event, we will send you a savings Account statement at least quarterly. In the event that you have executed an Online Statement Agreement for any of your Accounts, electronic statements for each such Account will be made available to you online as provided in the applicable Online Statement Agreement, and our obligation to send you statements under this Section G will thereby be satisfied. If you have questions concerning any statement or believe any transaction or information reflected on a statement may be in error, you should contact us as soon as you can by calling the telephone numbers or writing to us at the address specified in Section I below.

All Account information available through the System (other than Online Statements made available pursuant to an Online Statement Agreement) is provided as a service and convenience, but it is not the official record of the status of or activity in your Accounts; the periodic statements provided by Mercantil Commercebank remain such official record.

H. CONFIDENTIALITY AT MERCANTIL COMMERCEBANK.

Your privacy is important to Mercantil Commercebank, and we will safeguard the confidentiality of your Accounts in accordance with our Privacy Policy, which is available on our website and from your relationship manager upon request.

You understand and agree that Mercantil Commercebank may record customer telephone service inquiries and collect customer account data in order to learn more about customer usage patterns and the overall effectiveness of the System. Mercantil Commercebank will not disclose such data to anyone other than its employees, agents, or Affiliates and as otherwise provided in our Privacy Policy. Calls may also be monitored or taped to ensure quality of service and to ensure that your instructions are followed.

You agree that Mercantil Commercebank may download certain information, including customer identification information, to your computer or other access device.

I. SECURITY.

In order to prevent unauthorized access to your Accounts and unauthorized use of the Services, you agree, by using the Services, to maintain the complete confidentiality of all components of the Access Device. The loss, theft, or unauthorized use of the Access Device could cause you to lose some or all of the money in your Accounts, plus any amount available under an overdraft credit line. With respect to the Digital Certificate method of authentication, you understand and acknowledge that neither Mercantil Commercebank nor any other third-party archives, reproduces, keeps, maintains, or otherwise stores your private key or a copy of your private key, and that you are ultimately responsible for the protection in all instances of your private key. Accordingly, you agree to use industry standard security procedures to protect your private key from loss of control or compromise. (For purposes of this Section I and Section O below, the components of the Access Device include your private key, and your private key includes the private key of your Administrator and the private key of any other User.)

If you believe that any component of your Access Device or any component of any User's Access Device has been lost or compromised, that someone has used or may attempt to use any Services or transfer money from or otherwise access an Account without permission, or that there has been any other breach of security involving the System or your Accounts, the Administrator should immediately revoke the affected Access Device(s), or should immediately contact us by calling (305) 629-1260 during regular business hours, or writing to: Mercantil Commercebank, N.A., Electronic Banking Department, 3105 NW 107th Avenue, Miami, Florida 33172.

Our Customer Service can help resolve any problems with the System or Services, but is not authorized to waive any provision of this Agreement.

We reserve the right to block access to the System and the Services at any time if we reasonably believe that your Access Device has been or may be used by an unauthorized person or that the security of the System has been or may be otherwise compromised. We also reserve the right to require that any notification to us of a breach of security involving the System or your Accounts be confirmed to our Security Department in writing before we take any action in response to it.

Because normal Internet e-mail transmissions may not be secure, you agree to contact us electronically only through our website, which uses secure socket layer (SSL) encryption technology. You also agree to receive communications regarding your Accounts electronically and will not attempt to circumvent receiving any messages. You are deemed to have received any electronic messages sent to you when they are made available to you. You may print a copy of such communications using the "print" function of your software, or you may request that Mercantil Commercebank mail you a paper copy of any such communication by contacting Customer Service in the manner indicated above.

J. INAPPLICABILITY OF ELECTRONIC FUND TRANSFER ACT.

Certain types of electronic funds transfers involving debits or credits to accounts held by "consumers" (i.e., natural persons) at financial institutions such as Mercantil Commercebank are subject to the provisions of the Electronic Fund Transfer Act (the "EFTA"). The EFTA does not apply to corporate or other business accounts. Business Online banking is intended to be used only by corporate and other business customers and is not intended for use by customers who are "consumers." Accordingly, by using the System, you represent on a continuing basis that you are a corporation or other business and not a consumer, and that none of your Accounts are or will be used for personal, family, or household purposes, and you acknowledge that none of the transactions conducted through the System will be subject to the EFTA.

