Banco de Bogotá
Miami Agency

SWIFT SERVICES TERMS AND CONDITIONS

Please note that the SWIFT Services are only available for Customers who (1) have registered with SWIFT as a corporate user or as a NOSU or (2) have appointed a Nominated SWIFT Registered Member in accordance with this Agreement.

This Agreement sets out the rights and obligations of you, the Customer, and ourselves, the Bank, in connection with your use of the Bank's SWIFT Services (as defined below).

WHEREAS, the Bank is registered as a service provider for SCORE and NOSU.

WHEREAS, the SCORE and NOSU schemes (the "**Schemes**") enable the Bank to provide SWIFT Services to Customers via the exchange of electronic messages over the SWIFT network.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Parties hereby agree as follows:

1. Definitions. Unless otherwise defined in these SWIFT Services Terms and Conditions (the "**Conditions**"), the capitalized terms set forth in these Conditions shall have the meanings ascribed to such terms below.

a. "**Agency**", "**Bank**", "**we**", "**us**", "**our**", or "**ours**" means as applicable, Banco de Bogota S.A., Miami Agency.

b. "**Agreement**" means the Application together with these Conditions and the User Guide.

c. "**Application**" means the SWIFT Servicess Application form to be completed by the Customer confirming its wish to receive the Service in accordance with the terms of the Agreement.

d. "**Business Day**" means Monday through Friday. The following days are not Business Days: Sundays, Saturdays, holidays and any other day financial institutions in Miami, Florida, U.S are not open for business.

e. "**Commencement Date**" means the date which the Bank and the Customer agree that the provision of the Service by the Bank shall commence.

f. "**Conditions**" has the meaning ascribed to such term in Section 2.

g. "**Customer**", "**you**", "**your**" and "**yours**", means the organization named as the Customer In the Application.

h. "**Information**" means t he content of any SWIFT Message sent by the Bank to the Customer (or the Nominated SWIFT Registered Member) within the Service, including any account status or other Information made available by the Bank.

i. "**Instruction**" means the content of any SWIFT Message received by the Bank from the Customer (or the Nominated SWIFT Registered Member) within the Service, including any actual or purported advice, request, payment instruction or communication addressed to the Bank.

j. "**Key Service Requirements**" has the mea ning ascribed to such term in Section 2(d).

k. "**Nominated SWIFT Registered Member**" means, where applicable, a SWIFT Registered Member who (subject to the Bank's consent) is appointed by the Customer in accordance with Section 6 to send or receive SWIFT Messages, or perform other functions, in connection with the Service. For the avoidance of doubt, where the Customer does not appoint a Nominated SWIFT Registered Member in connection with the Service because the Customer is itself a SWIFT Registered Member, references to 'Nominated SWIFT Registered Member' in these Conditions shall have no effect.

l. "**NOSU**" means the Group 2 SWIFT user category designated as "Non -Supervised Entities Active in the Financial Industry."

m. "**Operating Account**" has the meaning asc ribed to such term in Section 2(d)(v).

n. "**Operating Account Agreement**" means, in relation to an Operating Account which is held with the Bank, an agreement (including any mandate or similar document or arrangement) between the Bank and the Customer or a Third Party in relation to such Operating Account.

o. "**Operating Hours**" means from 9:00 A.M. (EST) to 3:00 P.M. (EST) on any Business Day.

p. "**Other Bank**" means a bank (other than the Bank) with which the Customer, as notified by the Customer to the Bank in the Application or subsequently agreed with the Bank from time to time pursuant to Section 14.

q. "**Parties**" means the Customer and the Bank and "**Party**" means any of them.

r. "**RMA**" Relationship Management Application (RMA) authorization is a SWIFT Services that enables SWIFT users to control the traffic they accept from other SWIFT users.

s. "**Scheme**" has the meaning ascribed to such term in the Recitals to these Conditions.

t. "**SCORE**" means the standardized corporate environment administered by SWIFT, being a closed user group which caters for financial messaging between corporates and financial institutions.

u. "**Service**" **or** "**SWIFT Services**" has the meaning ascribed to such term in Section 2.

v. "**SWIFT**" means the Society for Worldwide Interbank Financial Telecommunication, a Belgian co-operative society of Avenue Adele 1, B-1310 La Hulpe, Belgium which facilitates the exchange of electronic messages via the SWIFT network.

w. "**SWIFT Agreement**" means any agreement between SWIFT and the Bank or SWIFT and the Customer (or the Nominated SWIFT Registered Member) in relation to the Service.

x. "**SWIFT Documentation**" means the SWIFT terms, Conditions, guides and procedures applicable to the sending and receiving of SWIFT Messages within the Service, as incorporated into the Customer's (or the Nominated SWIFT Registered Member's) SWIFT Agreement or notified to the Customer (or the Nominated SWIFT Registered Member) by SWIFT or the Bank.