K. PROVISIONS APPLICABLE TO FUNDS TRANSFERS.

The following terms and conditions, together with the other provisions of this Agreement, will apply to transfers of funds ("Transfers") effected through the Electronic Banking System.

1. **Authorization.** Upon instructions relating to Transfers transmitted through the Electronic Banking System (a "Payment Order"), Mercantil Commercebank is authorized to transfer funds from any Account specified in the Payment Order (a "Sending Account") to any other account specified in the Payment Order (a "Receiving Account," which may but need not be an Account and may but need not be maintained at Mercantil Commercebank or an Affiliate) and to charge to the Sending Account the amount of the Payment Order and any applicable fees and charges.

2. **Unauthorized Use of Access Device.** You are responsible for the Access Device, and, except as otherwise required by applicable law or regulation, we will have no liability for losses occasioned by unauthorized use of the Access Device to issue Payment Orders.

3. **Security Procedure.** By executing this Agreement and checking the "Enhanced Security Procedure" box on the signature page, you have elected the Enhanced Security Procedure as the Security Procedure to authenticate and initiate Payment Orders through the Electronic Banking System. Under the Enhanced Security Procedure, you will access the System using the Access Device and your instructions will be authenticated using the System's Digital Certification process. Technical information concerning this process may be found in the User Materials and also may be obtained from the Bank upon request. All Payment Orders through the System must be given in accordance with the provisions of this Agreement and in compliance with the procedures for using the System described in the User Materials.

You agree that the Enhanced Security Procedure is a commercially reasonable method of providing security against unauthorized Payment Orders, in light of your circumstances, and you acknowledge that you have freely and voluntarily elected to utilize the System to initiate Payment Orders (although we offer other ways to do so) and elected the Enhanced Security Procedure from among the procedures offered by us (which afford differing degrees of security). You further acknowledge that you have had full opportunity to obtain information about the various funds transfer methods and security procedures available at the Bank and, in light of that information, have satisfied yourself as to the adequacy and appropriateness of the Enhanced Security Procedure as the method for authenticating Payment Orders initiated through the System. You agree to assume all risks associated with using the Enhanced Security Procedure (including, without limitation, risk of unauthorized use or compromise of such Security Procedure) and all damages, costs, expenses, losses, and liabilities resulting from any failures of the Enhanced Security Procedure. You also agree to notify us immediately (by contacting us in the manner specified in Section I above) of any compromise or suspected compromise of the integrity of the Enhanced Security Procedure.

A Payment Order initiated through the System shall, when received by us, be effective as your Payment Order and shall bind you, whether or not actually authorized by you and regardless of the actual identity of the transmitter thereof, if such Payment Order is accepted by us in good faith and in accordance with the Enhanced Security Procedure, and shall be deemed conclusively correct as to amount.

We may, in our sole discretion, use any means to verify Payment Orders in addition to the Enhanced Security Procedure (including digital signature technology), and we also may, in our sole discretion, decline to execute any Payment Order.

4. Confirmation; Duty to Report Discrepancies or Errors. Not more than 14 days after we send you a statement pursuant to Section G above or 14 days after we send you a confirmation of a transfer effected pursuant to a Payment Order (whichever occurs earlier), you must examine it and immediately notify us of any discrepancy or error therein by contacting us in the manner specified in Section I above. Your failure to notify us of any discrepancy or error within such 14-day period will relieve us of any interest liability with respect to the transfer. Your failure to notify us of any discrepancy or error within 90 days after we send you such statement or confirmation will relieve us of any liability for any funds transfer reflected in the statement or confirmation.