y. "**SWIFT Message**" means an electronic communication sent using the SWIFT Messaging Services.

z. "**SWIFT Messaging Services**" means SWIFT's messaging services, including the SWIFTNet FIN messaging services and the SWIFTNet, FileAct services.

aa. "**SWIFT Registered Member**" means an entity that has registered with SWIFT as either a corporate or a NOSU and who is therefore duly bound as a party to a SWIFT Agreement and meets all eligibility criteria specified or referred to in that SWIFT Agreement or the SWIFT Documentation.

bb. "**SWIFT Services Bureau**" means a user or non-user organization that has been admitted under the indirect connectivity program as an authorized service bureau to provide services to users regarding the day-to-day operation of their SWIFT connection. Within the context of the Service, the SWIFT Services Bureau may assist the Customer (or the Nominated SWIFT Registered Member) at the Customer's request to access the SWIFT network.

cc. "**Third Party**" means each body corporate, approved by the Bank, which has authorized the Customer to act on its behalf in connection with the Service and in accordance with Authority to Access Third Party Accounts and Third Parties means all such entities.

dd. "**User Guide**" means all customer guides, manuals or any other guidance or Information relating to the Service which the Bank may publish or supply from time to time.

2. Provision of the Service and Scope.

a. Subject to Section 2(b) below, the service to be provided under this Agreement shall comprise the following activities on the Customer's own account or on account of Third Parties or both (the "**Service**" or "**SWIFT Services**"):

- **i.** the sending of SWIFT Messages by the Bank to the SWIFT network for onward transmission to the Customer (or the Nominated SWIFT Registered Member), including the provision of Information by the Bank through those SWIFT Messages;
- **ii.** the receipt by the Bank of SWIFT Messages from the Customer (or the Nominated SWIFT Registered Member), including the receipt of payment Instructions from the Customer (or the Nominated SWIFT Registered Member) in those SWIFT Messages; and
- **iii.** the Bank processing those SWIFT Messages (including payment Instructions).

b. The Service shall not include any of the following:

- **i.** the set-up and provision of SWIFT membership, joining the SWIFT network or Schemes, SWIFT network security, the provision of the SWIFT Messaging Services or the facilities necessary to access and use them;
- **ii.** the use of SCORE by the Customer (or the Nominated SWIFT Registered Member) to exchange SWIFT Messages with persons other than the Bank;
- **iii.** the exchange of SWIFT Messages between the Customer (or the Nominated SWIFT Registered Member) and the Bank under any service which is not the SWIFT Services; or

iv. under Section 6 below, including the setup or maintenance of the link between the Customer and the Nominated Swift Registered Member.

c. Subject to Section 4 below, the Bank will use reasonable efforts to supply the Service by: (i) processing SWIFT Messages (including SWIFT Messages which contain payment Instructions) received from the Customer (or the Nominated SWIFT Registered Member) through one of the Schemes; and (ii) providing Information to the Customer (or the Nominated SWIFT Registered Member).

d. The Customer and the Bank acknowledge that, subject to Section 14, the Application sets out the following key features (collectively, the "**Key Service Requirements**") of the Service with effect from the Commencement Date:

i. which Scheme shall be used to enable the provision of the Service;

ii. the SWIFT Messaging Services that shall be used to transmit SWIFT Messages under the Service;

iii. the SWIFT Message types that shall be used under the Service, including the types of payment Instruction that the Customer (or the Nominated SWIFT Registered Member) may transmit;

iv. the type of Information that shall be provided by the Bank under the Service; and

v. the bank account(s) maintained by the Customer and/or, where applicable, a Third Party, which are to be used in connection with the Service (each an "**Operating Account**" and collectively, the "**Operating Accounts**").

e. These Conditions shall apply to the use of the Service only, and are supplemental to any Operating Account Agreement entered into between the Bank and the Customer. As between the Bank and the Customer, if there is a conflict or inconsistency, the terms of this Agreement will prevail (but only in relation to the subject matter of the Agreement and to the extent necessary to resolve the conflict or inconsistency) over the terms of (i) any SWIFT Agreement and/or the SWIFT Documentation; and (ii) any Operating Account Agreement. Without limiting the generality of the foregoing, the provisions of Section 9 are and will remain effective despite any restrictions in any Operating Account Agreement as to the circumstances in which the Bank is entitled to treat as authorized or authentic, rely upon, implement and/or reject any Instruction; and this Agreement prevails over all such restrictions.

4. Conditions Precedent. The Bank shall not be obliged to provide the Service unless and until each of the following Conditions have been satisfied:

a. Either the Customer is a SWIFT Registered Member or the Customer appoints a Nominated SWIFT Registered Member, in accordance with Section 6 (Appointment of Nominated SWIFT Registered Member), to act on the Customer's behalf in respect of the Service;

b. the completion of the Application by the Customer in accordance with the Customer's mandate with the Bank and, where the Customer is acting on behalf of any Third Party in connection with the Service, the completion of an Authority to Access Third Party Accounts by each Third Party in accordance with such Third Party's mandate with the Bank (or a specific SWIFT Services board resolution of the Third Party);

c. the completion of any relevant tests on behalf of the Customer (or the Nominated SWIFT Registered Member) and the Bank in accordance with the User Guide to the reasonable satisfaction of the Bank; and

d. the completion of any live proving of the Service in accordance with the User Guide to the reasonable satisfaction of the Bank.

6. Appointment of Nominated SWIFT Registered Member. Where the Customer is not a SWIFT Registered Member, the Customer may appoint a Nominated SWIFT Registered Member in respect of the Service by completing the relevant section of the Application (or, subsequent to the Commencement Date, with the agreement of the Bank). The Customer agrees that the Nominated SWIFT Registered Member shall have all the powers of the Customer in relation to the Service. The Customer unconditionally and irrevocably authorizes the Bank to deal directly with the Nominated SWIFT Registered Member in connection with all matters relating to the provision of the Service to the Customer, including, without limitation, the receiving and sending of SWIFT Messages (including Instructions and Information); and any testing to be completed pursuant to Section 4. For the avoidance of doubt, the Customer shall ensure that the Nominated SWIFT Registered Member complies with the relevant provisions of this Agreement and the Customer acknowledges that it is responsible for all acts or omissions of the Nominated SWIFT Registered Member.

7. Obligations of the Customer.

a. The Customer shall at its own cost access the Service using its own equipment (or via the Nominated SWIFT Registered Member or a SWIFT Services Bureau). The Customer shall at all times be and remain responsible for ensuring that such equipment is

compatible with the relevant requirements for access to and use of the Service.

b. The Customer shall (and shall procure that the Nominated SWIFT Registered Member shall) at all times have in place, and regularly and thoroughly review and test, the appropriate technical platform, software and capabilities necessary for the Customer (or the Nominated SWIFT Registered Member) to access and use the SWIFT Messaging Services and the Service.

c. The Customer shall (and shall procure that the Nominated SWIFT Registered Member shall), comply with the SWIFT Agreement, the SWIFT Documentation, the User Guide and all other Instructions and recommendations provided by SWIFT, and reasonable Instructions and recommendations provided by the Bank to the Customer from time to time in relation to the use of the SWIFT Messaging Services and the Service.

d. The Customer shall promptly provide (and procure that the Nominated SWIFT Registered Member shall promptly provide) the Bank with such Information as it reasonably requests to assist the Bank in the performance of its obligations under this Agreement and any SWIFT Agreement.

e. The Customer shall not (and shall procure that the Nominated SWIFT Registered Member shall not):

- **i.** use the Service in a way or for a purpose not authorized or intended by the Bank;
- **ii.** use the Service in contravention of any applicable law or regulation;
- **iii.** use any software or other tool or take or permit any Third Party to take any action which may compromise the security and control of access to the Service by the Customer, the Nominated SWIFT Registered Member or any other person;
- **iv.** use the Service other than for the Customer's or the Third Party's business purposes;
- **v.** permit any Third Party (other than the Nominated SWIFT Registered Member) to use the Service or seek to gain or permit any Third Party to gain unauthorized access to any system or network of the Bank or its agents or sub-contractors; or
- **vi.** transmit or upload any material that contains viruses, Trojan horses, worms, time bombs or any other harmful programs which may interfere with or disrupt the Service or any network connected thereto.

f. As soon as is reasonably practicable, the Customer shall notify the Bank in accordance with the terms of the Operating Account Agreement if it becomes aware of or suspects (i) any failure of any part of the Service; (ii) any error in any part of the Service; (iii) any error affecting any data accessible through the Service; or (v) any programming error or defect or corruption of any part of the Service. Thereafter, the Customer shall (and shall cause that the Nominated SWIFT Registered Member shall) promptly assist the Bank in implementing any necessary remedial steps.