5. Amendment or Cancellation. If you seek to amend or cancel any Payment Order, such amendment or cancellation must be received by us at a time and in a manner affording us a reasonable opportunity to act on the amendment or cancellation before we act on the Payment Order. If you request us to reverse a transfer previously effected pursuant to a Payment Order, we will take such actions as we deem reasonable (in our absolute discretion) to reverse the transfer, subject to our customary fees and charges and to your providing us satisfactory assurances of payment of any and all costs and expenses which we might incur in taking such actions. We do not, however, by undertaking any such actions, guaranty that we will reverse a transfer, nor do we otherwise accept responsibility for any amounts transferred prior to our receipt of an amendment or cancellation of a Payment Order as provided above.

6. Effect of Separate Funds Transfer Agreement. If you have executed, or execute in the future, a separate Funds Transfer Agreement with us which is inconsistent in any respect with the provisions of this Section J, the provisions of this Section J will control as to any funds transfers effected through the System and the provisions of the separate Funds Transfer Agreement will control as to funds transfers effected in any other manner.

7. Payment Orders Issued Against Agency Accounts. All of the provisions of this Section K apply to Transfers from Agency Accounts effected through the System, except that all references to Mercantil Commercebank shall also be deemed to be references to Mercantil, C.A., which shall be entitled to all of the same benefits and protections that are afforded to Mercantil Commercebank by this Section K and all other applicable provisions of this Agreement.

L. ELECTRONIC RECORDS AND ELECTRONIC SIGNATURES.

Each transaction involving an Electronic Record and/or an Electronic Signature will be authenticated with a Digital Certificate, and the Digital Certificate will be the Security Procedure for verifying that each Electronic Record and Electronic Signature is that of a specific User. You acknowledge and agree that each Electronic Record and Electronic Signature authenticated with a Digital Certificate (a "Verified Electronic Record" and a "Verified Electronic Signature," respectively) will for all purposes be considered to be that of the User identified by such Digital Certificate and will for all purposes be binding on you, irrespective of whether or not actually authorized by you and regardless of the actual identity of the transmitter thereof. We may, in our sole discretion, use any Security Procedure in combination with a Digital Certificate to verify an Electronic Record or an Electronic Signature, and we also may, in our sole discretion, decline to accept any Electronic Record or Electronic Signature. If we so request, you will promptly replace any Verified Electronic Record with a non-electronic record (i.e., a "paper" document) containing substantially the same terms and conditions or other information and promptly replace any Verified Electronic Signature with a non-electronic signature (i.e., a "wet" signature) of an individual who is duly authorized to represent and legally bind you.

M. OUR RELIANCE ON AND YOUR RESPONSIBILITY FOR ONLINE INSTRUCTIONS.

When a User signs on to business online banking, you authorize us to follow the instructions we receive and to charge and credit your Accounts according to those instructions. Except to the extent prohibited by applicable law or regulation, we may rely and act on any instructions, and you will be deemed to have expressly authorized any online transaction, (1) initiated by you, at your direction, or with your consent (whether express or implied), (2) initiated by a User, (3) initiated by anyone acting with authority from you (express or implied), (4) which results in the transfer of funds between Accounts, even if subsequent transfers out of the Accounts benefit someone else, (5) initiated using the Access Device if you have not elected the Enhanced Security Procedure (6) initiated using the Enhanced Security Procedure if you have elected it, (7) which is to or for your benefit (for example, the payment of a debt for which you are partially or fully liable), or (8) which does not fit into any of the prior categories and you contend is unauthorized, unless you cooperate fully with us in our investigation of the transaction, assign to us your right of recovery against the wrongdoer if we re-credit your Account, and cooperate fully with us in the recovery of any loss we sustain and the prosecution of any wrongdoer. Any person initiating the foregoing transactions will be deemed to be authorized, even if the person exceeds your authorization, except to the extent prohibited by applicable law or regulation. All such instructions will be considered as having been given to us directly by you and shall have the same authority as your written signature in authorizing us to comply with the instructions. Any otherwise applicable requirement of verifying multiple signatures does not apply to transactions initiated or made via business online banking.