8. Access to the Service. The Customer (or the Nominated SWIFT Registered Member) may submit SWIFT Messages at any time. However, SWIFT Messages will only be accessed by the Bank on Business Days during the Operating Hours. The time that it will take for the amount specified in a payment Instruction to be credited to the account of the payee's payment service provider will vary according to the selected payment method specified as shown in the schedule of cut-off times in the User Guide or relevant Operating Account Agreement. The Bank shall ensure that, subject to the Operating Hours, the amount of any payment transaction shall be credited to the payee's payment service provider's account by no later than the times required by applicable law. If the Customer wishes to cancel or modify any Instruction to make a payment then it (or the Nominated SWIFT Registered Member) must do so by SWIFT Message (unless otherwise agreed by the Bank) to be received by the Bank no later than 3 P.M. (EST) on the Business Day when the payment is due to be made, provided that the Bank has not already processed such payment prior to such request for cancelation or modification. The Bank reserves the right at any time to suspend the Service or access thereto for such period or periods as it considers reasonably appropriate by notice to the Customer if: (a) suspension is necessary for the purpose of (routine or emergency) maintenance or enhancement of the Service; (b) for technical reasons, provision of the Service is beyond our control; (c) there are reasonable grounds to suspect a compromise of security or any unauthorized or fraudulent use of the Service; or (d) if the Customer breaches any of its obligations hereunder. Unless to do so would compromise reasonable security measures or is otherwise unlawful, in any case where the Bank suspends the Service or access thereto under this Agreement it shall give its reasons therefore in its notice to the Customer. If the Bank is unable to give the Customer prior notice in respect of any of the foregoing it will do so as soon as practicable thereafter. When the reasons for suspension have ceased to prevail the Bank shall notify the Customer that the supply of the Service has been resumed and shall take such other action as is appropriate in pursuance thereof.

9. Your Transactions and Instructions via the Service.

a. The Customer shall ensure that each SWIFT Message sent to the Bank meets the applicable requirements set out in its SWIFT Agreement (or the

Nominated SWIFT Registered Member's SWIFT Agreement), the SWIFT Documentation and the User Guide, or as otherwise agreed between the Bank and the Customer from time to time.

b. The Customer acknowledges that processing a SWIFT Message is subject to successful receipt thereof by the Bank. For the avoidance of doubt, the Bank shall have no responsibility or liability for any loss to the Customer or any of the Third Parties where the Customer (or the Nominated SWIFT Registered Member) submits (or purports to submit) a SWIFT Message through the SWIFT network but such SWIFT Message is not successfully received by the Bank.

c. The Customer (or the Nominated SWIFT Registered Member) provides data, Information, Instructions and SWIFT Messages at the Customer's own risk. The Customer shall ensure that all data transmitted to the Bank for or in connection with the Service is correct and shall immediately inform the Bank of any errors, discrepancies or omissions.

d. All Information and data provided to the Customer (or the Nominated SWIFT Registered Member) by the Bank or by any Third Party operator appointed by the Bank must be checked by the Customer (or the Nominated SWIFT Registered Member) immediately on receipt. If any such Information or data is incorrect or omits anything it should include, the Customer (or the Nominated SWIFT Registered Member) should inform the Customer's relationship manager immediately.

e. The Customer shall be responsible for the content, accuracy and completeness of all Instructions included in any SWIFT Message issued by it (or the Nominated SWIFT Registered Member) through the Service. The Customers shall indemnify the Bank against any claims from Third Parties for any damages, costs and expenses which may be incurred or sustained by the Bank arising out of compliance therewith, including any actions, claims, demands, costs and expenses arising out of any claim or allegation that material comprised in the Instructions or otherwise provided by the Customer (or the Nominated SWIFT Registered Member) infringes any applicable laws, regulations or Third Party rights including intellectual property rights.

f. Receipt by the Bank of any Instruction or SWIFT Message issued or purporting to be issued by the Customer (or the Nominated SWIFT Registered Member) will constitute full and unconditional authority to the Bank to carry out or act upon that Instruction or SWIFT Message (including, in the case of a payment Instruction, debiting the Operating Account specified in that Instruction), and the Bank shall not be bound to enquire as to the authenticity of any such Instruction or SWIFT Message unless the Bank has received prior notification from the Customer (or the Nominated SWIFT Registered Member) which casts doubt on its validity.

g. The Bank may decline to act or delay acting on any Instruction where it is reasonable to do so, even if the Bank has told the Customer that it will in general accept that type of Instruction. For example, the Bank may do this if:

- **i.** the Customer is in breach of this Agreement or any applicable law or the Bank reasonably suspects that the Customer is in breach of this Agreement or any applicable law;
- **ii.** there are insufficient funds in the Operating Account specified in the Instruction;
- **iii.** no Operating Account is specified in the Instruction;
- **iv.** the type of Operating Account specified in the Instruction is unsuitable for the Instruction;
- **v.** the SWIFT Message containing the Instruction does not meet the requirements of the SWIFT Documentation or otherwise appears not to have been prepared or sent in accordance with this Agreement;
- **vi.** the Bank reasonably suspects that the SWIFT Message containing the Instruction may not: (A) fully and accurately reflect an advice, request, Instruction or communication that the Customer (or the Nominated SWIFT Registered Member) intended to give to the Bank; or (B) have been given in accordance with the Customer's authorization procedures;
- **vii.** the Bank has reasonable grounds to suspect fraudulent activity on the part of the Customer (or the Nominated SWIFT Registered Member) or any of the Third Parties; or
- **viii.** for any other reasonable reason as the Bank shall in its discretion decide.

h. If the Bank elects to treat an Instruction as ineffective, unless such notification would be unlawful, the Bank shall promptly notify the Customer in the manner agreed between the Customer and the Bank from time to time, giving its reasons therefore and (if appropriate) the procedure for rectifying any errors.

i. If the Bank has acted upon an Instruction but the Instruction is subsequently found to have been incorrect, the Bank shall not be liable for any loss, damage or expense whatsoever incurred as a consequence thereof. The Customer shall fully indemnify the Bank against all losses, costs, claims, damages and expenses which may be sustained or incurred by the Bank as a result of

incorrect Information or Instructions received from the Customer (or the Nominated SWIFT Registered Member). Provided that the Bank is notified promptly of any incorrect Instruction the Bank will make reasonable efforts to recover the funds and shall be entitled to make a charge for such activity.

j. In the event that the Customer considers that an Operating Account has been wrongly debited by the Bank as a result of an unauthorized payment Instruction, the Customer shall notify the Bank in writing as soon as practicable thereafter (and in any event within seven (7) Business Days).

k. The Bank shall have no liability to the Customer or any Third Party in respect of any unauthorized transaction due to an error on the part of the Customer, including where the Customer or the Nominated SWIFT Registered Member (or any of their employees or agents or Third Party contractors) has acted fraudulently or has otherwise failed to comply with this Agreement, either deliberately or with gross negligence. In such circumstances, the Customer shall indemnify the Bank in respect of any loss, costs, claims, charges or expenses which it may incur or that may be raised against it as a result of processing such unauthorized transaction.

l. Notwithstanding anything to the contrary in this Agreement, express or implied, the Bank may decide not to carry out Instructions or delay the carrying out of Instructions if the Bank in its absolute discretion considers that to do so will assist it to comply with applicable money laundering laws or regulations or economic or trade sanctions or embargoes (in which case the Bank may not be able to inform the Customer of the reasons for its decision) or if it reasonably believes that by following such Instructions it would infringe any applicable law or regulation. The Bank will not be liable to the Customer for any loss, damage or expense thereby incurred or sustained.

11. Foreign currencies. Should Bank receive an Instruction from Customer requiring Bank to effectuate a payment in a currency other than U.S. Dollars, Bank shall proceed to debit the Customer's Operating Account for the U.S. Dollar equivalent of the amount of foreign currency to be paid, at Bank's prevailing rate of exchange prior to the execution or payment of the order. Customer further agrees that the execution of an Instruction which requires payment in a currency other than U.S. Dollars may be reasonably delayed by Bank, as appropriate, in order to permit Bank to complete the conversion of currency. Customer hereby acknowledges that the beneficiary of the Instruction may receive less than the original amount of the Instruction as a result of foreign taxes and fees charged by the beneficiary's bank. For avoidance of doubt, nothing herein shall be construed as to create any obligation upon the Bank to accept any Instruction from Customer requiring Bank to effectuate a payment in a currency other than U.S. Dollars.

12. Security Procedure and Verification.

a. All Instructions issued by the Customer to the Bank on an Operating Account pursuant to the SWIFT Services shall be subject to verification by the Bank pursuant to the following security procedure (the "**Security Procedure**"): (i) for Instructions issued by the Customer via FIN Swift Message (excluding Cash Management & Customer Status 900s series SWIFT Messages), the Instruction will be verified through the use of a SWIFT Authentication Key via RMA previously exchanged between the Customer and the Bank; and (ii) all other Instructions issued by the Customer via Swift Messaging Services (including FileAct), the Instruction issued by the Customer (or the SWIFT Registered Member) will constitute full and unconditional authority to the Bank to carry out or act upon that Instruction or SWIFT Message (including, in the case of a payment Instruction, debiting the Operating Account specified in that Instruction), and the Bank shall not be bound to enquire as to the authenticity of any such Instruction or SWIFT Message unless the Bank has received prior notification from the Customer (or the SWIFT Registered Member) that the Instruction was unauthorized. Notwithstanding the foregoing, all funds transfers, bill payments or payment orders initiated by Customer through a payment order or instruction communicated to the Bank via any channel other than the SWIFT Services shall be governed exclusively by the terms and conditions of the Operating Account Agreement or such other agreement applicable to such channel entered into between Customer and the Bank and shall be subject to the security procedures designated by the Customer for all funds transfers, bill payments or payment orders in such agreements.

b. Customer hereby confirms that the Security Procedure is COMMERCIALLY REASONABLE in light of the Customer's circumstances and requirements and the type and frequency of transactions contemplated by Customer through the Operating Accounts. Customer further confirms that the Security Procedure was mutually agreed upon between the Customer and the Bank after consideration of several commercially reasonable security procedures offered by the Bank.