You represent, warrant, and agree that neither you nor any User, transferee, or payee is prohibited from participating in the transactions you initiate and/or make through business online banking or any of the Services, including but not limited to prohibition pursuant to issuances of the Office of Foreign Assets Control or under the U.S. Patriot Act. To the extent consistent with applicable law, you agree to indemnify and hold us harmless from and against any and all claims, losses, damages, liabilities, penalties, fines, and expenses, including court costs and attorneys' fees, incurred by us relating to any such prohibition.

N. CURRENCY EXCHANGE.

The Services allow funds to be transferred either in U.S. dollars or in a foreign currency. Foreign currency exchange will be at Mercantil Commercebank's prevailing rate and includes a commission. If for any reason the transferred funds are returned, the returned funds will be converted at our prevailing exchange rate on the date of return, and we will not be liable for any resulting exchange losses.

O. LIMITATION OF LIABILITY.

We will be responsible only for performing the Services expressly provided for in this Agreement, and will not be liable, except as provided by applicable law, for any errors, delays, or unauthorized transfers or other transactions or actions so long as we have acted in accordance with the terms and conditions set forth in this Agreement. We will not be liable for any decision, in our sole discretion, not to effect a transfer or other transaction, nor will we be liable if you fail to report any error or discrepancy reflected in a statement or confirmation as required by Section K.4 above, or to report any loss or compromise of the Access Device or breach of confidentiality of a Security Procedure. In no event will we be liable to you for indirect, consequential, special, punitive, or exemplary damages, even if we have been advised of the possibility of such damages. We also will not be responsible for any loss, damage, liability, or claim: (i) arising, directly or indirectly, from any error, delay, or failure in performance of any of our obligations under

this Agreement which is caused by fire or other natural disaster, weather conditions, strike, civil unrest, acts of terrorism, inoperability of the System or any communications facilities, war or other hostilities, interference of civil and/or military authorities, restrictions imposed by any government or governmental agencies, or other events or circumstances beyond our reasonable control; or (ii) arising in any way out of the installation, use, maintenance, or operation of your computer hardware equipment or software or any Internet access services, from your (or any User's) failure to exercise reasonable care to prevent compromise of a Security Procedure or compromise or corruption of your private key, from any intentional disclosure of a Security Procedure or your private key to any person, from any dishonest, fraudulent, criminal, malicious, or reckless act or omission of you or any User, from any misuse by any person of the facilities or services of an internet service provider or other provider of telecommunications services (including, without limitation, the use or reproduction of malicious software such as computer viruses, trojan horses, and worms), or from your breach of any provision of this Agreement, any Account Agreement, any Service Agreement, or any other agreement between you and us. The provisions of this Section O also extend to all Affiliates of Mercantil Commercebank, including Mercantil, C.A., whose liability under this Agreement or in connection with the Services, if any, shall be limited in the same manner and to the same extent as that of Mercantil Commercebank.

P. DISCLAIMER OF WARRANTIES.

The Services and User Materials are provided "as is," and Mercantil Commercebank does not make any warranties of any kind, either expressed or implied, concerning any component or aspect of the System or the Services, including, without limitation, any warranties of merchantability or fitness for a particular purpose.

Q. NOTICES.

All notices from you to us under this Agreement must be in writing and will be considered to have been given when we receive them at the address specified in Section I above. All notices from us to you (including notice of an amendment to this Agreement) will be considered to have been given at the earlier of (1) when we send you an electronic message (via the internal bulletin or messaging function of business online banking or via external e-mail), (2) when you access Business Online banking or use any of the Services after the effective date of a notice posted on our web site on our home page, the log-in page for Business Online banking, or the account summary page, or (3) when we send or deliver the notice to you at the address we have for you in our account records or place the notice in our "hold mail" files pursuant to your instructions. To the extent permitted by law or regulation, by using Business Online banking, you agree that we may provide you by means of an electronic message or electronic posting any information we are required by law, regulation, or agreement to provide you orally or in writing. A notice that alerts you to availability of a disclosure on an Internet web site and provides you with the web site address of the disclosure, in lieu of sending you the entire disclosure, also will be sufficient notice of the disclosure, absent a legal restriction. You agree that we may send you electronic messages about products or services we offer.