c. The Security Procedure is strictly confidential and should not be disclosed by the Customer (or the Nominated SWIFT Registered Member) to anyone else. Customer shall establish and maintain adequate procedures to safeguard the Security Procedure. Should the Customer (or the Nominated SWIFT Registered Member) have reason to believe that the Security Procedure has become known to any

unauthorized person, the Customer shall immediately notify the Bank of such disclosure.

d. Upon verification of an Instruction pursuant to the Security Procedure, the Bank is authorized and directed to execute, pay, and/or act upon such Instruction pursuant to its terms, without need of any further inquiry of Customer, and to debit the Operating Account from which the Instruction is to be effectuated. If an Instruction is duly verified pursuant to the Security Procedure, except as otherwise provided by applicable law, such a Instruction will be deemed effective as the Customer's Instruction and the Customer shall be obligated to pay the Bank the amount of the Instruction as provided therein, whether or not such Instruction was in fact authorized by the Customer (or the Nominated SWIFT Registered Member). THE BANK SHALL HAVE NO OBLIGATION OR RESPONSIBILITY TO DETECT ERRORS CONTAINED IN ANY INSTRUCTION, AND CUSTOMER CONFIRMS THAT THE SECURITY PROCEDURE IS NOT DESIGNED TO DETECT ERRORS.

e. Notwithstanding any provisions herein to the contrary, the Bank may refrain from executing an Instruction if the Bank believes that it may not have been authorized by the Customer or that there may be a security breach with respect to any Operating Account(s) affected thereby.

f. The Customer shall (and shall procure that the Nominated SWIFT Registered Member shall) be solely responsible for putting in place adequate controls to monitor the use of the Service and to restrict access to the Service to those authorized by it for its own security. The Customer acknowledges that its (and the Nominated SWIFT Registered Member's) systems will from time to time be under threat from viruses and other intrusive devices which may have a deleterious effect on their operation. The Customer shall be responsible for taking all appropriate and necessary measures for the protection of its own (and the Nominated SWIFT Registered Member's) systems and equipment from any such intrusion whether via the Service or otherwise and the Bank shall not be liable for any loss or damage caused thereby.

g. The Customer shall not (and shall procure that the Nominated SWIFT Registered Member shall not) by any act or omission prejudice the security of the SWIFT Messaging Services or the Service (and shall ensure that its employees and other agents and representatives do not do so).

h. If the Customer knows or suspects that its (or the Nominated SWIFT Registered Member's) security with respect to the use of or access to the Service or the SWIFT Messaging Services has been compromised in any way including any loss or disclosure of any password or other relevant security device or there has been misuse of the Service or any breach of the Customer's obligations hereunder, it shall notify the Bank without delay by informing the Bank in the manner set out in the Operating Account Agreement.

i. The Customer shall (and shall procure that the Nominated SWIFT Registered Member shall) fully and promptly co-operate with any steps taken by the Bank to investigate and/or rectify any apparent or suspected breach or compromise of the security of the SWIFT Messaging Services or the Service which is reported under Section 12(h) or otherwise comes to the attention of the Bank, including providing such further Information regarding the apparent breach as the Bank may request.

j. The Bank may at any time require the revocation of any certificates, the renewal or change of encryption keys or similar system elements used by the Customer (or the Nominated SWIFT Registered Member) in the creation of SWIFT Messages within the Service in order to protect the security of the SWIFT Messaging Services, the Service and those SWIFT Messages.

13. Data Protection. The Customer shall (and shall procure that the Nominated SWIFT Registered Member shall) comply with all relevant data protection and privacy laws and regulations when using the Service. If the Customer (or the Nominated SWIFT Registered Member) accesses the Service from any country outside the United States of America. it shall be the Customer's responsibility to take all appropriate measures to ensure that personal data is processed in accordance with the provisions of the United States of America and the state(s) the Bank operates in (and any amendments or replacement thereof) as if the same were applicable and also in accordance with the relevant laws and regulations applicable in the country in question.

14. Service Change Requests. From time to time, the Customer and the Bank may agree changes to the Key Service Requirements or to any other aspect of the Service. Any such changes must be in writing and agreed and consented to by the Bank.

15. Fees for SWIFT Services. Customer agrees that Bank shall charge, and the Customer shall pay Bank promptly, any fees as Bank may charge from time to time for SWIFT Services. Such fees shall be posted in Bank's fee schedules published at the Bank´s international online platform “bancodebogotainternacional.com” and may be changed from time to time without prior notice to the Customer.

16. Intellectual Property Rights. The Customer acknowledges and agrees that the Bank and/or its licensors owns all intellectual property rights in the

Service and the User Guide including any copyright, database rights, trade secrets, trade names, trade marks (whether registered or unregistered) and any other rights and licenses in respect thereof and the Bank grants to the Customer (and the Nominated SWIFT Registered Member) a non-transferable, non-exclusive royalty free right and license to use the same solely for the purpose of and to the extent necessary for access to and use of the Service. The Customer shall have no right to grant any sub-license to any Third Party In respect thereof. The Customer grants to the Bank an irrevocable, non-exclusive, royalty free right and license to use all Information supplied by the Customer (or the Nominated SWIFT Registered Member) to the Bank solely for the purpose of supplying the Service and shall procure that any person authorized to access and use the Service shall permit the Bank to use the Information related to that person for all purposes in connection with the supply of the Service. The Customer shall not use (or permit any Third Party including the Nominated SWIFT Registered Member to use) any intellectual property rights licensed by the Bank hereunder save as is specified in this Agreement. The Customer shall not (and shall procure that the Nominated SWIFT Registered Member shall not) remove or alter any proprietary markings, copyright notices, confidential legends. trademarks, trade or brand names appearing on the Service or the User Guide or any material supplied by the Bank under the Agreement.

17. Term and Termination.

a. This Agreement shall continue in force until terminated in accordance with these Conditions or as provided elsewhere in this Agreement.

b. The Bank may terminate this Agreement or, at its option, suspend the supply of the Service forthwith by notice to the Customer on the occurrence of any of the following events:

- **i.** the Customer breaches any of its obligations;
- **ii.** the Customer (or the SWIFT Registered Member) uses the Service for or in connection with any purpose which is or may be unlawful;
- **iii.** an order is made or a resolution is passed for the winding up of the Customer, or circumstances arise which entitle a court of competent jurisdiction to make a winding up order in relation to the Customer;
- **iv.** a receiver is appointed of any of the Customer's assets or undertaking, or if circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Customer, or if any other person takes possession of or sells the Customer's assets;
- **v.** the Customer makes any arrangement or composition with its creditors, or makes an application to a court of competent jurisdiction for the protection of its creditors in any way, or becomes bankrupt;
- **vi.** the Customer takes any similar or analogous action in consequence of debt;
- **vii.** in the case of receipt by the Bank from the Customer of a payment Instruction which is to be made subject to a credit line, the Bank reasonably believes there is a significantly increased risk that the Customer may be unable to fulfill its liability to pay.

c. Either the Bank or the Customer may terminate the Agreement by notice to the other such Party with immediate effect in any of the following circumstances:

- **i.** where either such Party (or, where relevant, the Nominated SWIFT Registered Member) ceases to be a SWIFT Registered Member;
- **ii.** where SWIFT has ceased to provide, and not resumed providing, the SWIFT Messaging Services;
- **iii.** where SWIFT, in exercise of its rights under a SWIFT Agreement, has required either Party to terminate the Agreement; or
- **iv.** where the other such Party has failed to make a payment required under this Agreement when it is due, and has failed to remedy such non-payment within fourteen (14) days of being requested in writing to do so, or has committed any material breach of a SWIFT Agreement (including any breach of its security obligations).

d. In the event that the Customer's relationship with the Bank or the Operating Account Agreement is terminated this Agreement will terminate automatically without further action by the Parties. In the event that a Third Party's relationship with the Bank or its Operating Account Agreement is terminated, those elements of the Service and this Agreement which are relevant to such Third Party shall automatically terminate without further action by the Parties.

e. Either Party may terminate this Agreement by giving sixty (60) days written notice to the other Party.

f. On termination of this Agreement for any reason: (i) the Customer's right to use the Service shall cease with immediate effect and the Bank shall not be

required to take any further action in respect of any Instructions received from the Customer even if received prior to the date of termination; (ii) within seven (7) days of the date of termination, the Customer shall make satisfactory arrangements for the return to the Bank of the User Guide or other materials or items supplied by the Bank to the Customer for use in connection with the Service; and (iii) the accrued rights of the Parties as at termination, or the continuation after termination of any provision that is intended to apply after termination, shall not be affected or prejudiced.

14. Miscellaneous.

a. The provisions of this Agreement and all related documents will be governed by and construed in accordance with the laws of the State of Florida, without regard to conflicts of law principles thereof.

b. Customer hereby acknowledges and agrees that any suit, action or proceeding arising out of or relating to this Agreement and all related documents shall be commenced and maintained: (i) in any state or federal court of competent jurisdiction in Miami-Dade County if this Agreement is governed by and construed in accordance with the laws of the State of Florida, provided however, that without prejudice to the above mentioned, at its sole discretion, the Bank may elect to and is hereby authorized by the customer to, commence and maintain any suit, action or proceeding arising out of or relating to this Agreement and any related document in any court of competent jurisdiction in the Republic of Colombia in which case, the provisions of this Agreement and any related document will be governed by and construed in accordance with the laws of the Republic of Colombia. The customer waives objection to the governing law as well as to the exclusive jurisdiction and venue of the aforementioned courts.