R. EQUIPMENT.

You are responsible for obtaining, installing, maintaining, and operating all computer hardware, software, and Internet access services necessary for conducting the Services. Mercantil Commercebank will not be responsible for any errors or failures resulting from the malfunction or failure of your hardware or software or that of any Internet Service Provider. We encourage you to routinely scan your hardware and software using a reliable and current virus protection product to detect and remove any viruses found. Undetected or un-repaired, a virus may corrupt and destroy your programs, files and even your hardware.

S. USE OF THIRD-PARTY SERVICE PROVIDERS.

Mercantil Commercebank may engage one or more third parties to perform functions relating to the System and/or the Services, including, without limitation, web hosting and digital certification functions. The nature and scope of the functions to be performed by such third-party service providers is within our sole discretion. Our engagement and use of third-party service providers shall not in any way affect your or our respective rights and obligations under this Agreement.

T. OTHER APPLICABLE TERMS AND CONDITIONS.

The terms and conditions of all Account Agreements are incorporated herein by this reference. If, however, there exists any conflict or inconsistency between the terms and conditions of any Account Agreement and those of this Agreement, the terms and conditions of this Agreement will, with respect to the Services, control to the extent of such conflict or inconsistency.

U. MISCELLANEOUS.

1. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining provisions of this Agreement.

2. **Amendment.** Mercantil Commercebank may amend this Agreement at any time by giving written notice of the amendment to you by any of the methods specified in Section O above. Any use by you of any of the Services after we give you such notice will constitute your acceptance of the terms of the amendment.

3. **Term and Termination.** This Agreement will remain in full force and effect until it is terminated by you or Mercantil Commercebank. You may terminate this Agreement at any time by notifying Mercantil Commercebank in writing that you wish to do so. You understand that termination of this Agreement applies only to your use of the Services and will not serve to terminate your Accounts. Mercantil Commercebank may terminate this Agreement or your use of any of the Services at any time for any reason.

4. **Governing Law; Choice of Forum.** This Agreement is governed by the laws of the State of Florida and applicable federal laws. Any legal action or proceeding relating to this Agreement (an "Action") must be brought in a federal or state court sitting in Miami, Florida, and you agree that any Action may be heard and determined in any such court. To the extent you may effectively do so, you hereby waive the defense of an inconvenient forum to the maintenance of any Action in Miami, Florida.

5. **No Assignment.** You may not assign any of your rights or delegate any of your obligations under this Agreement without Mercantil Commercebank's prior written consent.

6. **Complete Agreement.** This Agreement contains the entire understanding and agreement between you and us with respect to the Services and supersedes any and all previous communications between you and us, whether verbal or written, concerning the Services.

7. **WAIVER OF JURY TRIAL.** YOU AND MERCANTIL COMMERCEBANK HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVE THE RIGHT EITHER MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED ON, OR ARISING OUT OF, UNDER, OR IN CONNECTION WITH, THIS AGREEMENT, ANY SERVICE PROVIDED OR TRANSACTION EFFECTED UNDER THIS AGREEMENT, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENT (WHETHER ORAL OR WRITTEN), OR ACTION OF EITHER PARTY RELATING TO THIS AGREEMENT. YOU ACKNOWLEDGE THAT THIS PROVISION IS A MATERIAL INDUCEMENT TO US TO ENTER INTO THIS AGREEMENT AND TO PROVIDE ELECTRONIC BANKING SERVICES TO YOU.

EXECUTED BY:

Name(s) of Customer's

Authorized Representative(s)

Signature of Authorized Representative:

Signature of additional Authorized Representative (if applicable):

Date: _____

- Enhanced Security Procedure Election.** If (but only if) this box is checked, the Customer elects the Access Device in combination with Digital Certification as the Security Procedure for funds transfers and other Services and acknowledges and agrees (i) that Mercantil Commercebank shall have complete power, authority, and discretion to structure the Digital Certification process and related operational mechanics in whatever manner it deems appropriate and (ii) that the process involves the Administrator's issuance of Digital Certificates to other Users and administration of such Digital Certificates.