c. With respect to any such actions, suits or proceeding, you hereby expressly and irrevocably (i) submit to the non exclusive jurisdiction of the aforementioned courts to the fullest extent permitted by law; (ii) waive any right to assert that service of process or submission to jurisdiction, in the manner provided in this Agreement, is invalid or ineffective; (iii) waive any right to assert that this Agreement may not be enforced in or by such courts, and you agree not to seek and hereby expressly waives any review by any court of any other country or jurisdiction which may be called upon to grant an enforcement of the judgment of any such court; and (iv) waive any objection it may now or hereafter have based upon improper venue or forum non convenient with respect to such actions, suits or proceedings. Final judgment against you (a certified or exemplified copy of which shall be conclusive evidence of the fact and of the amount of any indebtedness of Customer hereunder or thereunder) in any such actions, suits or proceedings shall be conclusive and may be enforced in any other jurisdiction by suit on the judgment. Nothing herein shall be deemed to preclude or in any way limit the right of Bank to sue or take any action against you in any tribunal wherever located having jurisdiction over you or any of its assets or properties.

d. For purposes of facilitating the personal jurisdiction of the state or federal courts situated in the State of Florida over you, each Customer, jointly and severally, do hereby irrevocably appoint and constitute as the agent of the Customer on whom all process in any action or proceeding may be served on the Secretary of the State of Florida, The Capital, Tallahassee, Florida 32301, if this Agreement is governed by and construed in accordance with the laws of the State of Florida (the "**Agent**"). You, jointly and severally, hereby covenant and agree that the Agent, or his successors in that office, shall continue to serve as its agent for service of process until the Indemnified Liabilities are paid in full, and, that service of process by Bank upon the Agent at the address shown above (or such other address as shall be employed by the Office of the Secretary of the State of Florida shall constitute good and effective service upon each Customer, sufficient to grant the state and federal courts situated in the State of Florida full and complete personal jurisdiction over each Customer.

e. To the extent permitted by applicable law, we have the unilateral right to change any provision of this Agreement at any time and can add, change, or delete fees and other provisions relating to your Operating Account or the SWIFT Services, and to the nature, extent and enforcement of the rights and obligations you may have under this Agreement. If permitted by applicable law, the change may be applied to any Operating Account balance outstanding on the effective date of the change. If required by law, we will give you written notice (either by mailing it to you to your last known address or by posting in a conspicuous place at the Bank's offices) that will explain what is being changed prior to the effective date of the change. If you maintain your Operating Account(s) with us after the effective date of the change, you will be deemed to have consented to the change as to such Operating Account(s).

f. The inapplicability or unenforceability of any provision of this Agreement shall not limit or impair the operation or validity of any other provision herein.

g. The Bank reserves the right to waive the enforcement of any of the terms of this Agreement with respect to any transaction or series of transactions. Any such waiver will not affect the Bank's right to enforce any of its rights with respect to other customers, or to enforce

any of our rights with respect to later transactions with you. The fact that Bank, on any given occasion, may enforce or waive its rights does not obligate Bank to enforce or waive similar rights in the future, nor will this be sufficient to modify the terms and conditions set forth in this Agreement.

h. This Agreement contains the complete understanding and agreement between the Parties hereto on the matters set forth herein and it supersedes all prior or contemporaneous agreements or understandings on such matters.

i. The use of captions and/or headings in this Agreement are for convenience only and are not part of this Agreement. Accordingly, they shall not affect the meaning or interpretation of any of the provisions hereof.

j. This Agreement and shall remain in full force and effect, unless subsequently cancelled or amended by Bank in accordance with the provisions of this Agreement.

k. Neither the signature of Bank nor that of any Customer shall be required on this Agreement to give force and/or effect thereto and your use of an Operating Account constitutes your consent to be bound by the terms and conditions herein, as amended from time to time.

l. This Agreement shall be binding upon your heirs, successors in interest and assigns. Notwithstanding the foregoing, your rights under this Agreement shall not be assignable without the prior written consent of the Bank, and any assignment without such prior written consent shall be null and void.

m. Any version of this Agreement in a language other than the English language is provided only for the Customer's convenience, and the English language shall at all time govern the provisions of this Agreement and their interpretation.

15. WAIVER OF TRIAL BY JURY. YOU HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY IN ANY SUIT, ACTION, PROCEEDING OR LITIGATION IN ANY COURT WITH RESPECT TO, IN CONNECTION WITH, ARISING OUT OF OR OTHERWISE RELATED TO, YOU, THIS AGREEMENT AND ITS SUBJECT MATTER, ANY OF YOUR OPERATING ACCOUNTS AT BANK, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY HERETO OR RELEVANT TO THE TRANSACTION(S) CONTEMPLATED HEREBY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR OPENING AND MAINTAINING OPERATING ACCOUNTS AT THE BANK.